

# Personal Guarantee

To: Nuway Landscape Supplies Pavers & Walls  
(which include the entities Mimeway PL, Langsville PL, Nuway7 PL, Nuway West PL and Nuway Forestdale PL)

The Deed of Guarantee is made by (Name of Guarantor/s): .....

Of (address) .....

I/we agree with you as follows:

I/we will guarantee and be answerable and responsible to you for the due payment by the principal debtor for all such goods as you may from time to time at its request supply to it, notwithstanding that I shall not have notice of any neglect or omission on its part to pay for such goods according to the terms agreed on between you and it.

This agreement shall be a continuing guarantee to you for the whole debt that shall be contracted by the principal debtor with you in respect of all goods supplied.

All dividends, compositions and payments by you from the principal debtor or from its estate, whether in bankruptcy or otherwise, shall be taken up and applied by you as payments without there being any deduction in respect of any claim arising under this guarantee and my right to subrogated to you in respect thereof shall not arise until you have received the full amount of all your claims against it.

You may at any time or times at your absolute discretion, and without giving notice whatsoever to me, refuse further credit or supplies to the principal debtor and grant to it or any drawers, acceptors or endorsers of bills of exchange, promissory notes or other securities received by you from it, or on which it may be liable to you any time, or other indulgence and compound with it or them respectively, without discharging or impairing my liability under this guarantee.

This guarantee shall be enforceable against me notwithstanding that any negotiable or other securities referred to in this deed poll, or to which it shall extend or be applicable, shall at the time of proceedings being taken against me on this guarantee be outstanding or in circulation.

No changes in the constitution of your firm shall impair or discharge my liability under this guarantee.

In order to give effect to this guarantee I declare that you shall be at liberty to act as though I were a principal debtor and I waive all and any of my rights as guarantor which may at any time be inconsistent with any of the above provisions.

This guarantee shall be revocable at any time as to future transactions by One (1) month notice in writing given to you or your duty authorised agent by me or in case of my death by any executor or personal representative.

Dated this ..... day of ..... 20 .....

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Signature (of Guarantor)

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Signature (of Guarantor)

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Print Name (of Guarantor)

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Print Name (of Guarantor)

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Private Address of Guarantor

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Private Address of Guarantor)

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Signature (of Witness)

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Signature (of Witness)

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Print Name (of Witness)

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Print Name (of Witness)