

GUARANTY

THIS IS A GUARANTY, made by the Undersigned (who, whether one or more, are sometimes called the "Guarantors") in favor of *Seller Corporation*, a (*state registered*) Corporation, with its offices at *Seller address* ("Creditor"). In order to induce Creditor to extend from time to time credit to **[insert legal name of the customer who is applying for credit]** ("Customer") and in consideration of such extension of credit, the undersigned intending to be legally bound agrees as follows:

1. The Guarantors, jointly and severally, unconditionally and absolutely guarantee the punctual payment of all indebtedness, obligations and liabilities of Customer to Creditor now or hereafter incurred (herein called "Obligations"). Such guaranty is an absolute, present and continuing guaranty of payment and not of collectibility. It is in no way conditioned or contingent upon an attempt to collect from Distributor or upon any other action, occurrences or circumstances whatsoever. In case Customer shall fail to pay any of its Obligations, Guarantors will pay the same to Creditor together with interest on any overdue Obligation at the annual rate of 18%.

2. The liability of the Guarantors shall not be affected or impaired by (and Creditor is hereby expressly authorized to make at any time or from time to time, without notice to or further consent of the Guarantors) any compromise, settlement, release, renewal, extension, indulgence, waiver, alteration, substitution, exchange, change in, modification or other disposition, either express or implied, of all or any part of the Obligations.

3. Presentment, demand for payment, protest, notice of protest, notice of dishonor and of non-payment of the Obligations are hereby expressly waived by Guarantors.

4. No act of commission or omission of any kind are at any time upon Creditor's part in respect to any matter whatsoever shall in any way affect or impair the liability of Guarantors hereunder. No waiver by Creditor of any of the provisions of this Guaranty shall be valid unless in writing signed by an officer of the Creditor.

5. Guarantors will pay all expenses (including, without limitation, reasonable attorney's fees and the court costs) paid or incurred by Creditor in enforcing this Guaranty.

6. This Guaranty and the obligations of Guarantors shall continue until expressly terminated by the written agreement of Creditor and the Guarantors.

7. The laws of the State of *Seller's State* shall govern this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned the date set forth below.

Witness: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____

Witness: _____

Signature: _____

Print Name: _____

Address: _____

Date: _____

Accepted by *Seller Corporation*, at *Seller's City & State*.

By: _____

Date: _____