



GUARANTEE

In consideration of Tilly's Crawler Parts Pty Ltd (ACN 010 800 352) (**TCP**) granting a trading account (**Account**) to

(A.C.N.)

(hereinafter called the **Applicant**) each person that signs below (**Guarantor**) has agreed to provide the guarantee set out in this document on the following terms (**Guarantee**).

- (a) In consideration for TCP accepting the Applicant's application for an Account, each Guarantor unconditionally and irrevocably guarantees the punctual payment of all money owing to TCP by the Applicant under or in connection with the terms and conditions attached to the application for the Account (**Terms and Conditions**) and the terms of the Account (**Guaranteed Money**).
- (b) Each Guarantor must on demand immediately pay to TCP an amount equal to any amount of Guaranteed Money not paid by the Applicant by the due date for payment, even if TCP has not made a demand for payment on the Applicant.
- (c) Each Guarantor indemnifies TCP against any and all loss or damage (including, without limitation, direct, indirect and consequential loss) which TCP suffers as a direct or indirect result of:
 - (i) the Applicant or a Guarantor failing to pay any Guaranteed Money to TCP;
 - (ii) the Applicant breaching any provision of the terms of the Account, the Terms and Conditions or any other agreement with TCP; or
 - (iii) any Insolvency Event (as that term is defined in the Terms and Conditions) occurring in respect of the Applicant or any other Guarantor.
- (d) Each Guarantor's obligations under clauses (a), (b) and (c) are that of principal debtor and not merely as surety.
- (e) Each Guarantor's obligations under clauses (a), (b) and (c) and its other obligations under this Guarantee:
 - (i) are continuing obligations, separate and independent from the Guarantor's other obligations under this Guarantee;
 - (ii) extend to all amounts of Guaranteed Money presently owing or owing at any time in the future; and
 - (iii) remain in force until TCP notifies the Guarantor in writing of the discharge of the obligations.
- (f) Each Guarantor's obligations under this Guarantee are not affected by anything which might otherwise operate to release, affect or discharge them in any way (whether at law or equity).
- (g) TCP may enforce any right under this Guarantee regardless of whether they have made a demand on the Applicant or enforced any other security.
- (h) Each Guarantor cannot withdraw from, terminate or revoke this Guarantee.
- (i) Each Guarantor must not, without the prior written consent of TCP, prove in the insolvency of the Applicant or receive any benefit or distribution in respect of the winding up or liquidation of the Applicant.
- (j) Each Guarantor must not, without the prior written consent of TCP, exercise any set off or counterclaim right which could reduce or limit the amount of the Guaranteed Money payable to TCP.
- (k) TCP may credit any amounts it receives under this Guarantee towards the satisfaction of the Guaranteed Money in such order or priority as TCP, in its sole discretion, considers appropriate.
- (l) Where there is more than one Guarantor, the obligations of each Guarantor will be joint and several obligations. A Guarantor will not be released from its obligations under this Guarantee by reason of another Guarantor not signing this Guarantee, being released from liability under this Guarantee by TCP or otherwise ceasing to have obligations under this Guarantee.
- (m) Each Guarantor acknowledges that it expects to obtain a commercial benefit as a result of providing this Guarantee to TCP.
- (n) Words and expressions used in clauses (o) to (v) which are not defined in this Guarantee but are defined in the *Personal Property Securities Act 2009 (Cth)* (**PPSA**) have the meaning given to them in the PPSA.
- (o) As security for the due and punctual payment to TCP of all present and future amounts payable by each Guarantor under or in connection with this Guarantee, each Guarantor grants to TCP:
 - (i) a security interest over all of their present and after acquired Personal Property; and
 - (ii) a charge over all their Other Property (which is any property other than Personal Property), including any real property they own.
- (p) Each Guarantor agrees that TCP may at any time:
 - (i) perfect its security interest under clause (o) by effecting a registration on the register against the Guarantor; and/or
 - (ii) register a caveat or other security interest over any Other Property or real property owned by the Guarantor.
- (q) Each Guarantor agrees to promptly do all things necessary to ensure that any security interest created under this Guarantee is perfected and remains continuously perfected, TCP's priority position is preserved or secured and any defect in any security interest, including registration, is overcome.
- (r) Each Guarantor must promptly take all reasonable steps which are prudent for its business under or in relation to the PPSA (including doing anything reasonably requested by TCP for that purpose). Without limiting the foregoing, each Guarantor must:
 - (i) create and implement appropriate policies and systems to register its own security interests; and
 - (ii) where appropriate, take reasonable steps to identify security interests in its favour and to perfect and protect them, with the highest priority reasonably available.
- (s) Each Guarantor must indemnify, and on demand reimburse, TCP for all expenses incurred in registering a financing statement or financing change statement on the register, registering or stamping any security interest or caveat and for the enforcement of any rights arising out of TCP's security interests.
- (t) Each Guarantor must not change its name, address or contact details without providing prior written notice to TCP and must not register a financing change statement or a change demand without the prior written consent of TCP.
- (u) To the extent that the PPSA permits, each Guarantor waives its rights to receive a copy of any verification statement or financing change statement; to receive any notice required under the PPSA, including notice of a verification statement; to reinstate the security agreement by payment of any amounts owing or by remedy of any default; and under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 127, 128, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 137, 142 and 143 of the PPSA.
- (v) Each Guarantor may only disclose information or documents, including information of a kind referred to in section 275(1) of the PPSA, if TCP has given prior written consent.
- (w) This Guarantee is governed by the laws in force in Queensland and each Guarantor and TCP submit to the non exclusive jurisdiction of the courts of Queensland.

(x) If any provision of this Guarantee is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from this Guarantee without affecting the validity or enforceability of the remaining provisions.

(y) **Privacy Acknowledgement and Consent:**

I/we acknowledge and give consent to TCP:

- (i) making enquiries about me/us with, and collecting my/our personal information including credit related personal information from, a credit reporting body for the purposes of assessing my/our application to be guarantor/s;
- (ii) using and/or disclosing my/our personal information including credit related personal information obtained as a result of or in connection with such enquiries and collection for the purposes of assessing my/our application to be guarantor/s;
- (iii) disclosing my/our personal information including credit related personal information to a credit reporting body in connection with this application to be, or the acceptance of me/us as, guarantor/s. This may include disclosure of information about my/our failure to make a payment in accordance with my/our obligations as guarantor/s; and
- (iv) otherwise collect, hold, use and disclose my/our personal information, including credit-related personal information, as set out in the:
 - (A) AAP privacy policy and credit reporting policy of TCP; and
 - (B) the Privacy Acknowledgement and Consent contained in section 10 of the application for the Account.

Date:

Signed by:

In the presence of:

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Signature of Guarantor

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Signature of Witness

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Name of Guarantor *(please print)*

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Name of witness *(please print)*

Signed by:

In the presence of:

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Signature of Guarantor

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Signature of Witness

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Name of Guarantor *(please print)*

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Name of witness *(please print)*

Signed by:

In the presence of:

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Signature of Guarantor

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Signature of Witness

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Name of Guarantor *(please print)*

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Name of witness *(please print)*