



DEED OF GUARANTEE

TO: Hilti (New Zealand) Limited

(Insert full name of each Guarantor)

I/We \_\_\_\_\_

Of (Insert residential address of each Guarantor)

\_\_\_\_\_

Date of Birth(s) of each guarantor: \_\_\_\_\_

IN CONSIDERATION of you at my/our request supplying goods to \_\_\_\_\_

("Customer"), I/We jointly and severally agree as follows: [Company Name]

- 1 I/We hereby guarantee the due and punctual payment to you by the Customer, in the manner and at the times agreed upon between you and the Customer, of all amounts owing to you at any time by the Customer, in relation to goods supplied or credits given by you, or which may otherwise become payable by the Customer to you.
2 This Guarantee is a continuing guarantee and will be irrevocable and remain in full force and effect until you grant a written release of each of us from liability under this Guarantee.
3 You may at any time or times in your discretion and without obtaining my/our consent or giving any notice to me/us refuse to make further supplies to the Customer.
4 I/We agree to be bound as principal debtors so that the liability of each of us under this Guarantee will not be released by any delay or other indulgence or concession which you may grant to the Customer or any compromise which you may reach or variation you may agree with the Customer or any of us, or by any other act, matter, circumstance or law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.
5 I/We agree that I/we will not in any way compete with you for payment in the event of the bankruptcy or liquidation of the Customer.
6 I/We acknowledge that this Guarantee is in addition to, and not in substitution for, any other security or rights which you may presently have or may subsequently acquire and this Guarantee may be enforced against each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer or the other(s) of us.
7 This Guarantee will bind our respective personal representatives.
8 Personal information collected or held by you (whether contained in this Application or otherwise obtained) is provided and may be held, used and disclosed to enable you to process this or any other application the Applicant may make to you, to ascertain at any time the Applicant's creditworthiness and obtain at any time credit reports, character references or credit statements, to enable you to administer any trade account the Applicant may hold with you, to enable you to arrange and maintain credit insurance in relation to the Applicant's trading account, to enable you to notify any credit reporting or referencing agency of any application the Applicant may make to you or of any default by the Applicant in any obligation to you, to enable you to provide to the Applicant advice or information concerning products you believe may be of interest to the Applicant, to enable you to sell or assign to any person any obligation the Applicant may have to you, and to enable you to communicate with the Applicant for any purpose.

Dated \_\_\_\_\_

Signed by: \_\_\_\_\_
(as Guarantor/s)
in the presence of:

Signed by: \_\_\_\_\_
(as Guarantor/s)
in the presence of:

Witness Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Address: \_\_\_\_\_