



## GUARANTORS - INDIVIDUALS

By executing this deed each Guarantor acknowledges that it has read and understood the terms of this Application for Trading Account, and has granted in favour of Sadleirs Packaging AU each Privacy Act consent and each security interest and guarantee and indemnity contained in the Trading Terms

*[Execution clause if Guarantor is an individual]*

**Signed, Sealed and Delivered by the Guarantor** in the presence of:

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)

\_\_\_\_\_  
Name of Guarantor (Print Name)

**Signed, Sealed and Delivered by the Guarantor** in the presence of:

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)

\_\_\_\_\_  
Name of Guarantor (Print Name)

**Signed, Sealed and Delivered by the Guarantor** in the presence of:

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Guarantor (Signature)

\_\_\_\_\_  
Name of Witness (Print Name)

\_\_\_\_\_  
Name of Guarantor (Print Name)

## GUARANTEE

It is the policy of Seller that personal guarantees must be provided for all credit facilities provided by Seller. FAILURE TO SIGN THE GUARANTEE WILL RESULT IN NO CREDIT FACILITIES BEING GRANTED. I/We the undersigned (in this document "the Guarantors"):

- a) unconditionally and irrevocably jointly and severally guarantee to Seller as principal debtors the due and punctual payment of all moneys payable to Seller by Buyer under the Terms and Conditions of Sale (the "Guaranteed Moneys") as and when the same are due;
- b) unconditionally and irrevocably agree that, if for any reason the Buyer does not pay any amount of the Guaranteed Moneys to Seller as and when due, in whole or in part, I/We will pay that amount to Seller on demand;
- c) as a separate and additional liability, undertake and agree jointly and severally to indemnify and keep indemnified Seller against any loss, damage, cost, charge or expense whatsoever (including legal costs on a full indemnity solicitor client basis and debt collection costs) that Seller may suffer as a consequence of any of (i) the non payment of any of the Guaranteed Moneys, in whole or in part, (ii) enforcing this guarantee, or (iii) the liability of the Buyer to pay the Guaranteed Moneys to Seller being void, voidable or unenforceable in whole or in part, as a result of any lack of capacity, power or authority or any improper exercise of power or authority affecting the Buyer;
- d) consent to the *Privacy Act 1988* disclosures as referred to above; and
- e) understand that this guarantee binds me/us personally.