



**Bracton Industries (NSW) Pty Limited**  
50 - 54 Chard Road,  
Brookvale NSW 2100 Australia  
Phone: +61 2 9938 1800

## **Credit Account : Directors Guarantee Form**

<b>To</b>	Bracton Industries (NSW) Pty Ltd. (ACN 003 060 160), herein referred to as "Bracton".
<b>Customers Registered Company Name</b>	
<b>Customers ABN</b>	

IN CONSIDERATION OF the Bracton Industries (NSW) Pty Ltd 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 Bracton of all monies which are now payable and which are from time to time due by the Customer to Bracton under the credit facility.
2. Indemnify Bracton against any losses, charges, and expenses which Bracton 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 Bracton Credit Application Form, available for download at [www.bracton.com](http://www.bracton.com)
4. The obligations under this Guarantee are continuing and will not be affected by Bracton granting any extension, waiver or indulgence to the Customer, any variation to the credit facility by Bracton, the Customer becoming subject to external administration or the refusal by Bracton 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. Bracton may exercise rights under this Guarantee without first having exercised or exhausted all its legal rights against the Customer or any other Guarantor.
7. A Guarantor may revoke this Guarantee in accordance with this clause by delivering written notice to Bracton. Such a notice may be combined with notice of vacation of office within 14 days, as required under the Terms and Conditions of Credit. Revocation does not take effect until written acknowledgement of receipt of the notice by Bracton. Revocation or release in respect of a Guarantor will not operate to discharge the Guarantor from any obligations with respect to liabilities arising before the date of written acknowledgement by Bracton, or operate to discharge liabilities of any other Guarantor.
8. Bracton may obtain information about me/us from any credit reporting agency or credit provider for credit reference purposes and may disclose information about me/us and this Guarantee to a credit reporting agency.

**WARNING:** THIS IS AN IMPORTANT DOCUMENT WHICH CONTAINS BINDING LEGAL OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD CONSULT YOUR LEGAL ADVISOR BEFORE SIGNING.



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**EXECUTED AS A DEED:**

Signature of Guarantor		Date (dd/mm/yyyy)	
Name of Guarantor		Home Address	
Signature of Witness			
Name of Witness		Home Address	

**ADDITIONAL GUARANTORS AND WITNESSES (IF APPLICABLE) MAY SIGN BELOW:**

Signature of Guarantor		Date (dd/mm/yyyy)	
Name of Guarantor		Home Address	
Signature of Witness			
Name of Witness		Home Address	

Signature of Guarantor		Date (dd/mm/yyyy)	
Name of Guarantor		Home Address	
Signature of Witness			
Name of Witness		Home Address	

Signature of Guarantor		Date (dd/mm/yyyy)	
Name of Guarantor		Home Address	
Signature of Witness			
Name of Witness		Home Address	

**Completed form and attachments to be sent via post or email.**

Bracton, PO Box 1348, Dee Why NSW 2099

TELEPHONE 02 9938 1800

EMAIL [accounts@bracton.com](mailto:accounts@bracton.com)