

IN CONSIDERATION of Edgesmith Limited ("ESL") supplying and continuing to supply goods to \_\_\_\_\_ (the Customer)

I / WE JOINTLY AND SEVERALLY:

- GUARANTEE** the payment on demand to ESL of all moneys now owing to ESL by the Customer and all further sums of money from time to time owing to ESL by the Customer in respect of goods and services supplied or to be supplied by ESL to the Customer or any other liability of the Customer to ESL, and the due observance and performance by the Customer of all of its obligations contained or implied in any contract with ESL, including, but not limited to the Terms and Conditions of Trade signed by the Customer. If for any reason the Customer does not pay any amount owing to ESL, the Guarantor will immediately on demand pay the relevant amount to ESL. In consideration of ESL agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions and the Guarantor acknowledges that this personal guarantee and indemnity institutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to ESL registering any interest so charged. The Guarantor irrevocably appoints ESL and each director of ESL as the Guarantor's true and lawful attorney/s to perform all necessary to give effect to this clause, including, but, not limited to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; or
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1 (a) or 1 (b).
- HOLD HARMLESS AND INDEMNIFY** ESL on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses, debt collection and legal fees) incurred by or assessed against ESL in connection with:
  - the supply of goods or services to the Customer; or
  - the recovery of money owing to ESL by the Customer including the enforcement of this guarantee; or
  - money paid by ESL with the Customer's consent in settlement of a dispute that arises or results from a dispute between, ESL, the Customer, and a third party, or any combination thereof, over the supply of goods or services by ESL to the Customer.
- ACKNOWLEDGE** this Guarantee and Indemnity:
  - shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect and not be satisfied or discharged by the Customer's account at any time or times coming into nil or credit balance until the whole of moneys owing to ESL by the Customer and all obligations herein have been fully paid, satisfied and performed and ESL has agreed in writing to release you from this document.
  - shall bind me/us and my/our personal representatives as a principal debtor and liable to ESL accordingly without affecting the Customer's obligations to ESL.
  - Is in addition to and not in substitution for any other guarantee or security or other rights which ESL may presently have or may subsequently acquire and this Guarantee may be enforced without having recourse to any such guarantees, securities or rights and without making demand or taking proceedings against the Customer.
- FURTHER ACKNOWLEDGE** that the liability under this Guarantee and Indemnity of any guarantor shall not be impaired, released, prejudiced or limited by:
  - ESL's day to day operation of the Customer's credit account (including termination of supply), granting of credit, extension of further credit, granting of time, waiver, indulgence, neglect to sue or release from partial or total liability; or any other thing whereby the guarantor(s) would have been released had the guarantor(s) been merely a surety, on ESL's part whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise;
  - a failure by any named guarantor to properly execute this deed; and/or
  - any assignment or transfer of this Guarantee and Indemnity or the terms of any agreement between the Customer and ESL.
- Agree that as security for the amount owing to us (by the Customer or by you as guarantor) from time to time, in consideration of amongst other things the forbearance to sue immediately for any debt, you hereby agree to grant a registered mortgage over all present and after-acquired land in New Zealand in which you have an interest in on the most current Auckland District Law Society all moneys memorandum of mortgage (as updated from time to time) and acknowledge that we may lodge a caveat over all such land pending registration of the mortgage.
- Understand that where I am / we are an individual, that this information is being collected in accordance with the Privacy Act 2020 and that I/we have rights of access to and correction of personal information held by ESL. I/we agree and authorise ESL to obtain or divulge any information about you (including adverse information) from or to any third party (including credit reporting and debt collection agencies) in the course of its business activities including but not limited to:
  - considering my/our credit worthiness and the operation of the account by ESL;
  - assisting ESL to meet my/our credit obligations including tracing my/our whereabouts;
  - notifying other credit providers, reporters or debt collection agencies of any information relating to the subsequent operation of this account including any default by me/us; & marketing of future goods and services.
- Expressly acknowledge that the terms of this agreement and ESL's terms and conditions of supply to the Customer have been read, understood and accepted without reservation.
- Unless otherwise expressly agreed in writing by ESL, these terms and conditions express the entire understanding and agreement between the guarantor and ESL; and
- Before you sign the Personal Guarantee ESL suggest you seek independent legal advice. We acknowledge that ESL have advised me to seek independent legal advice in respect of my obligations under this Personal Guarantee & Indemnity and have given me the opportunity to do so. I have either done so or elected not to before signing the Personal Guarantee.

BY SIGNING THIS APPLICATION YOU ARE ALSO PERSONALLY GUARANTEEING THE APPLICANT'S OBLIGATIONS WITH ESL. YOU SHOULD READ YOUR PERSONAL OBLIGATIONS UNDER OUR TERMS OF TRADE AND SEEK INDEPENDENT LEGAL ADVICE.

<b>GUARANTOR 1</b> Signed:	Full Name:
Residential Address:	DOB:     /     /     Drivers Licence Number:
<b>SIGNATURE OF WITNESS</b> Signed:	Name of Witness:
Present Address:	Occupation:

**EXECUTED** as a deed this                      day of                      20

<b>GUARANTOR 2</b> Signed:	Full Name:
Residential Address:	DOB:     /     /     Drivers Licence Number:
<b>SIGNATURE OF WITNESS</b> Signed:	Name of Witness:
Present Address:	Occupation:

**EXECUTED** as a deed this                      day of                      20

**NOTES:**

- If the Customer is a sole trader or partnership all owner(s)/partners should sign the personal guarantee.
- If the Customer is a club or incorporated society, the guarantors should be the president and secretary or the president or secretary and another committee member.