



GUARANTEE, INDEMNITY AND CHARGE

This guarantee, Indemnity and Charge is an important legal document and you should consider obtaining legal advice before signing. The main effect of the document is to make you liable for the debts of the Customer in the event that the Customer does not pay or cannot pay Unison Joints Pty Ltd

1. In consideration of Unison Joints Pty Ltd ABN 81 097 695 504 (hereinafter called Unison) at my/our request supplying goods and/or services from time to time to:

Customer Name _____
 (the "Customer")

I/We _____ of _____
 NAME ADDRESS

And _____ of _____

(hereinafter called the "Guarantors") hereby agree to unconditionally and irrevocably guarantee on demand to Unison the due and punctual payment to the Customer of any amount of money whatsoever owing or at any time hereafter becoming owing in respect of the sale and delivery of Goods and/or Services supplied from or to be supplied from Unison to the Customer and the Guarantors hereby indemnify Unison on demand against any monetary loss or damage Unison may sustain or incur as a result of any default by the Customer in the due and punctual payment for such Goods and/or Services or as a result of any breach committed by the Customer of the Unison General Terms and Conditions of Sale (all of which are hereinafter referred to as the money hereby secured).

2. In relation to this Guarantee, Indemnity and Charge the following provisions shall apply and it is hereby agreed by the Guarantors:

- a) that this Guarantee, Indemnity and Charge shall be a continuing guarantee and shall create principal obligation for the amount of the money hereby secured and shall remain in force so long as any part of the money hereby secured remains owing or may become payable to Unison.
- b) that the Guarantors liability under this Guarantee, Indemnity and Charge shall not be affected by any giving time for payment or granting of any indulgence whatsoever, whether by omission on the part of Unison to enforce any obligation against the Customer or any other fact, act or omission whereby the liabilities of the Guarantors but for this clause might have been diminished or discharged;
- c) that the Guarantors acknowledge the terms of the annexed Unison General Terms and Conditions of the Sale;
- d) that Unison may at its own discretion terminate the Contract of Sale with the Customer (without notice the Guarantors without affecting the Guarantors liability pursuant to this Guarantee, Indemnity and Charge);
- e) that this Guarantee, Indemnity and Charge shall not in any way be affected by an increase or decrease in the credit limit applying to the Customer's trading account with Unison from time to time;
- f) that this Guarantee, Indemnity and Charge is in addition to and not in substitution for any other security, or right currently held, or which will be taken, by Unison in respect of the Customer;
- g) that until Unison shall have received payment in full of all the money hereby secured, the Guarantors shall not prove in any liquidation or bankruptcy in respect of any part of the money secured;
- h) that this Guarantee, Indemnity and Charge shall continue in force and the Guarantors shall remain liable hereunder notwithstanding any payment by the Customer of any part of the money hereby secured;
- i) if, after Unison applies any amount of the money hereby secured, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under the law relating to bankruptcy, winding up or the protection of creditors the rights of Unison under this Guarantee, Indemnity and Charge will be reinstated, and will be the same in respect of that amount as if the application, or payment or transaction giving rise to it, had not been made;
- j) that this Guarantee, Indemnity and Charge is governed by the law of the state or territory governing the contracts of sale under which the money hereby secured is payable to Unison and the Guarantors submit to the jurisdiction of the Courts of that state or territory;

3. As a separate agreement and as further security for the payment of the money hereby secured, the Guarantors hereby jointly and severally agree to charge (as beneficial owner) all freehold and leasehold interest in land which the Guarantors may now have or during the currency of this Guarantee, Indemnity and Charge may acquire with the payment of the whole of the money hereby secured and whether or not any demand has been made upon either the Customer or Guarantors to pay the money.

4. The Guarantors hereby authorise Unison to take all action necessary to give effect to the further security referred to in Section 3, including the lodgement of a mortgage or caveat on the title of their land and interest in land, and the exercise of any power of sale.

5. If the charge created in Section 3 is or becomes unenforceable, it may be severed from this Guarantee, Indemnity and Charge without effect on its validity and the Guarantors shall not be exonerated in whole or in part, nor shall Unison's remedies or recourse against the Guarantors be in any way prejudiced or adversely affected by such severance.

6. The Guarantor appoints Unison (including any attorney of Unison) to be the attorney of the Guarantor, in the name of the Guarantor of Unison, to do any act which the Guarantor should do under the Guarantee, Indemnity and Charge, and to do all acts Unison deems expedient in connection with the exercise of the rights or powers contained in or implied, to take security for, to give effect to or to enforce this Guarantee, Indemnity and Charge. The Guarantor acknowledges that this power of attorney is given by way of security and is irrevocable until all obligations under this Guarantee, Indemnity and Charge are fulfilled.

7. The Guarantors agree that in accordance with the provisions of the Privacy Act 1988 (Commonwealth), Unison may obtain and use a credit report from a credit reporting agency concerning the Guarantors consumer or commercial activities and credit worthiness for the purposes of the assessment of the Guarantors to act as Guarantors of the Customer in connection with the proposed provision of credit to the Customer.

8. Where there is more than one Guarantor their liability under their Guarantee, Indemnity and Charge shall be joint and several.

9. The Guarantors acknowledge that this Guarantee, Indemnity and Charge shall continue to have effect until all the money hereby secured is paid in full.

10. In this Guarantee, Indemnity and Charge 'Customer' means the customer named in Section 1 above and (where the Customer so named is a Company) any company which by virtue of Section 50 of the Corporations Law is related to the customer, or (where the customer so name is a firm or partnership) any company which acquires or takes over the principal business of the firm or partnership) and any company which as a foresaid is related to the Company so acquiring or taking over.

Dated this _____ day of _____ 20 _____ at _____
Signature of Guarantor: (1) _____
Name of Guarantor: _____
Address: _____
Signature of Witness: _____
Full Name: _____
Address: _____

Dated this _____ day of _____ 20 _____ at _____
Signature of Guarantor: (2) _____
Name of Guarantor: _____
Address: _____
Signature of Witness: _____
Full Name: _____
Address: _____