

**PERSONAL GUARANTEE**

**BY SIGNING THIS GUARANTEE YOU WILL BECOME PERSONALLY LIABLE FOR ANY DEBTS INCURRED AND UNPAID BY THE NOMINATED BUSINESS OR COMPANY. ACCORDINGLY, IF YOU ARE UNSURE OF YOUR OBLIGATIONS UNDER THIS GUARANTEE, PLEASE OBTAIN INDEPENDENT LEGAL ADVICE OR OPINION BEFORE SIGNING.**

TO: Ace Haulage Company Pty Ltd ACN 112 071 824, its successors and assigns, in consideration of you supplying or continuing to supply goods and/or services to:

..... (Print Full Name of Business or Company)

and hereinafter called the customer

I, .....  
(Print Full Name of First Guarantor)

I, .....  
(Print Full Name of Second Guarantor)

Of .....  
(Print Residential Address of First Guarantor)

Of .....  
(Print Residential Address of Second Guarantor)

.....

.....

Hereby guarantee as follows:

- 1. To be answerable to Ace Haulage Company Pty Ltd for the due payment by the customer of all monies now or from time to time hereafter owing to Ace Haulage Company Pty Ltd on any account or any manner whatsoever by the customer either directly or indirectly and either alone or jointly with any other person, firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by Ace Haulage Company Pty Ltd in enforcing payment by the customer of any such monies.
- 2. If the customer does not pay the amount due or owing to you in accordance with your terms and conditions of trade, then you may treat me as if I was the customer.
- 3. The giving of time or credit or any indulgence of any kind to the customer shall not in any way impair, prejudice or limit the effect of this guarantee.
- 4. In order to give effect to this guarantee, I declare that you shall be at liberty to act as though I am the principal debtor and I hereby waive any of my rights as surety which may at any time be inconsistent with this guarantee.
- 5. If the customer goes into liquidation, voluntary administration, receivership or enters into a deed of company arrangement then I agree not to prove in such liquidation, voluntary administration, receivership, or deed of company arrangement until your debt together with interest and legal costs are paid in full.
- 6. If you consider it relevant to assessing this guarantee I authorise you to obtain from a credit-reporting agency, a credit report containing personal credit information about me in relation to commercial credit provided by you to the customer.
- 7. Any payment made to you and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
- 8. This guarantee shall not be avoided, released or effected by you making any variation or alteration in the terms of any agreement with or to be made with the customer.
- 9. I hereby charge with payment of any indebtedness due herein to you all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me. I agree that if demand is made by you, upon receiving such a demand I will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that I fail to do so within a reasonable time of being so requested, I hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by you to be my true and lawful attorney and execute and register such instruments.
- 10. This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Queensland in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Queensland in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.

Signed by the First Guarantor ..... / ..... / .....

Signed by the Second Guarantor ..... / ..... / .....

X .....  
(Signature of First Guarantor)

X .....  
(Signature of Second Guarantor)

DOB ... / ... / ... DRIVERS LICENCE# .....  
(First Guarantor's date of birth and drivers licence number)

DOB ... / ... / ... DRIVERS LICENCE# .....  
(Second Guarantor's date of birth and drivers licence number)

X .....  
(Signature of Witness)

X .....  
(Signature of Witness)

.....  
.....  
(Residential Address of Witness - Please print)

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.....  
(Residential Address of Witness - Please print)