

Deed of Guarantee and Indemnity in favour of The Buying Group Limited (TBG)

For limited companies, limited partnerships, incorporated societies and trusts

Note: if the Customer named in Part 1 is a:

- **Limited Company**, this guarantee must be completed by company director(s);
- **Limited Partnership**, the guarantee must be completed by the general partner(s) and limited partner(s).

Definitions of capitalised words are set out in The Buying Group Limited Trade Terms.

The guarantors named below ("Guarantor") acknowledge that they:

- a) are advised to seek independent legal advice before signing this Guarantee and Indemnity;
- b) have either first obtained independent legal advice or have decided to waive the rights to do so;
- c) have read the provisions of the Guarantee and Indemnity set out below and understand its nature and effect; and
- d) agree that they are bound by the Guarantee and Indemnity.

Guarantee and Indemnity

In consideration of Products supplied in accordance with the TBG Trade Terms, at the request of the Customer, I/We jointly and severally:

1. Guarantee:

1.1 the due and punctual payment to TBG by the Customer by the Due Date, or upon demand, the Sum Owing and all other monies which are presently owing or which may in the future become owing to TBG by the Customer, in respect of Products, or which may otherwise become payable by the Customer to TBG.

2. Acknowledge:

- 2.1 that I/we are bound by the terms and conditions of the Trade Terms as a Guarantor.
- 2.2 TBG may at any time in its discretion and without giving notice refuse further credit to the Customer.
- 2.3 agreement to be bound as principal debtor(s) so that the liability of me/each of us under this Guarantee shall not be released by any delay or other indulgence or concession which TBG may grant to the Customer or any compromise which TBG may reach or variation TBG may agree with the Customer or me/any of us, or by any other act, matter, circumstance of law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.
- 2.4 I/we will not in any way compete with TBG for payment in the event of bankruptcy or liquidation of the Customer.
- 2.5 this guarantee is in addition to, and not in substitution for, any other security or rights which TBG may presently have or may subsequently acquire and this Guarantee may be enforced against me/each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer or the other of us.
- 2.6 this guarantee shall bind my/our respective personal representatives.
- 2.7 TBG may, in the event of default in payment by the Customer and the Guarantor(s) complete and register an all obligations mortgage (Registrar General of Land approval 2015/4328) and/or

caveat at my/our cost over any of my/our property to secure the Sum Owing and all other monies owed by the Customer to TBG and for that purpose I/ we irrevocably appoint a director of TBG as my/our attorney for the purpose of completing the mortgage and/or caveat.

- 2.8 the Guarantee and Indemnity shall remain in full force and effect and shall not be deemed to have been released or discharged or in any way vacated until TBG has acknowledged in writing that the Guarantee and Indemnity is released.
- 2.9 TBG has received personal information about me/us and may use and disclose that information for credit assessment, product supply decisions, debt collection, marketing, and for the purposes of credit enquiries by credit and debt collection agencies as set out in the "Information Use" section in the Trade Terms.
- 3. Agree:**
 - 3.1 independently of the Guarantee to indemnify TBG against all damages, claims and losses (including costs) which TBG may suffer or incur as a result of any failure by the Customer to make due and punctual payment of the monies detailed in clause 1 of this Guarantee and Indemnity whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against me/us or any of us for any reason.
 - 3.2 this Guarantee and Indemnity shall be an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and shall remain in full force and effect until all the monies owing to TBG by the Customer and all the obligations under the Account and TBG Trade Terms have been fully paid, satisfied or performed.
 - 3.3 if the Customer is a trust or person acting as trustee of a trust, then "Customer" in this Guarantee and Indemnity shall include all present and future trustees of that trust.

Guarantor 1

Signature: _____
 Full Name: _____
 Residential address: _____

 Date of Birth: / /

 Signature of witness: _____
 Name of Witness: _____
 Residential address: _____

Guarantor 2

Signature: _____
 Full Name: _____
 Residential address: _____

 Date of Birth: / /

 Signature of witness: _____
 Name of Witness: _____
 Residential address: _____

Occupation:

Occupation:
