



## Triple B Forwarders - Guaranty Agreement

This Guaranty is the Guaranty referred to in the Credit Application/Agreement. For valuable consideration, the receipt and adequacy of which is acknowledged, \_\_\_\_\_ (“Guarantor”) irrevocably and unconditionally guarantees to Triple B Forwarders, Inc. and/ or Triple B Forwarders Guam, Inc. (3B) the following obligations: All obligations, duties, liabilities, indemnities, indebtedness payment, costs and expenses (including attorney fees) arising out of or in connection with any and all Triple B bills of lading naming (please refer to item A on second page) “Shipper”) as shipper or naming a party who is acting for or on behalf of shipper (“the Obligations”)

If for any reason the Shipper should fail in any of his obligations, 3B shall not be obligated to exhaust all remedies against shipper prior to demanding payment from Guarantor pursuant to this Guaranty and Guarantor specifically waives any right it may have had to require 3B to first proceed against the Shipper prior to demanding payment from Guarantor pursuant to this Guaranty. The Guarantor hereby specifically waives any right it may have had to require 3B to first proceed against Shipper to enforce any right of whatsoever nature that it may have against Shipper.

Guarantor may only cancel this Guaranty upon thirty days written notice to 3B. Notwithstanding such termination, any applicable bill of lading issued by or on behalf of 3B prior to the effective date of termination shall remain binding on the Guarantor under this Guaranty even after the effective date of termination.

Any indebtedness that Shipper owes to Guarantor shall not affect this Guaranty by Guarantor to 3B. There shall be no right of setoff or deduction by the Guarantor with respect to any claims, which 3B may bring against the Guarantor. All sums payable by the Guarantor under this Guaranty shall be paid to 3B free of all/any restrictions and/or conditions.

In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay all attorneys’ fees, and all other costs and expenses incurred by 3B in enforcing this Guaranty in any action or proceeding arising out of, or relating to this Guaranty.

No right or remedy of 3B shall be deemed waived which 3B may have against Shipper, Guarantor or any other party, by any act or conduct or omission on the part of 3B, or by any neglect to exercise that right or remedy or by any delay in so doing; and every right and remedy shall continue in full force and effect until specifically and expressly waived in a written instrument executed by 3B.

If any provision of this Guaranty contravenes or is held invalid under any jurisdiction, this Guaranty shall be construed as though it did not contain the provision, and the rights and liabilities of the parties to this Guaranty shall be construed and enforced accordingly; however, the unaffected provisions of the Guaranty shall remain in full force and effect.

This Guaranty shall be governed by and construed in accordance with United States law and Guarantor agrees and submits to the exclusive jurisdiction and venue of any court of appropriate jurisdiction in United States and agrees that any and all matters and/or disputes arising out of our in connection with this Guaranty shall be adjudicated in the United States.

In Witness Whereof, the undersigned Guarantor has executed this Guaranty on \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Name & Signature

\_\_\_\_\_  
Title

## Item A.

### LIST ALL AFFILIATIONS YOU ARE REQUESTING CREDIT FOR

(Note: Provide all locations your organization will be shipping from where credit terms need to be extended and complete the Guaranty Agreement)

Company Name			
Telephone			
Address	City	State/Province	Postal Code
Amount of Credit Requested		Number Days (Circle One): 15 or 30	

Company Name			
Telephone			
Address	City	State/Province	Postal Code
Amount of Credit Requested		Number Days (Circle One): 15 or 30	

Company Name			
Telephone			
Address	City	State/Province	Postal Code
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Company Name			
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