

ONJSERVICES

ABN: 72 216 341 153



7/2 The Gateway, Broadmeadows, Vic 3047.



admin@onjelectrical.com.au



1300 000 ONJ



www.onjservices.com.au

Supplier to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the

Supplier as the case may be in connection with the preparation and registration of such mortgage documents.

- (c) I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
- (d) We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
- (e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Supplier against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 6.
- (f) If the charge created by clause 7(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
- (g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.

8 Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or

be in favour of each of them severally. If the Guarantor comprises more than one person the Supplier may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Supplier may choose in its absolute discretion, and the Supplier is not to be obliged to make any claim against all the persons comprising the Guarantor.

- 9. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier or under this Guarantee including without limitation proving or claiming in competition with the Supplier so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Supplier would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
- 10. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

CERTIFICATE OF GUARANTEE:

ACKNOWLEDGMENT

BY SIGNING BELOW AS GUARANTOR(S) I/WE CERTIFY THAT I/WE UNDERSTAND THE TERMS OF THIS GUARANTEE. IN PARTICULAR, I/WE UNDERSTAND THAT IF THE CUSTOMER FAILS TO MAKE ANY REQUIRED PAYMENTS TO ONJ GROUP PTY LTD MAY RECOVER THE AMOUNT OF THESE PAYMENTS FROM ME/US PERSONALLY. IN SUCH CIRCUMSTANCES, THE SUPPLIER, ONJ GROUP PTY LTD, MAY AMONG OTHER RECOVERY RIGHTS, TAKE A CHARGE OVER ANY REAL OR PERSONAL PROPERTY.

I/WE CERTIFY THAT I/WE HAVE HAD THE OPPORTUNITY OF TAKING INDEPENDENT LEGAL ADVICE IN RELATION TO THE MEANING AND EFFECT OF THIS GUARANTEE.

ALL DIRECTORS, SOLE TRADERS, BUSINESS PARTNERS AND OTHER GUARANTORS COMPLETE, PRINT AND SIGN BELOW AS GUARANTORS IN THE PRESENCE OF INDEPENDENT WITNESSES.

GUARANTOR

NAME:

ADDRESS:

SIGNATURE:

INDEPENDENT WITNESS

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