

**PERSONAL GUARANTEE AND INDEMNITY**

**TO: ADAMS AUTO GROUP PTY LTD ACN 111 100 237 TRADING AS SUNSPARES PARTS PLUS AND SUNSHINE COAST  
4WD WRECKERS ("ADAMS AUTO GROUP")**

IN CONSIDERATION of the supply of or the continuation of the supply of Goods and Services on credit terms to [CUSTOMER'S NAME]:

\_\_\_\_\_ ("**Customer**")

\_\_\_\_\_  
(Please print full name)

\_\_\_\_\_  
 ("**Guarantor**")

\_\_\_\_\_  
(Please print full name)

\_\_\_\_\_  
 ("**Guarantor**")

COVENANTS with Adams Auto Group as follows:

1. In this Guarantee:
  - (a) "**Account**" means each account of the Customer with Adams Auto Group for money owing in relation to the supply of Goods & Services;  
"**Application**" means the credit application document submitted by the Customer to Adams Auto Group for an Account and in which the Terms & Conditions are incorporated;  
"**Co-surety**" means and includes any other person named as Guarantor or who otherwise guarantees payment of the Monies;  
"**Credit Limit**" means the credit limit notified by Adams Auto Group to the Customer from time to time. Adams Auto Group may from time to time vary or cancel the Credit Limit without prior notice to the Customer or Guarantor. It is acknowledged that any credit limit that may apply from time to time in respect of the Account is for the administrative convenience of Adams Auto Group and solely for the benefit of Adams Auto Group and such credit limit does not constitute a term upon which Goods & Services are supplied on credit, nor is it a term of the Guarantee and the Guarantor acknowledges that the Guarantor's liability under this Guarantee for the payment of Monies is unlimited;  
"**Customer**" means the holder of an Account with Adams Auto Group for the supply of Goods & Services on credit whose Obligations are guaranteed under this Guarantee;  
"**Goods**" means goods supplied or to be supplied by Adams Auto Group to the Customer including goods manufactured or modified at the Customer's request;  
"**Guarantee**" means this document and the terms set out herein;  
"**Guarantor**" means the person named in this Guarantee as guaranteeing payment of the Monies and the observance and performance by the Customer of the Customer's Obligations to Adams Auto Group ;  
"**Guarantor's land**" means all of the Guarantor's right, title and interest in land (held now or in the future, wherever located) whether owned by the Guarantor legally or beneficially or as trustee of any Trust;  
"**Adams Auto Group**" means Adams Auto Group Pty Ltd ACN 111 100 237 trading as Sunspares Parts Plus and Sunshine Coast 4wd Wreckers;  
"**Monies**" means all money now or in the future actually or contingently owing by the Customer to Adams Auto Group on any Account and includes any part of those monies;  
"**Obligations**" means the Customer's obligations to Adams Auto Group under the Terms & Conditions;  
"**Services**" means services supplied or to be supplied by Adams Auto Group to the Customer including but not limited to mechanical work or electrical work or the transportation of the Customer's vehicle or vehicles at the Customer's request;  
"**Terms & Conditions**" means Adams Auto Group's Terms & Conditions upon which Goods & Services are supplied on credit to the Customer and which are incorporated in the Application;  
"**Trust**" means each trust for which the Guarantor holds land as trustee;
  - (b) A reference to the singular includes the plural and vice versa;
  - (c) A reference to one gender denotes the relevant gender; and
  - (d) A person denotes an individual or corporation or other legal entity as applicable.
2. The Guarantor guarantees the due and punctual:
  - (a) payment by the Customer to Adams Auto Group of all Monies which the Customer may now or in the future be liable to pay to Adams Auto Group actually or contingently on any Account; and
  - (b) observance and performance by the Customer of the Customer's Obligations to Adams Auto Group under the Terms & Conditions;  
and indemnifies Adams Auto Group against all loss (including unpaid Monies) and damage suffered or incurred by Adams Auto Group by reason of the Customer's failure to pay the Monies or to observe or perform the Obligations.
3. If there is more than one Guarantor, "Guarantor" means all of them collectively and each of them individually and the Guarantors covenants are joint and several.
4. This Guarantee is a continuing and irrevocable guarantee and indemnity until the Guarantor is expressly released by Adams Auto Group in writing and is not discharged by any intermediate payment or settlement of accounts.
5. The Guarantor's obligations under this Guarantee are unconditional and not affected by anything which might otherwise affect them under the law relating to sureties including:
  - (a) any change in the legal capacity, rights or obligations of the Guarantor, the Customer, a Co-surety or any other person; or
  - (b) the fact that, in relation to any of the Monies or any security, guarantee or indemnity relating to the Monies, Adams Auto Group:
    - (i) obtains a judgment against the Customer, a Co-surety or any other person; or

- (ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with any security, guarantee or indemnity; or
  - (iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of the Customer, a Co-surety or any other person to Adams Auto Group or to the Guarantor; or
  - (iv) receives any dividends out of the estate or assets of the Customer, a Co-surety or of any person; or
  - (c) the fact that any security, guarantee or indemnity held or taken by Adams Auto Group is void, defective or informal or ranks after any other security or obligation for any reason; or
  - (d) the death, mental or physical disability or insolvency of the Customer, the Guarantor, a Co-surety or any other person; or
  - (e) a variation or extension to, or a stopping, replacement or refusal of any credit or any other arrangement (including an increase in any Credit Limit or a variation in the Terms & Conditions) given to the Customer whether with or without the Guarantor's consent or knowledge; or
  - (f) the fact that any Monies may not be recoverable from the Customer, a Co-surety or any other person for any reason; or
  - (g) the cessation of business of any firm or partnership which the Customer or the Guarantor comprises or any change in its membership.
6. The obligations of the Guarantor under this guarantee are principal obligations and Adams Auto Group is not required to take action first against the Customer or to make demands first against the Customer or to marshal its security.
  7. The Guarantor must not prove or claim in the assets of the Customer in competition with Adams Auto Group if the Customer is made bankrupt, wound up or makes a deed of arrangement, a composition or compromise in satisfaction of its debts or (being a natural person) dies. If directed by Adams Auto Group the Guarantor shall lodge a proof of debt and must hold any distribution or payment received on trust for Adams Auto Group.
  8. In order to secure payment of the Monies, the Guarantor charges as beneficial owner and as trustee of any Trust, in favour of Adams Auto Group, all of the Guarantor's land (held now or in the future, wherever located), with payment of the Monies and any other monies owed pursuant to this Guarantee. The Guarantor acknowledges that Adams Auto Group may register a Caveat over the Guarantor's land in respect of this charge. The Guarantor agrees that immediately upon request by Adams Auto Group, the Guarantor will execute and give to Adams Auto Group a mortgage in registrable form in favour of Adams Auto Group over the Guarantor's land and by reason of this agreement to give a mortgage in favour of Adams Auto Group the Guarantor acknowledges that Adams Auto Group is an equitable mortgagee in respect of the Guarantor's land.
  9. If the Guarantor is a trustee of any Trust:
    - (a) the Guarantor is bound by this Guarantee and charges the Guarantor's land as trustee;
    - (b) warrants that it is a proper exercise of the Guarantor's authority and power under the trust instrument and at law to enter into this Guarantee.
  10. If a payment made to Adams Auto Group by the Customer or a Co-surety is voided or set-aside or Adams Auto Group concedes or compromises a claim that a payment (or part of a payment) of the Monies is void or voidable (by reason of laws relating to insolvency or otherwise), Adams Auto Group is entitled to all rights in respect of those Monies as if the payment (or part of the payment) had not been made.
  11. This Guarantee is binding on the Guarantor and the Guarantor's executors, administrators and successors.
  12. The Guarantor is liable to pay to Adams Auto Group and Adams Auto Group may recover in full from the Guarantor all costs, expenses and disbursements (including debt collection agency fees and commissions and all legal costs on a solicitor and own client basis) incurred and/or payable by Adams Auto Group associated with this Guarantee and/or any Account arising from or as a result of Adams Auto Group exercising or enforcing or seeking to exercise or enforce a right under this Guarantee or the Terms & Conditions of any Account, and, in particular, in collecting or attempting to collect Monies. Such costs, expenses and disbursements may be collected by Adams Auto Group as a liquidated debt.
  13. A signed and dated certificate by any Director of Adams Auto Group shall be prima facie evidence of the Monies owing or of any other matter or fact as at the date of the certificate.
  14. It is acknowledged by the Guarantor that the Guarantor fully understands the risks associated with this Guarantee and freely elects to give this Guarantee.
  15. This Guarantee will be governed by and construed in accordance with the laws in the state of Queensland. The Guarantor and Adams Auto Group submit to the jurisdiction of the courts in Brisbane.
  16. Any notice required to be given by the Guarantor to Adams Auto Group must be in writing and sent to Adams Auto Group at 9 Pioneer Road, Yandina, QLD 4561 or by facsimile at 07 5472 9274, and will only be taken as delivered when actually received by Adams Auto Group.
  17. Adams Auto Group may apply any payments received firstly to any costs, expenses and disbursements, then to interest, and then to the balance of Monies owing.
  18. If any clause or part of this Guarantee or any related document is or becomes void or unenforceable that clause or part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

PRIVACY ACT NOTIFICATIONS AND CONSENT – By executing this Guarantee I/We acknowledge that I/we am/are informed of the following matters:

1. Adams Auto Group collects personal information about individuals if it is necessary for one or more of Adams Auto Group's functions or activities. In Adams Auto Group's activities as a credit provider Adams Auto Group collects credit-related information ("credit information") about individuals.
2. A detailed summary of the kinds of credit information that Adams Auto Group collects about individuals is set out in Adams Auto Group's Credit Reporting Privacy Policy available via its website at: [www.sunspares.com.au](http://www.sunspares.com.au) and [www.sunshinecoast4wdwreckers.com.au](http://www.sunshinecoast4wdwreckers.com.au). However, in short, credit information about an individual includes information about the individual's credit history and credit worthiness and is used by Adams Auto Group for the purposes detailed below.
3. With the consent of the individual, Adams Auto Group collects credit information (including credit eligibility information) about

individuals (or an entity associated with an individual) from other credit providers and/or trade suppliers in connection with any guarantee given or proposed to be given for such purposes as: assessing whether to enter into agreements, including those which involve provision of credit; assessing the provision of credit; and the recovery of any overdue amounts.

4. If such credit information about individuals associated with the applicant (including guarantors) is not collected by Adams Auto Group then Adams Auto Group cannot properly process or consider applications for credit accounts such that Adams Auto Group will not be able to process the application and decide to or not to grant a commercial credit account or process some other request associated with a credit account.
5. With the consent of the individual, Adams Auto Group may disclose credit information to other credit providers and/or trade suppliers in connection with any guarantee given or proposed to be given for such purposes as: processing and assessing applications for commercial credit accounts; assessing the provision of credit and the amount of any credit; and the recovery of any overdue amounts.
6. Adams Auto Group has a Credit Reporting Privacy Policy which is available at [www.sunspares.com.au](http://www.sunspares.com.au) and [www.sunshinecoast4wdwreckers.com.au](http://www.sunshinecoast4wdwreckers.com.au) which contains information about the following:
  - how an individual may access the credit eligibility information about the individual held by Adams Auto Group ;
  - how an individual may seek the correction of credit information or credit eligibility information about the individual that is held by Adams Auto Group ;
  - how an individual may complain about a failure of Adams Auto Group to comply with its obligations under Part IIIA of the *Privacy Act* or the Credit Reporting Code and how Adams Auto Group will deal with such a complaint;
  - that Adams Auto Group is not likely to disclose credit information or credit eligibility information to any overseas entities that do not have an Australian link.
7. Individuals have the right to request that CRBs not use credit information for the purposes of pre-screening of direct marketing by a credit provider.
8. Individuals have the right to request that CRBs not use or disclose credit information about the individual if the individual believes, on reasonable grounds, that the individual has been, or is likely to be, a victim of fraud.

For the purposes of processing and/or assessment of this guarantee in connection with any associated application for a commercial credit account, or ongoing provision of credit and/or the recovery of any overdue account, whether or not in connection with any guarantee I/we hereby expressly give my/our consent to Adams Auto Group , its successors and/or assigns to:

- (a) obtain credit information and credit eligibility information about me/us and/or the applicant from other credit providers and/or trade supplier;
- (b) use, disclose or exchange with other credit providers or trade suppliers credit eligibility information about me/us and/or the applicant.

I/we further agree that this consent remains in force until all rights under the guarantee come to an end.

EXECUTED as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED by \_\_\_\_\_  
in the presence of: \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_

SIGNED by \_\_\_\_\_  
in the presence of: \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_