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**TRADING TERMS OF CONDITIONS FOR WILSON BOLTON AND COMPANY PROPRIETARY LIMITED**

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**1. PARTIES:**

The Supplier: WILSON BOLTON AND COMPANY PROPRIETARY LIMITED, A.C.N 004 577 600

The Customer: \_\_\_\_\_  
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**2. DEFINITIONS**

- 2.1. The Supplier is Wilson Bolton and Company Proprietary Limited of 22 O'Callaghans Parade, Horsham VIC 3400.
- 2.2. The Customer is the person who places the Order for the Goods and/or services with the Supplier.
- 2.3. The Guarantor is the person or entity who agrees to be liable for the debts of the Customer.
- 2.4. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 2.5. The Goods are the vehicle, products and/or components provided by the Supplier.
- 2.6. The Services comprise the delivery and/or supply of Goods, installation, repairs and/or servicing done by the Supplier including any advice and/or recommendations.
- 2.7. The vehicle is any type of vehicle for which the Customer engages the Supplier to perform the Services. The definition of Vehicle under these Trading Terms and Conditions is consistent with that of a Vehicle defined in *Roads Safety Act (1986) VIC*.
- 2.8. The VACC is the Victorian Automotive Chamber of Commerce to which the Supplier is a member.
- 2.9. The Premises are the land and/or buildings where the Services are to be carried out.
- 2.10. The Price is the amount invoiced for Goods supplied and/or Services provided.
- 2.11. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.12. Invoices include invoices for Goods supplied or for Services provided, or both
- 2.13. Major failure is Goods and/or Services that are unsafe and/or substantially unfit for normal purpose and cannot reasonably be made fit within a reasonable time.
- 2.14. Security interest as defined in Section 12 of the *Personal Property Securities Act 2009* (Cth).
- 2.15. Security Agreement, "Commingled Goods, Collateral, Financing Statement, Financing Change Statement is defined under Section 10 of the *Personal Property Securities Act 2009* (Cth).

**3. GENERAL**

- 3.1. These Terms and Conditions together with the Supplier's Credit Application Form and the Supplier's written or verbal quotation, the Supplier's job card and VACC Car Deals booklet form this Agreement.
- 3.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions and may not be varied unless expressly agreed to by the Supplier in writing. In the event that an inconsistency exists and/or arises between these terms and the Order it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 3.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.

- 3.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 3.6. Where more than one Customer completes this Agreement each shall be liable jointly and severally.
- 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 3.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 3.9. The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.
- 3.10. The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.
- 3.11. The Customer covenants that it is either the Owner of the Vehicle or is acting with the authority of the Owner.

#### **4. PLACEMENT OF ORDERS**

- 4.1 Orders placed by the Customer with the Supplier will be considered valid when placing the Order verbally and/or in writing.
- 4.2 Any written Quotation given by the Supplier shall expire thirty (30) days after the date of the written quotation. Quotations may also be provided to the Customer by verbal communication over the telephone.
- 4.3 All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

#### **5. PRICE**

- 5.1. At the Supplier's sole discretion the Price shall be either:
  - 5.1.1. As detailed on invoices provided by the Supplier to the Customer in respect of Goods supplied or Services provided; or
  - 5.1.2. The Supplier's quoted Price as for the Order (subject to clause 5.2).
- 5.2. The Supplier reserves the right to change the Price in the event of a variation to the Supplier's Order, and notice in writing will be provided by the Supplier within a reasonable time.

#### **6. PROVISION OF GOODS AND/OR SERVICES**

- 6.1. The Supplier reserves their right to:
  - 6.1.1. Decline requests for any Services requested by the Customer.
  - 6.1.2. Cancel or postpone appointments at their discretion.
- 6.2. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Services at specific times requested by the Customer during the term of this Agreement.
- 6.3. The Customer is made aware that the Goods contained in their Vehicle presented for Service may be replaced by refurbished Goods of the same type rather than being repaired.
- 6.4. Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Customer's expectations of those Services.

- 6.5. In the discharge of its duties, the Supplier shall comply with all reasonable directions of the Customer as to the nature and scope of the Services provided.
- 6.6. Nothing in the above clause shall effect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 6.7. The Supplier may agree to provide, on request from the Customer, additional Services not included or specifically excluded in the Quotation/Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Services includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods and/or Services at the request of the Customer.

## **7. PAYMENT AND CREDIT POLICY**

- 7.1. Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.
- 7.2. For credit purposes, the two main groups of Customers are Non-Account Customers and Account Customers.
- 7.3. **Non-Account Customers**
  - 7.3.1. The Customer must make full payment of the Price upon provision of the Goods and/or upon completion of the Service.
- 7.4. **Account Customers**
  - 7.4.1. Thirty (30) day account customers must make full payment to the Supplier within thirty (30) days from the date of issue of invoice for the Goods and/or Services.

## **8. GOODS AND SERVICES TAX**

- 8.1. GST refers to Goods and Services tax under the *Goods and Services Act 1999* ("GST Act") and terms used herein have the meanings contained within the *GST Act*.
- 8.2. It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this Agreement is exclusive of the Supplier's liability of GST.
  - 8.2.1. On sale:
    - 8.2.1.1. The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this Agreement;
    - 8.2.1.2. The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the *GST Act* and Regulations.

## **9. DISHONOUR OF CHEQUE**

- 9.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
  - 9.1.1. The Supplier may refuse to supply any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges;
  - 9.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
  - 9.1.3. The Customer may be liable for a dishonoured cheque fee of \$40.00.

## **10. DEFAULT**

- 10.1. Invoices issued by the Supplier shall be due and payable upon provision of Goods and/or completion of Service for Non-Account Customers, and invoices issued by the Supplier shall be due and payable within thirty (30) days of the date of issue for Account Customers ("Default Date").

- 10.2. If the Supplier does not receive the Outstanding Balance for the Price on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
- 10.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
- 10.2.2. The Supplier may, in its discretion, calculate interest at the rate of five percentum (5%) for all monies due by the Customer to the Supplier on a monthly basis.
- 10.2.3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:
- $$\text{Commission} = \frac{\text{Original Debt} \times 100}{100 - \text{Commission \% charged by the agency (including GST)}}$$
- 10.2.4. In the event the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on [www.prushka.com.au](http://www.prushka.com.au).
- 10.2.5. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

## 11. RISK AND LIABILITY

- 11.1. The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
- 11.2. The Supplier takes no responsibility if the specifications provided by the Customer are wrong or inaccurate and the Customer will be liable in that event for the expenses incurred by the Supplier for any work required to rectify the Order.
- 11.3. The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and the Supplier relies upon the integrity of the information supplied to it.
- 11.4. The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Goods and/or Services being faulty as a consequence of insufficient information provided by the Customer.
- 11.5. In the event the Customer is the Agent, the Customer agrees to indemnify, and shall always indemnify the Supplier from claims of any kind by the Owner in relation to the Order, including but not limited to physical or financial injury, loss or damage or for consequential loss or damage for Goods and/or Services which do not amount to a major failure.
- 11.6. The Supplier takes no responsibility for representations made in relation to the Goods and/or Services or any delay in the delivery of the Goods and/or Services made by a third party or third party manufacturer.
- 11.7. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from:
- 11.7.1. Any claims in respect of faulty or defective design of any Goods supplied.
- 11.7.2. Any loss incurred as a result of delay, or failure to provide the Goods and/or Services or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control.

- 11.8. The Supplier does not represent that it will carry out any Services and/or provide and/or deliver any Goods unless it is included in the Quote.
- 11.9. The Customer accepts risk in relation to the Goods when the Goods pass to his care and/or control.

## **12. WARRANTY**

- 12.1. The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.

### **Warranty for Services**

- 12.2. The Supplier warrants that if any defect in any Service provided by the Supplier becomes apparent and is reported to the Supplier within thirty (30) days of the provision of the Services (time being of the essence) then the Supplier will (at the Supplier's sole discretion) remedy the defective Service.
- 12.3. To the extent permitted by law, the Supplier's liability in respect of defective services will be limited to:
- 12.3.1. the re-supply of the Service; or
  - 12.3.2. the payment of the cost of having the Services supplied again; or
  - 12.3.3. the refund of the Price paid by the Customer in respect of the Service.
- 12.4. In respect of all claims the Supplier shall not be liable to compensate the Customer for any reasonable delay in remedying the defective Services or in assessing the Customer's claim. The Customer warrants that it will use its best endeavors to assist the Supplier with identifying the nature of the defective Service claim.

### **Warranty for Goods**

- 12.5. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 12.6. The Customer continues to be responsible for all amounts owing to the Supplier in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and it subsequently becomes known to the parties that the warranty is void or inapplicable.
- 12.7. The Supplier warrants:
- 12.7.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replace if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
  - 12.7.2. Warranty for Goods shall only cover the cost of Goods. The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer.
- 12.8. If the Goods and Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Supplier's liability for a consumer guarantee under the Australian Consumer Law in relation to those Goods and Services is limited to, at the discretion of the Supplier:
- 12.8.1. The resupply of the Goods and Services;
  - 12.8.2. The payment of the cost of providing the Goods and Services again.

### **Statutory Warranty for Used Vehicle**

- 12.9. The Supplier provides 3 months warranty for the sale of used vehicle if the used vehicle's odometer reading is less than 160,000 kilometres and the used vehicle was manufactured less than 10 years before the sale date or 5000 kilometres, whichever occurs first.

- 12.10. The Supplier provides 1 month warranty for the sale of used vehicle if the odometer reading is 160,000 or more, or the used vehicle was manufactured 10 years or more before the sale date or 1000 kilometres, whichever occurs first.
- 12.11. Statutory Warranty for used vehicles shall not apply if any defect on the used vehicle was due to misuse, negligence caused as a result of accident.

**Claims made under Warranty**

- 12.12. Subject to clause 12.1 of this Agreement claims for warranty should be made in one of the following ways:
  - 12.10.1 The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 2.1 of this Agreement;
  - 12.10.2 The Customer must email the claim together with the proof of purchase to the Supplier on [admin@wilsonbolton.com.au](mailto:admin@wilsonbolton.com.au)
  - 12.10.3 The Customer must contact the Supplier on the Supplier's business number (03) 5382 0459
- 12.11 Goods where a claim is made are to be returned to the Supplier or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.

**13. RETENTION OF TITLE**

- 13.1. While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment of all Goods supplied by the Supplier to the Customer is made. Pending such payment the Customer:
  - 13.1.1. Shall hold the Goods as Bailee for the Supplier and shall return the Goods to the Supplier if so requested.
  - 13.1.2. Agrees to hold the Goods at the Customer's own risk and is liable to compensate the Supplier for all loss or damage sustained to the Goods whilst they are in the Customer's possession.
  - 13.1.3. The Customer should store the Goods separately and in such a manner that it is clearly identified as the property of the Supplier and keep the Goods insured to full replacement value.
  - 13.1.4. The Customer must not allow any person to have or acquire security interest in the Goods whilst the Goods are in the Customer's possession.
  - 13.1.5. The Customer may sell and/or use the Goods in the ordinary course of business.
  - 13.1.6. If the Goods are resold before all monies are paid to the Supplier, the Customer shall hold the proceeds of sale in a separate identifiable account on trust for the Supplier and promptly account the Supplier for those proceeds in payment of the Price for the Goods.
- 13.2. The Supplier is authorised to enter the Premises or the premises where the Customer stores the Goods without liability for trespass or any resulting damage in retaking possession of the Goods until the accounts owed to the Supplier by the Customer are fully paid.
- 13.3. Notwithstanding the provisions above, the Supplier shall be entitled to issue legal proceedings to recover the Price of the Goods.

**14. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ("PPSA")**

- 14.1 The Customer acknowledges that these Terms and Conditions will constitute a Security Agreement which creates a security interest in favour of the Supplier over all present and after acquired Goods and/or Services supplied by the Supplier to the Customer to secure the payment of the Price or any other amount owing under this agreement from time to time including future advances.

- 14.2 The Customer acknowledges that by accepting these Terms and Conditions and by virtue of the retention of title clause as provided for in Clause 13, the security interest is a purchase money security interest ("PMSI") as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 14.3 The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 14.4 The Supplier may register the security interest as PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notice to the Customer.
- 14.5 The Customer agrees the Supplier is not required to disclose information pertaining to the Supplier's security interest to an interest party unless required to do pursuant to PPSA or under the general law.
- 14.6 The Customer agrees and undertakes:
- 14.6.1 To sign any documents and/or provide further information reasonably required by the Supplier to register Financing Statement or Financing Change Statement on the PPSR;
  - 14.6.2 To indemnify the Supplier for all expenses and/or costs incurred by the Supplier in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods;
  - 14.6.3 Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of the Supplier;
  - 14.6.4 To provide the Supplier with 7 days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
  - 14.6.5 To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes;
  - 14.6.6 To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.

**15. LIEN AND DISPOSAL OF GOODS/VEHICLES**

- 15.1 If the Supplier does not receive the Outstanding Balance for the Goods and/or Services on or before the Default Date, the Supplier will hold a Lien over the Vehicle and may elect to retain possession of the Vehicle until the Outstanding Balance is paid.
- 15.2 In the event that the Customer has not paid the Outstanding Balance to the Supplier on or before the Default Date and the Supplier exercises its Lien and retains the Vehicle, the Customer may be charged storage fees and/or relevant transportation fees for the vehicle from the Default Date until the date that the Vehicle is collected by the Customer and the outstanding balance and storage fees are paid.
- 15.3 The Supplier may, at its sole discretion, dispose of the Vehicle by a way of re-sale in accordance with provisions set out in the *Disposal of Uncollected Goods Act 1986 (VIC)* and as amended from time to time.

**16. TERMINATION AND CANCELLATION**

**Cancellation by Supplier**

- 16.1. The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods and/or the provision of Services at any time before the Goods are delivered or the Services are provided by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.

- 16.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- 16.2.1. Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or
- 16.2.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 16.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.

**Cancellation by Customer**

- 16.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 16.4. In the event that the Customer cancels delivery of Goods and/or Services to be provided the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 16.5. If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched.

**17. SET-OFF**

- 17.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 17.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

**18. INSURANCE**

- 18.1. The Supplier is not liable to provide any insurance cover in relation to the provision of the Goods and Services. The Customer is responsible to effect whatever insurance cover he requires at his own expense.

**19. ACCESS AND VEHICLE TOWING**

- 19.1. The Customer shall, where relevant, ensure the Supplier has full and safe access to the Premises and any necessary essential services, resources, equipment, materials and information.
- 19.2. The Supplier will not be held responsible for any delay due to inclement weather, failure of the Customer to provide required items or changes requested to be made by the Customer and/or in any circumstances beyond the Supplier's reasonable control.

**20. JURISDICTION**

- 20.1. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate Courts of Victoria.

**21. PRIVACY ACT 1988**

- 21.1. The Customer and/or the Guarantor/s agrees;
- 21.1.1. For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
- 21.1.2. That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.



21.1.3. The Customer consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) *Privacy Act 1988*).

**22. ENTIRE AGREEMENT**

22.1. These Terms and Conditions as defined in Clause 3.1 constitute the whole Agreement made between the Customer and the Supplier.

22.2. This Agreement can only be amended in writing signed by each of the parties.

22.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.

22.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

NAME: .....

POSITION HELD:.....

SIGNATURE: .....

DATE: ...../...../200...

WITNESS NAME: .....

ADDRESS:.....

SIGNATURE: .....

DATE: ...../...../200...

NAME: .....

POSITION HELD:.....

SIGNATURE: .....

DATE: ...../...../200...

WITNESS NAME: .....

ADDRESS:.....

SIGNATURE: .....

DATE: ...../...../200...

**DEED OF GUARANTEE AND INDEMNITY**

We each of the undersigned, for ourselves, our respective executors and administrators jointly and severally agree that if at any time the Customer shall default in any part of its performance of this Agreement, we will on demand by the Supplier pay, to the Supplier the whole of the monies owed by the Customer to the Supplier and we will keep the Supplier indemnified against all losses, costs, charges and expenses whatsoever which the Supplier may incur by any default on the part of the Customer. This is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the Supplier enforcing payment of any of the monies owed.

**We acknowledge, by signing this Guarantee, that we have read and understood the Terms and Conditions and that we have been advised to consult our respective solicitors as to our liability with respect to this Guarantee and we agree to abide by this Deed.**

**EXECUTED AS A DEED on this**                                  **day of**                                  **20 .**

**SIGNED SEALED AND DELIVERED BY:**

Guarantor 1:

Name: .....

Address: .....

.....

Contact Number (H) .....

Contact Number (M) .....

SIGNATURE: .....

**IN THE PRESENCE OF:**

Witness Name: .....

Address: .....

.....

SIGNATURE: .....

**SIGNED SEALED AND DELIVERED BY:**

Guarantor 2:

Name: .....

Address: .....

.....

Contact Number (H) .....

Contact Number (M) .....

SIGNATURE: .....