

**GUARANTEE FORM (SOLE TRADER)**



**Arla Food Mayer Australia Pty Ltd and/or MAYERS FINE FOOD Pty Ltd**

In consideration of you having at my request agreed to supply and/or to continue to supply to: ..... of ..... (hereinafter called "the debtor") with goods and/or services from time to time. I Hereby Jointly and Severally agree with you as follows:

- 1. To guarantee to you the payment by the debtor for all goods and/or services as you may have hither to supplied or as you may hereafter supply from time to time at his/her request and will not withstanding that I shall not have notice of any neglect or omission on the debtor's part to pay for such goods and/or services according to the terms agreed on between you and him/her.
- 2. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness or liability to you in respect of goods and/or services supplied or to be supplied to the debtor as aforesaid or upon any other account howsoever arising.
- 3. You shall be at liberty without discharging Me from the liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and to accept payment from the debtor in cash or means of negotiable instruments and to treat the debtor in all respects as though I were jointly liable with him/her as debtors to you instead of being merely sureties for the debtor and in order to give full effect to the provisions of this guarantee I Hereby Waive and each of Us Hereby Waive all rights inconsistent with such provision and which we might otherwise as sureties be entitled to claim and enforce.
- 4. You may at any time or times at your discretion and without giving any notice whatsoever to Me, refuse further credit or supplies of goods and/or services to the debtor and grant to the debtor or to any drawers acceptors or endorsers of Bills of Exchange promissory notes or other securities received by you from the debtor or on which the debtor may be liable to you at any time or other indulgences and compound with the debtor or them respectively without discharging or impairing my liability under this guarantee.
- 5. This guarantee shall be enforceable against Me jointly and each of Us severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against Us or either of Us by this guarantee be outstanding or in circulation, and to secure payment to you of any amounts outstanding I charge all my property both real and personal with the amount of my indebtedness until discharged, and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall, in fact, be valid and effectual instrument of guarantee binding against such a person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- 6. This guarantee shall remain in force as to future transactions until determined by one calendar months' notice in writing given by Me (or in case of death by My personal representative) which shall be left personally with the Company Secretary of (Creditor) at its registered office in the state of New South Wales.

Date: [ ] Date: [ ]

**Arla Food Mayer Australia**  
Unit B1, 2-8 McPherson Street, Banksmeadow, NSW 2019, Australia, P.O. Box 196, Matraville, NSW 2036, Australia, Tel: +61 2 9669 2211  
Fax: +61 2 9669 1051, Website: [www.mayers.com.au](http://www.mayers.com.au), Email: [info@mayers.com.au](mailto:info@mayers.com.au)  
ABN: 78 167 620 706

**F. MAYERS (IMPORTS) PTY LTD, Trading as MAYERS FINE FOOD PTY LTD**  
Unit B1, 2-8 McPherson Street, Banksmeadow, NSW 2019, Australia, P.O. Box 196, Matraville, NSW 2036, Australia, Tel: +61 2 9669 2211, Fax: +61 2 9669 1051, Website: [www.mayers.com.au](http://www.mayers.com.au), Email: [info@mayers.com.au](mailto:info@mayers.com.au)  
ABN: 51 000 697 889

Signature of Guarantor:	Signature of Guarantor:
Witness:	Witness:

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