

# TERMS AND CONDITIONS OF SALE



Name and Address of all Owners/Partners and/or Directors : \_\_\_\_\_

Do you require a monthly statement? Y / N

## DIRECTORS GUARANTEE AND INDEMNITY (Guarantee)

**WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.**

As part of your application for credit, this director guarantee must be completed and signed by all directors in the presence of independent witnesses (not spouses/partners or family members).

I/We, the Guarantor(s)

\_\_\_\_\_   
 Insert Guarantor(s) name as applicable

have requested Assta labels Pty Ltd  
(ABN 58 000 898 742) (**Company**) to supply

\_\_\_\_\_   
 Insert Company name/Partnership/Sole trader

Trust name (if a trust)

\_\_\_\_\_   
 Insert trust name

Trading as (if applicable)

\_\_\_\_\_   
 Insert registered business name

the (**Purchaser**) of

\_\_\_\_\_   
 Insert address

With goods and services on credit.

### Should the Company elect to supply goods or services from time to time to the Purchaser:

1. I/We guarantee to the Company the due and punctual performance by the Purchaser of all obligations of the Purchaser to the Company including but not limited to the due payment of:

(a) the whole price charged by the Company for goods or services supplied to the Purchaser from time to time, without any deduction or setoff whatsoever; and

(b) any other monies now or in the future owing by the Purchaser to the Company.

2. I/We indemnify the Company against all costs, losses and expenses which the Company incurs in relation to the supply of goods and services by the Company to the Purchaser.

3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and indemnity and shall not in any way be affected:

(a) if the Company grants any extension of time or other indulgence to the Purchaser or varies the terms of the Purchaser's account;

(b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors;

(c) any payment by the Purchaser being later avoided by law, whether or not I/we have been given notice of these matters.

4. I/We agree that an application for credit made by the Purchaser is deemed to have been accepted by the company from the date of the first invoice issued by the Company to the Purchaser and, without further notice to me/us, this Guarantee will extend to all liabilities owed by the Purchaser to the Company.

5. As security for the obligations and liabilities of the Guarantor(s) contained in the Guarantee, I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all real property in favour of the Company.



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6. Without limiting the generality of the charge in clause 5, I/we agree on request by the Company to execute any documents and do all things reasonably required by the Company to register a mortgage over any real property I/we own. In the event that the Guarantors fail to deliver the requested documents, the Guarantors hereby appoint the Company to be the lawful attorney of the Guarantors for the purposes of executing and registering such documents. I/We indemnify the Company on an indemnity basis against all costs and expenses incurred by the Company as the case may be in connection with the preparation and registration of such mortgage documents.

7. I/We consent unconditionally to the Company lodging a caveat or caveats noting its interest in any real property that I/we own.

8. If any payment made by or on behalf of the Purchaser is alleged to be void or voidable by any liquidator or other insolvency practitioner appointment to the Purchaser under any law related to insolvency, I/we indemnify the Company against any costs or losses it may incur in connection or losses it may incur in connection with such claim.

9. Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person the Company may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Company may choose in its absolute discretion, and the Company is not to be obliged to make any claim against all the persons comprising the Guarantor.

10. Until the whole of the Purchaser's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Company) either directly or indirectly, and either before or after the winding up or bankruptcy of the Purchaser, or any person, take any steps to recover or enforce a right or claim against the Purchaser relating to any sum paid by the Guarantor to the Company under this Guarantee including without limitation proving or claiming in competition with the Company so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Company would be entitled to receive pursuant to the winding up or bankruptcy of the Purchaser.

11. The definitions in the Application for Credit shall apply in this Guarantee. Singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

## Acknowledgment

By signing below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/we understand that if the Purchaser fails to make any required payments to the Company, the Company may recover the amount of these payments from me/us personally. In such case, the Company may, amongst other recovery rights, enforce any security interest granted by me/us in favour of the Company pursuant to this Guarantee.

I/We certify that I/We have had the opportunity of taking independent legal advice in relation to the meaning and effect of this Guarantee.

All Guarantors complete, print and sign below as Guarantors in the presence of independent witnesses (not spouses or family members).

Guarantor	
Name	
Address	
Signature	

Witness (executed by independent witness)	
Name	
Address	
Signature	
Date	

Guarantor	
Name	
Address	
Signature	

Witness (executed by independent witness)	
Name	
Address	
Signature	
Date	

