

food processor supplies

ABN 17 000 011 441

ANNEXURE B: DIRECTORS GUARANTEE

1.

In consideration of BUNZL FOOD PROCESSOR SUPPLIES PTY LTD (hereinafter called "Company") supplying or continuing to supply goods to:

(A) State Full Title of		(A) (Hereinafter called "Principal ") at my request which is hereby made,
Company		(B) I,
(B) Full Name of Director		(C) of,
(C) Full Private Address of Director		Company Director (hereinafter called "Guarantor") hereby guarantees the due payment by the Principal to the Company of the present and future balance of any debt payable by the Principal to the Company notwithstanding that I do not receive notice of any failure by the Principal to pay such balance of debt according to the terms agreed on between the Principal and the Company.
	2.	This guarantee shall be a continuing guarantee to the Company irrespective of any sum or sums which at any time may be paid to or received by the Company for or on account of the Principal and shall subject to paragraph 2 hereof remain in force until determined by notice in writing signed by me (or in the case of my death by my personal representative) and delivered to the Company. Such determination shall relate to future dealings only. I agree that my liability hereunder shall not be affected by any change in the constitution of the Company nor by the Company giving the Principal an extension of time for payment or compounding any debt. I also agree that in order to give effect to this guarantee the Company shall be entitled to act as though I were the principal debtor and I hereby waive all and any of my rights as surety which may at any time be inconsistent with any of the provisions herein.
	3.	If any payment of money, conveyance or transfer of property or charge thereon made or given by the Principal or its agent to the Company in reduction of its indebtedness to the Company be later declared to be void against any liquidator of the Principal, the amount of the debt of the Principal to the Company which is hereby guaranteed by the Guarantor shall include the amount for which credit had previously been given for such payment of money, conveyance or transfer of property charge thereon which was declared to be void as against the liquidator. Any discharge or partial discharge of the obligations of the Guarantor hereunder whether by payment or by notice duly given shall be conditional upon no such declaration as aforesaid being made.
	4.	If the Principal is wound up by an order of the court of otherwise the Company may prove the whole of its debt against the Principal in liquidation and the unsatisfied balance after payment of such dividends by the liquidator of the Principal shall be payable by the Guarantor or the Principal.
	5.	Notwithstanding anything hereinbefore contained in the event that the Principal's account with the Company or any part thereof has not been paid in full for a period of 7 days after full payment is due, action to recover the overdue amount can be taken against me as the Guarantor by the Company immediately.
	6.	I agree to the terms of the Privacy Notice contained in the Account Application Form (a copy of which has been shown to and read by me) and that the Company may obtain from a credit reporting agency a consumer credit report containing information about me for the purpose of assessing whether to accept me as a guarantor for credit applied for by, or provided to, the Principal. I agree that this agreement commences from the date of this document and continues until the credit covered by the Principal's application ceases.
		Dated this Day of 20
		Signed sealed and delivered by the said:
(D) Full Name of Director		(D) Signature
(E) Full Name of Witness		In the presence of:
(F) Full Name		(E) Signature
of Director		(F) Signature
(G) Full Name of Witness		In the presence of:

(G) ______Signature _____