

Personal Guarantee and Indemnity

Between

Name: _____ of _____ (**Guarantor(s)**)

Name: _____ of _____ (**Guarantor(s)**)

And

TRANSMS PTY LTD (ACN 088 785 200) trading as Transport Management Solutions and TMS Packaging (**"the Supplier"**)

The Guarantor(s) acknowledge(s) that the Terms and Conditions in the attached Service Agreement have been provided to the Customer, that the Customer has agreed to be bound by the Service Agreement ("Service Agreement") and that they have read and understood the Service Agreement. In consideration for the Supplier supplying goods on credit to the Customer the Guarantor(s) hereby agree:

1. That if the Customer at any time fails to pay any money due to the Supplier or fails to perform or observe any term or condition of the Service Agreement the Guarantor(s) shall forthwith pay to the Supplier all money due and payable by the Customer to the Supplier without any set-off, counterclaim, condition or deduction. No demand by the Supplier for payment shall be necessary.
2. To indemnify the Supplier for any money due to the Supplier by the Customer under or relating to any sale or credit granted by the Supplier to the Customer including expenses and legal costs on an indemnity basis associated with the collection of outstanding monies and including any loss suffered by the Supplier as a result of the Customer's failure to perform or observe any term or condition of the Service Agreement.
3. That this guarantee and indemnity constitutes a continuing guarantee and indemnity to the Supplier for all monies which are now or may from time to time be owing or remain unpaid by the Customer to the Supplier. This Guarantee will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the guarantee and indemnity, including but not limited to the giving of time, the variation of the Service Agreement, the alteration of the composition of the Customer or the release of the Customer or any co-guarantor.
4. This Guarantee extends to any payment made to the Supplier by the Customer which is later avoided or refunded by the Supplier in full or part thereof to the Customer or its controlling agent or entity including but not limited to any Liquidator or Administrator pursuant to the application of any statutory provision or legal or equitable principle ("Event"). In such circumstances the Guarantor's obligations will be deemed not to be discharged with the respect to the payment which is the subject of the Event and the Guarantor will remain liable to the Supplier for that amount plus any legal costs, on an indemnity basis, incurred by the Supplier as a result of the Event.
5. This guarantee and indemnity binds the Guarantor(s) personally and that the Guarantor(s) obligations are joint and several.
6. That, to better secure the Guarantor(s) obligations as set out herein, the Guarantor(s) hereby charges in favor of the Supplier all the Guarantor(s) interest in any land which the Guarantor(s) may from time to time own or have an interest in.
7. A certificate signed on behalf of the Supplier as to the amount owing by the Customer on a specific day or the occurrence of a specific event will be binding on the Guarantor(s) in the absence of a manifest error. A judgment, order, award or certificate binding on the Customer is also binding on the Guarantor(s).
8. Acknowledge and warrant that the Guarantor(s) have executed this guarantee and indemnity voluntarily, have read it and understand its true nature and effect and have obtained, or are aware of the Guarantor(s) right to obtain and have declined of the Guarantor(s) own free will to obtain independent legal advice and/or financial advice concerning this guarantee and indemnity.
9. Executed As a Deed this the _____ day of _____ 20_____

SIGNED SEALED & DELIVERED by.....)-----
In the presence of:)-----

Witness (signature):

Name (please print):