

- (iv) enforce security interests created by this Agreement;
- (v) terminate this Agreement without notice at any time. If Dealer's account is terminated, Dealer must immediately pay IBC any amount Dealer owes IBC;
- (vi) Exercise any rights that IBC has under these Terms or that are available to IBC at law.

**18. Miscellaneous Provisions**

- (a) **Notices.** Any notice may be given by phone, in person, posted, or sent by facsimile or email to Dealer or where Dealer is a company, to any directors of Dealer.
- (b) **Confidentiality.** Dealer shall at all times treat as confidential all non-public information and material received from IBC and shall not publish, release, or disclose the same without IBC's prior written consent. For clarity, confidential information includes prices.
- (c) **Costs.** Dealer must pay IBC's costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of IBC's rights, remedies and powers under this Agreement.
- (d) **Credit Information.** Dealer consents to IBC, or any financier or credit-rating agency, making enquiries of and obtaining any information about Dealer's financial standing and credit worthiness.
- (e) **Jurisdiction.** These Terms are governed by the laws of New Zealand. Each party agrees to submit to the non-exclusive jurisdiction of the courts of Japan with respect to any claim or matter arising out of or in connection with this agreement.
- (f) **Force Majeure.** If IBC has given Dealer a time for delivery of the vehicles (or any part of them), such time is approximate only and is not deemed to be of the essence. IBC shall not be liable for delay or failure to perform its obligations under these Terms if the cause of delay or failure is beyond its control.
- (g) **Other terms:** All other terms as stated in the terms of trade in the IBC website which the Dealer has accepted upon signing up with IBC, provided that if any of the terms is not consistent with this Agreement then the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives in \_\_\_\_\_ 2024.

**IBC Japan Limited**

**Jojo Hemi**  
President & CEO



**Manz Motors T/A Auto Legend**

**Leo Gong**  
Manager



## Deed of Guarantee

From: [Dealer owner's name] ("Guarantor")

To: IBC Japan Limited ("IBC")

in respect of all of the obligations owing from time to time by [Dealer's full name] ("Dealer") to IBC pursuant to the Vehicle Supply Agreement ("VSA") dated on or about the date as this Deed of Guarantee.

1. In consideration of IBC agreeing to supply vehicles to the Dealer at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees to IBC the due and punctual payment by the Dealer of all moneys payable by the Dealer under the VSA as well as the cost and expenses incurred by IBC in collecting any outstanding debt including any legal fees for the services of a lawyer, and the performance by the Dealer of its obligations to IBC under the VSA.
2. The Guarantor agrees:
  - a. to be deemed as principal debtor for all accounts held by the Dealer with IBC;
  - b. that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several;
  - c. that the Guarantor's liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
    - i. the granting of time, credit or the indulgence or other concession to the Dealer;
    - ii. any alteration, modification, variation or addition to any agreement in respect of the supply of vehicles; or
    - iii. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, the Guarantor's obligations under this guarantee or any powers or remedies conferred upon IBC by this guarantee or by law.
3. By signing this Deed the Guarantor confirms that he has been advised by IBC to seek legal advice before signing this guarantee and he has either taken, or decided not to take, such advice.

EXECUTED as a deed

SIGNED by [ ] as Guarantor

in the presence of:

Witness' signature:

Witness' name:

Occupation:

Address: