

GUARANTEE FOR THE SUPPLY OF GOODS

To: << >> (the "Supplier") of
<< Address Line 1 >>
<< Address Line 2 >>
<< Address Line 3 >>
<< Address Line 4 >>

From: << >> (the "Guarantor") of
<< Address Line 1 >>
<< Address Line 2 >>
<< Address Line 3 >>
<< Address Line 4 >>

WHEREAS

The Supplier has agreed to supply << Principal's Name >> (the "Principal") of << Principal's Address >> with goods for his business of << Principal's Business >> ("Trade Goods") carried on by him at << insert business address >>;

IT IS AGREED

1. Principal's Obligations

The Principal will observe and perform all such obligations and conditions agreed on the part of the Principal between the Principal and the Supplier, or any other agreement. In the event of default by the Principal to observe and perform all such agreements and conditions, the Supplier shall be entitled to sue the Principal for the same.

2. Guarantor's Obligations

The Guarantor will guarantee to the Supplier for the payment by the Principal of the Trade Goods supplied to the Principal from time to time;

2.1 Notwithstanding the above, the Guarantor shall not have notice of any failure on the part of the Principal to pay the Trade Goods to the Supplier; but

2.2 So that the liability of the Guarantor under this agreement shall not exceed the total sum of << £ >>

3. Liability

3.1 The Guarantor's liability shall not be affected by any extension of time or other forbearance granted to the Principal, or by the release or modification of any guarantee given by any guarantor, whether or not such release or modification is caused by the neglect or failure of the Guarantor to provide any security, right or obligation to the Supplier at any time hold, or by any change in the Principal's mode of doing business, whether by incorporation, merger or otherwise.

3.2 The Supplier may, at its discretion and without notice to the Guarantor, refuse to supply the Principal without discharging the Guarantor's liability.

- or impairing the liability of the Guarantor under this guarantee.
- 3.3 Any change by the Guarantor of doing business, whether by incorporation, merger, reorganization or otherwise will not discharge the Guarantor's liability hereunder notwithstanding Section 18 of the Partnership Act 1890.
- 3.4 The Guarantor agrees that this guarantee shall not be revoked by his death, and in any case notwithstanding any notice of revocation is served upon the Supplier in accordance with the terms of this guarantee.
4. **Principal's Bankruptcy or Insolvency**
- The Guarantor undertakes that this guarantee shall remain in full force and effect notwithstanding the Principal becoming bankrupt or insolvent, voluntarily or involuntarily, and the trustee in such bankruptcy or liquidation, or the liquidator or in the event of the Principal being dissolved or ceasing to exist, or of the failure for any reason of the Principal to perform the obligations, covenants, stipulations and conditions contained herein, that it shall remain the liability of the Guarantor.
5. **Termination**
- The Guarantor, his duly authorized representative(s) shall be entitled to terminate this guarantee by notice in writing. This guarantee shall terminate << insert number of months/days >> ("Notice Period") after the date of the notice of revocation. This guarantee shall cease with respect to all liabilities incurred and dealings entered into prior to the expiration of the Notice Period.
6. **Applicable Law and Jurisdiction**
- 6.1 English law applies to this agreement.
- 6.2 The parties agree to the exclusive jurisdiction of the English Courts.

Dated: << >>

Signed:

<< Print Name >>