

DIRECTORS GUARANTEE / PERSONAL GUARANTEE

To: Bracton Industries (NSW) Pty Ltd (ABN: 73 003 060 160) of 50 Chard Road Brookvale, NSW 2100.
IN CONSIDERATION of Bracton Industries (NSW) Pty Ltd (hereunder called "the Company") agreeing to supply goods and services on credit to the following Applicant

.....(the customer) ABN:
I/we, director(s) or owner(s) of the applicant party (hereunder called "the Guarantor")

Corporation Sole Trader

Directors / Owners Name	Address	Telephone Number
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.....
.....

The above listed directors hereby GUARANTEE (jointly and severally in the case of more than one Guarantor) the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under the Company's Terms and Conditions of Trading or whether arising in any other way on any account whatsoever operated by the Customer with the Company.

AND I/WE FURTHER DECLARE THAT:

1. this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or to the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason.
2. I/WE will make due and punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above.
3. the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained.
4. if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primary liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in respect of any failure by the Customer to make payment or perform or observe any covenant, obligation, term or condition of this Guarantee and form and against all losses, damages, costs, charges and expenses of any kind which the Company may incur because of or arising out of the default by the Customer under the Company's Terms and Conditions of Trading or howsoever arising.
5. the proper law of this Guarantee shall be the law of the State of Victoria and that any proceedings to be taken by the Company may be taken in the Courts of such State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of such State.

The Guarantor agrees that:

(a.) the Company may seek from a credit reporting agency a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as a Guarantor for credit applied for or provided to the Customer; and (b.) if the Company approves the Customer's application for credit this agreement shall remain in force until the credit facility covered by the Customer's application ceases.

AND THE GUARANTOR HEREBY DECLARES that I/We understand the nature and effect of the within Guarantee and I/We have had the opportunity of obtaining independent legal advice before signing this Guarantee.

*DATED the day of 201.....

Guarantor Signature: In the presence of

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(Witness's full name and address)