

GUARANTEE AND INDEMNITY

This is a LEGAL DOCUMENT, if you are unsure of its meaning and/or effect YOU SHOULD SEEK LEGAL ADVICE

- A) Each person designated in the signing section of this guarantee and indemnity as a Guarantor ("**Guarantor**") has requested *WAGNERS* to supply or to continue to supply goods and/or services to _____ ("**Applicant**"), and *WAGNERS* does so in consideration of this guarantee and indemnity.
- B) Each Guarantor jointly and severally guarantees to *WAGNERS* prompt performance of all of the Applicant's obligations contained or implied in any agreement the Applicant has with *WAGNERS* for the supply of goods or services pursuant to any such agreement, including an agreement under the Standard Conditions of Sale. Where the Applicant's obligation is to pay money, ***WAGNERS may sue the Guarantor*** for any money not paid by the Applicant as a liquidated debt (including interest pursuant to clause 7 of the Standard Conditions of Sale).
- C) Each Guarantor acknowledges and agrees that *WAGNERS* may act as though he or she was the principal debtor and agrees to be bound by the Standard Conditions of Sale as if they were the Applicant.
- D) In addition to the Guarantor's liability under paragraph B), each Guarantor indemnifies *WAGNERS* against loss suffered by it in connection with *WAGNERS*' supply of goods or services to the Applicant.
- E) The Guarantor's liability under paragraphs B) and C) is not affected by:
- a. the granting of time, forbearance or other concession by *WAGNERS* to the Applicant;
 - b. an absolute or partial release of the Applicant or any Guarantor or a compromise with the Applicant or any Guarantor;
 - c. variation or termination of the supply agreement;
 - d. the fact that the supply agreement is wholly or partially void, voidable or unenforceable;
 - e. non-execution of this guarantee and indemnity by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors; and
 - f. the fact that a demand to the Guarantors has not been made.
- F) The liability of any Guarantor is not discharged by a payment to *WAGNERS* which is later voided by law. If that happens, *WAGNERS*, the Applicant and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
- G) Until *WAGNERS* has received all money payable to it by the Applicant:
- a. no Guarantor may prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
 - b. each Guarantor must hold any claim it has and any dividend it receives on trust for *WAGNERS*.
- H) *WAGNERS* may at any time, at its discretion without notice to the Guarantor, refuse further credit or supply of goods or services to the Applicant, or increase supply without affecting the Guarantor's liability to *WAGNERS* under this guarantee and indemnity.
- I) *WAGNERS* shall provide account information upon written request by You and/or Guarantor; however, You and/or Guarantor acknowledge that the account status, (that is, the activity thereon, payment, credit limit and any default) is the responsibility of You and/or Guarantor.
- J) Where You are the Trustee of a Trust, then You acknowledge and agree that as Trustee You shall be personally liable for the Applicant's account in addition to the Trust and the assets of You and the Trust shall be available to *WAGNERS* to discharge the monies owed on the account.
- K) Each Guarantor waives any rights as surety that may be inconsistent with any of the other terms of this guarantee and indemnity.
- L) Each Guarantor acknowledges that *WAGNERS* has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under this Deed of Guarantee and Indemnity prior to their execution of it.

SIGNATURE OF GUARANTORS

Full Name of Guarantor _____ Signature _____ Dated this _____ day of _____ 20____ Relationship to Applicant (e.g. Director, Family) _____ Current Address _____ _____ Post Code _____	Full Name of Guarantor _____ Signature _____ Dated this _____ day of _____ 20____ Relationship to Applicant (e.g. Director, Family) _____ Current Address _____ _____ Post Code _____
Full Name of Witness _____ Signature _____ Dated this _____ day of _____ 20____ Relationship to Guarantor (e.g. Director, Family) _____ Current Address _____ _____ Post Code _____	Full Name of Witness _____ Signature _____ Dated this _____ day of _____ 20____ Relationship to Guarantor (e.g. Director, Family) _____ Current Address _____ _____ Post Code _____