SECTION 4 – PERSONAL GUARANTEE AND INDEMNITY AGREEMENT

We/I, the Guarantor(s), _____
Insert Guarantor(s) name as applicable

have requested the Supplier to supply, _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust) _____
Insert Trust Name

Trading As (if applicable) _____
Insert Registered Business Name

(the **"Customer"**) of _____ _____ _____
Insert Street Address (not a PO Box) State Postcode

with Goods on Credit.

IN THE EVENT THAT THE SUPPLIER ELECTS TO SUPPLY GOODS TO THE CUSTOMER, THE FOLLOWING WILL APPLY:

14.2. I/We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to The Supplier in the Credit Account Terms and Conditions.

14.3. I/We indemnify the Supplier against all costs, losses and expenses which the Supplier incurs as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.

14.4. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:

a. if the Supplier grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee);

b. by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors;

c. any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.

14.5. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to the Supplier.

14.6. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being delivered to both the Supplier at the Supplier's registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.

14.7. I/We authorise the Supplier to do each of the things listed in clause 14 of the Credit Account Terms and Conditions in relation to my/our personal credit matters.

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

14.9. 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.

14.10. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer 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 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.

14.11. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, 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.