

PERSONAL GUARANTEE AGREEMENT

This Personal Guarantee Agreement ("Agreement") is made and entered into on this [date] by and between:

Supplier: Burton Brothers Ltd having its principal place of business at South March Daventry ("Supplier");

and

Company: a company incorporated under the laws of UK with its registered office at
..... ("Company");

and

Guarantor: an individual residing at [Director's Address] ("Guarantor").

Recitals

WHEREAS, the Supplier has agreed to supply certain goods to the Company pursuant to the terms and conditions of the [Supply Agreement/Purchase Order] dated [Date] ("Supply Agreement");

WHEREAS, the Guarantor is a director of the Company and has a substantial interest in the Company;

WHEREAS, the Supplier requires the Guarantor to personally guarantee the obligations of the Company under the Supply Agreement as a condition to supplying the goods;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Guarantee

1.1 The Guarantor unconditionally and irrevocably guarantees to the Supplier, the due and punctual payment and performance of all obligations, liabilities, and indebtedness of the Company to the Supplier under the Supply Agreement (collectively, the "Obligations").

1.2 If the Company defaults in the payment or performance of any of the Obligations, the Guarantor shall, upon written demand from the Supplier, immediately pay or perform such Obligations in full as if the Guarantor were the principal debtor.

2. Scope of Guarantee

2.1 This Guarantee is a continuing, absolute, and unconditional guarantee of payment and performance and shall remain in full force and effect until all Obligations have been fully paid, performed, and discharged.

2.2 The liability of the Guarantor under this Agreement shall be direct, immediate, and unconditional and shall not be affected by any extension of time, renewal, amendment, or modification of the Supply Agreement, or any other indulgence or forbearance extended by the Supplier to the Company or the Guarantor.

3. **Waiver of Defenses**

3.1 The Guarantor waives any right to require the Supplier to proceed against the Company or any other person or to proceed against or exhaust any security held by the Supplier before enforcing this Guarantee.

3.2 The Guarantor waives all defenses based on suretyship or impairment of collateral, and any defense arising from the Supplier's failure to enforce any remedy against the Company or any other person.

4. **Subrogation**

4.1 The Guarantor shall not have any right of subrogation, reimbursement, contribution, or indemnity against the Company or any other guarantor of the Obligations unless and until all Obligations have been fully paid, performed, and discharged.

5. **Representations and Warranties**

5.1 The Guarantor represents and warrants that the execution, delivery, and performance of this Agreement do not violate any law, regulation, agreement, or instrument binding upon the Guarantor.

5.2 The Guarantor has the full power and authority to enter into and perform this Agreement and has obtained all necessary consents and approvals.

6. **Miscellaneous**

6.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Country/State].

6.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

6.3 **Amendments:** No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

6.4 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

6.5 **Notices:** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by registered or certified mail, return receipt requested, or by recognized overnight courier, to the addresses set forth above.

6.6 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Personal Guarantee Agreement as of the day and year first above written.

Supplier: BURTON BROTHERS LTD

[Peter Burton] [Title] **Company:**

[Name] [Title]

Guarantor:

[Name]

Witness:

[Name]

[Title]

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