

**This Personal Guarantee document is for the Limited Liability Company as indicated below:**

Robot Trading Co Pty Ltd  
**And associated trading entities and location as detailed below**

ABN: 40 103 429 115 • ACN 004 910 552  
 Glenways MDC, PO Box 4097, Mulgrave North VIC 3170  
 Phone: (03) 9535 1715 • Fax: (03) 9543 1130

Email: credit@robotbuildingsupplies.com.au • Web: www.robotbuildingsupplies.com.au

Robot Building Supplies (Head Office) – 326 Ferntree Gully Road, Notting Hill VIC 3168	
Robot Building Supplies (Coldstream) – 645 Maroondah Highway, Coldstream VIC 3770	Robot Building Supplies (Sunshine) – 596 Ballarat Road, Sunshine VIC 3020
Robot Building Supplies (Dromana) – 2-6 June Avenue, Dromana VIC 3936	10/08 Wire & Mesh – 326 Ferntree Gully Road, Notting Hill VIC 3168
Robot Building Supplies (Pakenham) – Unit 1, 21 Corporate Terrace, Pakenham VIC 3810 (Corner South East Boulevard)	Coldstream Timber & Hardware – 700-702 Marroondah Highway, Coldstream VIC 3168
Robot Building Supplies (Preston) – 58-60 Chifley Drive, Preston VIC 3072	Weir’s Treated Timber – 85 Allambee Road, Darnum VIC 3822

**Personal/Directors Guarantee and Indemnity**

**IN CONSIDERATION** of Robot Trading Co Pty Ltd as trustee for the Robot Trading Co. Unit Trust T/A Robot Building Supplies, 10/08 Wire & Mesh, Coldstream Timber & Hardware and Weir’s Treated Timber and its successors and assigns (“Robot”) at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(“the Client”) **[Insert Company Name In Box Provided]**

**I/WE (also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:**

- GUARANTEE** the due and punctual payment to Robot of all monies which are now owing to Robot by the Client and all further sums of money from time to time owing to Robot by the Client in respect of goods and services supplied or to be supplied by Robot to the Client or any other liability of the Client to Robot, and the due observance and performance by the Client of all its obligations contained or implied in any contract with Robot, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to Robot, the Guarantor will immediately on demand pay the relevant amount to Robot. In consideration of Robot agreeing to supply the goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (“PPSA”) and unequivocally consents to Robot registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Robot and each director of Robot as the Guarantor’s true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor’s behalf which Robot may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Robot on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Robot in connection with:
  - the supply of goods and/or services to the Client; or
  - the recovery of monies owing to Robot by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Robot’s nominees contract default fee and legal costs; or
  - monies paid by Robot with the Client’s consent in settlement of a dispute that arises or results from a dispute between, Robot, the Client, and a third party or any combination thereof, over the supply of goods and/or services by Robot to the Client.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- I/We have received, read and understood Robot’s Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to Robot by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Robot’s part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client’s obligations to Robot, each Guarantor shall be a principal debtor and liable to Robot accordingly.
- If any payment received or recovered by Robot is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Robot shall each be restored to the position in which they would have been had no such payment been made.
- The term “Guarantor” whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor’s executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to Robot.**
- I/we irrevocably authorise Robot to obtain from any person or company any information which Robot may require for credit reference purposes. I/We further irrevocably authorise Robot to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Robot as a result of this Guarantee and Indemnity being acted by Robot.
- The above information is to be used by Robot for all purposes in connection with Robot considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**GUARANTOR-1**  
 SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

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

**GUARANTOR-2**  
 SIGNED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

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

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).  
 2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

**WARNING: IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT**