Cooky's Diesel Mechanic Repairs : Directors Guarantee Form

To: **Cooky's Mechanic Repairs**

Customer:

Registered Company Name:

ABN/ACN:

IN CONSIDERATION OF Cooky's Diesel Mechanic Repairs granting to the Customer named above credit in accordance with the Terms and Conditions of Credit (the credit facility)

I/We (also referred to as the Guarantor(s)):

1. **Guarantee** the due and punctual payment to Cooky's Diesel Mechanic Repairs of all monies which are now payable and which are from time to time due by the Customer under the credit facility.

2. **Indemnify** Cooky's Diesel Mechanic Repairs against any losses, charges, and expenses which Cooky's Diesel Mechanic Repairs might incur as a result of any default by the Customer under the credit facility or the enforcement of this Guarantee, including but not limited to the costs of collection and legal costs.

I/We further agree and acknowledge that:

3. The Terms and Conditions of Credit are attached to the Credit Application Form.

4. The obligations under this Guarantee are continuing and will not by affected by Cooky's Diesel Mechanic Repairs granting any extension, waiver or indulgence to the Customer, any variation to the credit facility by Cooky's Diesel Mechanic Repairs, the Customer becoming subject to external administration or the refusal by Cooky's Diesel Mechanic Repairs to supply further credit to the Customer.

5. If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally.

6. Cooky's Diesel Mechanic Repairs may exercise rights under this Guarantee without first having exercised or exhausted all of its legal rights against the Customer of any other Guarantor.

THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH CONTAINS BINDING LEGAL OBLIGATIONS. DO NOT SIGN IT IF YOU DO NOT UNDERSTAND IT.

EXECUTED AS A DEED:

Signature of Guarantor 1:

Date:

Name:

Address:

Signature of Witness:

Name:

Address:

Signature of Guarantor 2:

Date:

Name:

Address:

Signature of Witness:

Name:

Address: