

# DIRECTORS GUARANTEE & INDEMNITY (GUARANTEE)



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

In consideration for agreeing, at our request, to grant a credit facility to..... Pty Ltd ("the Company/Entity")

1. Personally, guarantee the payment to **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** of all amounts owed by the company to **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** from time to time.
2. I/We agree to indemnify and keep indemnified against any loss that it may suffer as a consequence of providing a credit facility to the company.
3. I/We agree that I/We will be liable under the guarantee as if I/We had originally purchased the goods supplied by **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** to the company.
4. This guarantee and indemnity cannot be revoked by Me/Us.
5. **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** does not have to demand payment by the company/Entity before making a demand for payment from Me/Us for any monies owed by the company to **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD**.
6. I/We agree that this guarantee and indemnity is binding on each of Us individually and all of Us jointly where more than one person has signed this guarantee and indemnity.
7. This guarantee and indemnity will not be affected by any of the following:
  - **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** giving the company additional time, over the approved credit period, within which to make payment.
  - **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** not enforcing against the company any rights that **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** has against it:
    - The company becoming insolvent: or
    - The company being released from its obligation to pay **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** or that obligation becoming void or otherwise unenforceable against the company.
8. I/We acknowledge that I/We will still be liable personally to pay any monies owed by the company to **Arla Food Mayer Australia Pty Ltd** and/or **MAYERS FINE FOOD** even where the company has paid those monies to a third party such as a liquidator, receiver or official manager.

**SIGNED** by each of the persons listed below as a personal guarantor under this guarantee and indemnity.

Name:	Name:
Signature:	Signature:
Name:	Name:
Signature:	Signature:

**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)  
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