

## D. RETENTION NOTICE:

Risk in any goods supplied by Western Pet Supplies to the customer shall pass when such goods are delivered to the customer or into custody on the customer's behalf but ownership in such goods shall be retained by Western Pet Supplies until payment is made for the goods. Until such payment has been made in full the customer shall hold the goods as bailee only for Western Pet Supplies. Should any goods sold become constituents of or be converted into other products while subject to Western Pet Supplies ownership shall extend to those other products. If the customer defaults on the payment, or enters bankruptcy, liquidation or has a receiver appointed it shall be lawful for Western Pet Supplies, without notice, to enter the customer's premises where the goods may be and take possession of them. If the customer re-sells the goods before legal ownership has passed then the customer shall be deemed to be acting as Western Pet Supplies agent and shall therefore keep the proceeds separate from any other monies and account to Western Pet Supplies.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

In The Presence of: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

BY SIGNING THIS FORM YOU AGREE TO ADHERE TO OUR TERMS AND CONDITIONS OF TRADE (SECTION 'F')

## E. PERSONAL GUARANTEE (Applies to all entity types):

**Note: This must be all Director's Full Names in the case of a Company, all partners' full names in the case of a partnership, or the Trustee's full name in the case of a trust.**

In consideration of Western Pet Supplies at my request agreeing to supply goods from time to time to:  
I \_\_\_\_\_ I/We unconditionally guarantee you the due and  
punctual payment by the customer of all monies payable in respect of the goods as and when the same shall become  
due and payable by the customer.

This guarantee shall be a continuing guarantee and shall not be discharged by any settlement or account.

My/Our liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:

- a) The guarantee of time, credit or other indulgence or other concession to the customer.
- b) Any alteration, modification, variation or addition to any agreement in respect of the supply of goods, or
- c) Any other act, omission or event which, but for these provisions might operate to discharge, impair or otherwise affect my obligations under this guarantee or any of the rights, powers or remedies conferred upon you by the guarantee or by the law.

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(DIRECTOR/PARTNER/PROPRIETOR/TRUSTEE)

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(DIRECTOR/PARTNER/PROPRIETOR/TRUSTEE/SECRETARY)