



Deed of Guarantee of Performance

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DEED OF GUARANTEE OF PERFORMANCE

THIS DEED is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as **“the Customer”**
2. The party identified in the Schedule and hereinafter referred to as **“the Guarantor”**

PREAMBLE:

- A. The Customer wishes to procure certain products and/or services.
- B. A subsidiary or affiliated company of the Guarantor (being the Contractor identified in the Schedule) has agreed to supply the products and/or services to the Customer pursuant to the customer contract referred to in the Schedule or annexed hereto.
- C. The Guarantor agrees to provide the guarantees and indemnities hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following definitions apply unless the context otherwise requires:

“Contract” means the contract between the Customer and the Contractor identified as such in the Schedule;

“Contractor” means the party who has entered into the Contract with the Customer as identified in the Schedule;

“Customer” means the party who has entered into the Contract with the Contractor as identified in the Schedule;

“Deed” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.