

Where the Guarantor is an individual acting for purposes wholly or mainly outside their business, include the following words on a cover page accompanying the Deed given by the Supplier to the Guarantor to sign.

Warning to the Guarantor:

This Deed of Guarantee is an important document.

The Supplier has already signed it but before you sign it, you should read it carefully, obtain independent legal advice about it from a solicitor, ensure that you understand both what it means and also what the implications of it will be if you sign it and have it witnessed.

If you do sign it, you might have to pay to the Supplier some of the debts to it of the party defined in it as the "Principal", if the Principal does not do so, and you will have other obligations as well. Your commitment to pay will be unconditional and the amount the Supplier can ask you to pay is not limited.

Please sign and return this Note with the Deed signed by you to confirm that you have read it.

(signed)

<<Insert full name of Guarantor >>

DEED OF GUARANTEE FOR A SINGLE SUPPLY OF GOODS (UNLIMITED)

THIS DEED is dated the <<insert day>> day of <<insert month> of <<insert year>>

PARTIES

- (1) <<Insert full name of Guarantor >> [of][a company incorporated in England & Wales under number <<Insert number>> whose registered office is at] <<Insert address>> (the "Guarantor")
- (2) <<Insert full name of Supplier>> [of][a company incorporated in England & Wales under number <<Insert number>> whose registered office is at] <<Insert address>> (the "Supplier")

WHEREAS

- A. The Supplier wishes to supply and deliver to << Full Name of Supplier's customer >> (the "Principal") of << Principal's Address >> particular goods (the "Trade Goods") and the Principal wishes to receive the Trade Goods for the << insert details of Principal's business >> business carried on by the Principal at << insert principal business address of Principal >>
- B. The Trade Goods and their price are itemised in a [Purchase][Sale] [Order][Agreement] to be [signed][accepted] by the Supplier upon execution and delivery of this Deed by the Guarantor
- C. The Guarantor is [a director][the main shareholder][parent company][spouse] [<< describe other connection or relationship with Principal>>] of the Principal
- D. The Guarantor agrees to enter into this Deed at the request of the Principal and as a condition of and in consideration of the Supplier supplying the Trade Goods to the Principal (under the terms of the [Purchase][Sale] [Order][Agreement]) on or after the date of this Deed, in order to provide to the Supplier an unlimited guarantee of payment for the said Trade Goods

IT IS NOW AGREED as follows

1. In the event of default by the Principal the Guarantor agrees to pay the Supplier for the said Trade Goods as follows. The Guarantor irrevocably and unconditionally agrees to guarantee and be answerable to the Supplier for the due and punctual payment by the Principal for the Trade Goods that the Supplier supplies and delivers to the Principal pursuant to the [Purchase][Sale] [Order][Agreement]
2. If the Principal shall make default in payment when due of the amount[s] payable to the Supplier (being the amount[s] set out in the [Purchase][Sale] [Order][Agreement] , the Guarantor shall immediately on demand in writing by the Supplier unconditionally pay to the Supplier an amount equal to the amount[s] payable by the Principal to the Supplier, notwithstanding that the Guarantor may not have notice of any neglect or omission on the part of the Principal to pay for any of the Trade Goods supplied by the Supplier to the Principal according to the terms of the [Purchase][Sale] [Order][Agreement]
3. This Deed is to be a guarantee to the Supplier (subject to the limit stated in Clause 1 above) for the whole debt that is contracted with the Supplier by the Principal in respect of Trade Goods supplied and delivered by the Supplier to the Principal

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exclusive jurisdiction in respect of its subject matter

IN WITNESS whereof the parties have signed this document as a deed the day and year first above written

[EXECUTED as a DEED by

<< Print Full Name of Individual who

signed: [Guarantor]

In the presence of

Witness Full Name :

Address:

Occupation :

Signature: [Signature]

OR

[EXECUTED as a DEED by

<< Print Full Name of Guarantor Company

Acting by

<< Print Full Name of Director>> (Director)

and

<< Print Full Name of Director/Secretary>> (Secretary): *(to sign here)*

AND

[EXECUTED as a DEED by

[<< Print Full Name of Individual who

signed: [Director]

In the presence of

Witness Full Name :

Address:

Occupation :

Signature: [Signature]

OR

[EXECUTED as a DEED by

<< Print Full Name of Supplier Company

Acting by

<< Print Full Name of Director>> (Director)

and

<< Print Full Name of Director/Secretary>> (Secretary): *(to sign here)*

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