

GUARANTEE

In consideration of Branded Kiwi Ltd agreeing to supply the Customer with Supplies on credit, we hereby jointly and severally agree with Branded Kiwi Ltd as follows:

- a. We hereby guarantee the due performance by the Customer of the Terms and we hereby guarantee to Branded Kiwi Ltd the payment of any moneys advanced by way of credit to the Customer and agree to keep Branded Kiwi Ltd fully indemnified against all damages, losses, costs and expenses arising from any failure of the Customer to pay the monies hereby
- b. guaranteed.
- c. As between Branded Kiwi Ltd and each of us, our liability shall be deemed to be that of
- d. principal debtor. This guarantee is in addition to and not in substitution for any other security or right which Branded Kiwi Ltd may have in respect to the Customer's indebtedness and may be enforced against any of us without first having recourse to any such securities or rights and without taking steps or proceedings against the Customer.
- e. The liability of each of us as guarantor shall not be affected by the granting of time, credit or any indulgence or other concession to the Customer or to any person giving any similar
- f. guarantee.
- g. This guarantee and indemnity are an irrevocable and continuing guarantee and indemnity and shall remain in full force until all obligations under the Customers' credit account have been fully paid, satisfied or performed and until Branded Kiwi Ltd grants a written release.

I/we understand that legal advice should be obtained as to the effect of the above guarantee and the potential liability of me/us as Guarantor.

I/we confirm that I/we have obtained, or elected not to obtain, such advice and have agreed to provide this guarantee.

Guarantor/s full name/s:

Guarantor/s address/es:

SIGNED by the Guarantor/s:

Witness to signature/s
of Guarantor/s

Signature of witness:

Name of witness:

Occupation of witness:

Address of witness:

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