

Major Project Agreement

DEED OF GUARANTEE

TO: Doogood Powder Coating Pty Ltd (ACN 125 742 038) ("Doogood")

In consideration of Doogood agreeing to:

- a supply or continue to supply goods or services to the Customer; and/or
- b provide credit to the Customer; and/or
- c grant an indulgence outside Doogood's agreed credit terms, at the request of:

(Name and Address of Customer)

as the Guarantor ("Guarantor"), the Guarantor hereby:

1. Guarantees to Doogood the due and punctual performance of the Terms and Conditions of Trade and the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of goods or services supplied by Doogood to the Customer and any other sums payable by the Customer to Doogood pursuant to Doogood's Terms and Conditions of Trade, including but not limited to interest and damages (hereinafter collectively called "guaranteed money").
2. Indemnifies and agrees to keep indemnified Doogood against any failure by the Customer to make payment of any and all monies due or in the performance and observance by the Customer of all the duties, liabilities and obligations of the Customer under the Terms and Conditions of Trade to the same extent as if the Guarantor was the Customer under the Terms and Conditions of Trade and thereby liable as a principal.
3. Covenants, acknowledges and agrees as follows:
 - a The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Doogood other than the payment to and acceptance by Doogood of the whole of the guaranteed money.
 - b The Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money due to Doogood by the Customer.
 - c This Deed is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by Doogood notwithstanding:
 - i that no steps or proceedings have been taken against the Customer;
 - ii any indulgence or extension of time granted by Doogood to the Customer;
 - iii the death or bankruptcy or winding up of the Customer;
 - iv that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
 - d The Guarantor will not compete with Doogood for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.

4. In respect of any and all monies that may from time to time be owing by the Customer to Doogood, charges in favour of Doogood all freehold and leasehold interests in land, whether legal or beneficial, which the Guarantor presently has or may in the future acquire and further covenants and agrees to execute such further documents or instruments as may be necessary to enable registration of any charge at the Land Titles Office.
5. Acknowledges having given its consent to Doogood to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Doogood assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.
6. Understands and agrees that:
 - a The term "Doogood" includes Doogood's successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors.
 - b In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee, their obligations are joint and several.

Guarantor Signature:	
Full Name:	
Address:	
Guarantor Signature:	
Full Name:	
Address:	

CONTACT US

For further information or to make a claim, please contact us by emailing warranties@doogoodaustralia.com.au