

Supply Chain Performance Bond

Guarantee Bond Number: [no.]

THIS GUARANTEE is made as a Deed **BETWEEN** the following parties whose names and registered/principal offices are set out in the Schedule to this Bond (the schedule)

1. The “Franchisee” as principal
2. The “Surety” as guarantor, and
3. The “Supplier” as beneficiary

WHEREAS:

1. By a Contract (“the Contract”) entered into or to be entered into between the Supplier and the Franchisee particulars of which are set out in the Schedule the Franchisee has agreed with the Supplier to execute supply upon and subject to the terms and conditions therein set out
2. The Guarantor has agreed with the Contractor at the request of the Sub Contractor to guarantee the performance of the obligations of the Sub Contractor under the Sub Contract upon the terms and conditions of this Guarantee subject to the limitations set out in clause 2

NOW THIS DEED WITNESSES as follows:-

1. The Guarantor Guarantees to the Supplier that in the event of a breach of the Contract by the Franchisee the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Supplier as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract .
2. The maximum aggregate liability of the Guarantor and the Franchisee under this Guarantee Bond shall not exceed the sum set out in the Schedule (the Bond Amount) but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Franchisee under the Contract
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of Supply and no allowance of time by the Supplier under or in respect of the Franchisee shall in any way release or affect the liability of the Guarantor under this Guarantee Bond
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before expiry
5. The Franchisee having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Contractor or the Guarantor against the Franchisee) to perform and discharge the obligations on its part set out in the Contract
6. This Guarantee Bond and the benefit thereof shall not be assigned without the prior written consent of the Guarantor and the Franchisee
7. This Guarantee Bond shall be governed by and construed in accordance with the laws of [Republic of Ireland] and only the courts of [[England, Ireland,Wales & Scotland]] shall have jurisdiction hereunder
8. A person who is not a party to this Guarantee Bond shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee Bond. This

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clause does not effect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

THE SCHEDULE

The Franchisee: [name] whose registered office address is

The Guarantor: [Guarantor] whose registered/principal office address is [Address]

The Supplier: [name] whose registered/principal office address is [Address]

The Contract: A Contract dated [Date] between The Supplier and the Franchisee for the supply of goods comprising [Details] for the original contract sum of € [value] ([value_in_words] Euro)

The Bond Amount: The sum of €[value] ([value_in_words] Euro)

Expiry: Bond is for a period of 12 months and expires on xx/xx/xxxx

IN WITNESS WHEREOF the Guarantor has caused its common seal to be hereto affixed this day of

1999

THE COMMON SEAL OF
The Contractor was hereunto
affixed in the presence of:-

Director

Secretary

THE COMMON SEAL OF
The Guarantor was hereunto
affixed in the presence of:-

Director

Secretary