

Agreement between

UCL COMPANY (PTY) LTD

Registration No. 2005/017711/07

(Hereinafter referred to as the 'Company')

and

.....
Registration/ID No.

(Hereinafter referred to as the 'Customer')

in relation to the

**APPLICATION, TERMS AND CONDITIONS OF
TRADING AND CREDIT FACILITIES AT THE
UCL TRADING DIVISION**

**TOGETHER WITH
DEED OF SURETYSHIP**

CUSTOMER DETAILS AS APPLICANT (TO BE COMPLETED IN BLOCK LETTERS PLEASE)

1. FULL REGISTERED NAME:

2. TRADING NAME(S) (If any):

3. VAT REGISTRATION No.: (Attach copy of VAT certificate)

4. POSTAL ADDRESS:

5. STREET ADDRESS:

6. DELIVERY ADDRESS:

7. TELEPHONE No.: CELL:

8. FAX No.: E-MAIL:

9. DATE ESTABLISHED: Co. Reg. No.:

10. OWNERSHIP:

SOLE TRADER	*PARTNERSHIP	*COMPANY	*CLOSE CORPORATION	*TRUST	OTHER
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(TICK WHICH IS APPLICABLE) *Attach certified copy of registration certificate

11. IS CUSTOMER A JURISTIC PERSON (i.e. any of the entities marked with an asterisk in point 10 which include a Trust with 3 or more trustees) IN TERMS OF ACT 34 OF 2005?

YES	NO
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(tick which is applicable)

12. DECLARATION IN TERMS OF SECTION 7 OF ACT 34 OF 2005 : DOES THE JURISTIC PERSON HAVE AN ASSET VALUE OR ANNUAL TURNOVER EQUAL TO OR EXCEEDING R1000 000.00

YES	NO
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(tick which is applicable)

13. NAMES AND ADDRESS/ES OF SOLE OWNER/PARTNERS/DIRECTORS/MEMBERS: (Attach certified copies of identity documents of all parties)

(a) I.D. No.:
 (INSERT FULL NAME)
 Physical home address:

(b) I.D. No.:
 (INSERT FULL NAME)
 Physical home address:

(c) I.D. No.:
 (INSERT FULL NAME)
 Physical home address:

(d) I.D. No.:
 (INSERT FULL NAME)
 Physical home address:

(e) I.D. No.:
 (INSERT FULL NAME)
 Physical home address:

14. CUSTOMER'S AUDITORS:

ADDRESS OF REGISTERED OFFICE:

15. ARE CUSTOMER'S BUSINESS PREMISES RENTED? YES NO

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Customer

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Company

IF YES, GIVE NAME AND ADDRESS OF LANDLORD

16. BANKER: BRANCH:ACCOUNT No.:

17. CREDIT LIMIT REQUESTED: R.....

18. ESTIMATED TOTAL PURCHASES PER MONTH: R.....

19. TRADE REFERENCES:

NAME	TELEPHONE/FAX	COMMENTS (FOR OFFICE USE)
(a)		
(b)		
(c)		
(d)		

20. IS THERE A GENERAL NOTARIAL BOND ON MOVABLE OR FIXED ASSETS?

IF SO, PLEASE STATE THE ASSET AND TO WHOM IT IS CEDED.....

21. HAS A CESSION OF BOOK DEBTS BEEN GIVEN TO ANY PARTY?

22. HAS SECURITY BEEN GIVEN FOR OVERDRAFT?

IF SO, WHAT FORM OF SECURITY?

23. HAVE ANY OF THE OWNERS/PARTNERS/DIRECTORS/MEMBERS EVER BEEN DECLARED INSOLVENT?

Customer

Company

THE COMPANY RESERVES THE RIGHT IN ITS EXCLUSIVE DISCRETION TO GRANT OR DECLINE THE TRADING AND CREDIT FACILITIES AND IF GRANTED TO REVOKE SAME AND TO ALTER AND/OR AMEND THE TERMS OF THE TRADING AND CREDIT FACILITIES AND THIS ACCOUNT FROM TIME TO TIME WITHOUT PREJUDICE TO THE RIGHTS OF THE COMPANY.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE STANDARD TERMS AND CONDITIONS OF TRADING REPRODUCED BELOW AND ACCEPTS SAME AND FURTHER AGREES THAT THEY SHALL BE DEEMED TO BE INCORPORATED IN AND SHALL CONSISTENTLY APPLY TO EVERY AGREEMENT ENTERED INTO BETWEEN THE CUSTOMER AND THE COMPANY.

STANDARD TERMS AND CONDITIONS OF TRADING – UCL COMPANY (PTY) LTD
Registration No. 2005/017711/07

1. IN THESE CONDITIONS:-

- 1.1 "Company" means UCL Company (Pty) Ltd, Registration No. 2005/017711/07.
- 1.2 "Customer" means the person, firm, company, close corporation, trust or other entity buying and/or trading with the Company.
- 1.3 "Goods" means supplies of Goods of any nature and includes references to services supplied or services made available by the Company to the Customer either with or without accompanying Goods;
- 1.4 All orders are subject to confirmation by the Company.
- 1.5 No variation or cancellation shall be binding unless agreed to by the Company in writing.
- 1.6 Each delivery shall be deemed to be a separate contract in respect of the Goods forming the subject matter of such delivery.

2. PRICES AND PAYMENT

- 2.1 Prices quoted are exclusive of value added tax.
- 2.2 All sums reflected on invoices as being due to the Company must be paid without deduction, demand or set-off and no payments shall be withheld or deferred on the basis of any claim or counterclaim which the Customer may allege that it has against the Company.
- 2.3 Payment terms are strictly 30 days from date of statement.
- 2.4 Payment must be made into the following bank account:

BANK: FIRST NATIONAL BANK
BRANCH: 220231
ACCOUNT NAME: UCL COMPANY (PTY) LTD
ACCOUNT NUMBER: 51993850606

- 2.5 Trading and credit facilities shall only be deemed to have been granted if made in writing by the Company to the Customer and in such event payment is to be made strictly within the credit time period so specified in writing.
- 2.6 Interest on overdue amounts shall be charged to the Customer and shall be recoverable from the Customer at the maximum rate allowed by the National Credit Act, Act 34 of 2005 or any amendment thereof.
- 2.7 All payments made by the Customer shall be credited firstly to any costs, charges and interest and finally to principal indebtedness.
- 2.8 In the event of the Customer –
 - 2.8.1 failing to make payment of any amount owing on due date;
 - 2.8.2 failing to honour any other obligations within seven (7) days of receipt of written notice to do so;
 - 2.8.3 committing an act which if committed by a natural person would constitute an act of insolvency in terms of Section 8 of the Insolvency Act, Act 24 of 1936 (as amended);
 - 2.8.4 entering into a compromise of whatsoever nature with its creditors;
 - 2.8.5 failing to satisfy a judgment granted against it within seven (7) days of the date of judgment;
 - 2.8.6 passing on any Goods acquired from the Company to any third party for resale without the prior written consent of the Company;
 - 2.8.7 alienating or losing control of its business or, if a company or close corporation, the shareholding or membership in such entity changing hands without the written consent of the Company first being had and obtained;

then and in that event, the Company shall be entitled forthwith and without notice to the Customer and without prejudice to any other rights that it may have in law –

- 2.8.7.1 to immediately suspend delivery of all orders to the Customer;
- 2.8.7.2 summarily cancel any credit facilities granted by the Company to the Customer, in which case all amounts owing by the Customer to the Company shall immediately become due and payable.
- 2.8.7.3 demand and obtain payment in respect of the full balance outstanding (notwithstanding the dates when such Goods were purchased and when the amounts in respect thereof would ordinarily become due);
- 2.8.7.4 in the case of the Customer being a supplier of raw material to the Company, deduct any overdue amounts from payments due to the Customer by the Company relating to delivered raw materials.
- 2.8.7.5 adjust the credit limit at its discretion

Customer

Company

- 2.8.7.6 forthwith repossess all Goods in respect of which payment has not been effected;
- 2.8.7.7 claim any damages which may be due by the Customer to the Company flowing from non-payment or any breach of the aforesaid terms and conditions.

- 2.9 In the event of the Company instructing any attorney to recover money or Goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on the attorney and client scale including collection commission and tracing charges incurred in connection therewith.
- 2.10 At the option of the Company any claim against the Customer may be brought in any Magistrate's Court having jurisdiction, notwithstanding that the amount of that claim may exceed the jurisdiction of the Magistrate's Court.
- 2.11 A certificate signed by a duly authorized senior official or director of the Company (whose authorization and appointment as such need not be proved) shall be *prima facie* proof (unless the contrary is proved by the Customer) of the amount due and payable by the Customer to the Company.

3. CUSTOMER'S ORDER AND RETURN OF GOODS

- 3.1 A purchase order form must be completed and signed by the Customer with any requests set out therein and handed to the counter staff at the stores or sent to the following facsimile number or e-mail address for the attention of the *sales manager*: **Fax:** (033) 5011 187 **e-mail:** buying@ucl.co.za or presented to the staff at the counter. No purchase order form will be valid without the signature of the Customer's duly authorised representative.
- 3.2 Should the customer request a purchase order remotely such purchase orders will only be granted if the account holder is known to the Company's representative and is personally requesting the purchase order. In such cases, once the purchase order has been granted the Customer is required to subsequently sign the original purchase order as soon as possible following the issue thereof.
- 3.3 Should an order be amended for whatever reason, the original purchase order is to be cancelled and replaced with a new purchase order which will be subject to the normal confirmation procedure as set out in this clause 3.
- 3.4 Notwithstanding anything to contrary in this agreement, if the supplier of Goods in relation to any purchase order is permanently closed or processing operations thereat are permanently ceased or a breakdown has occurred resulting in no Goods being supplied either temporarily or permanently, the Company shall be entitled to cancel any outstanding orders.
- 3.5 Any variations to the procedures set out in this clause 3 can only be implemented if agreed to in writing by both parties.
- 3.6 Any terms or conditions of trading whether standard or otherwise which may be set out by the Customer in any such Customer's order or any other documentation of the customer shall be subordinate to the Standard Terms and Conditions of Trading set out herein or incorporated by reference herein and any acceptance by the Company of any order is made subject to the application of the standard terms and conditions of trading.
- 3.7 No Goods meeting the accepted standards may be returned by the Customer to the Company and no credits will be passed in favour of the Customer whether in respect of the return of such Goods or for any other reason unless authorised in writing by the Company or other representative duly empowered by written resolution of the Company to do so.

4. DELIVERY AND PACKAGING

- 4.1 The Company does not guarantee dispatch or delivery on any specific date and the Company shall not be liable for any damages for failure to effect dispatch or delivery on the requested date nor shall the Customer be entitled to cancel any such order by reason of any such delay in dispatch or delivery unless the requested delivery date is specifically accepted in writing by the Company as being a fundamental and material term or condition of the order.
- 4.2 Where the delivery has not been signed by the Customer with the written discrepancy qualification or complaint, the Company shall not be liable for same unless the Customer has specified on the delivery note the exact nature in writing of the discrepancy, qualification or complaint insofar as same relates to the Goods charged and the Goods delivered.
- 4.3 Any claim in respect of such discrepancy, qualification or complaint must be made in writing to the Company within ten days of receipt of the Goods by the Customer.
- 4.4 Goods are never sold on consignment or delivered on a consignment basis notwithstanding any contrary representation or understanding concluded by the Customer with any agent or any other representative of the Company and despite any representations to the contrary which may have been made or alleged to have been made on behalf of the Company.
- 4.5 If the Company is required to expedite delivery ahead of the requested or agreed time, the Company shall not be liable for defects occasioned or linked to the expedited period and should such expedited delivery require payment of overtime wages and other additional costs or delivery charges all such extras shall be for the Customer's account.
- 4.6 Provided that the delivery of the quantity ordered does not exceed nor fall short of the original quantity ordered by more than 10% (ten per cent) the Customer shall accept such partial delivery as good and complete delivery and shall pay the contract price pro-rata for any such pro-rata delivery.

5 OWNERSHIP AND RISK

- 5.1 Ownership of the Goods sold or disposed of by the Company to the Customer shall not pass to the Customer until the full purchase price thereof shall have been paid to the Company.
- 5.2 The Customer assumes all risk and liability for all Goods purchased from the Company the moment the Goods are loaded onto the transportation vehicle.
- 5.3 The Company shall be entitled in its sole discretion and without notice to the Customer, to take possession of any such Goods wheresoever same are situated, which although delivered, have not been paid for and in respect of which payment is overdue.

Customer

Company

- 5.4 In the event of the Company availing itself of its right to take possession of Goods not paid for, the Customer shall be entitled to receive a credit in respect of the Goods so returned being either the price at which the Goods are sold or the value thereof as determined by the Company, whichever of the two options the Company may elect.

6 WARRANTIES AND GUARANTEES

- 6.1 The Company shall not be liable for any warranty, condition, representation or agreement not contained in these conditions or alternatively not contained in any written quotation or acceptance by the Company;
- 6.2 Performance data mentioned in any quotation by the Company is indicative only and only those figures and data which are specifically stated as being guaranteed will be so guaranteed and warranted by the Company.
- 6.3 The Company's liability in respect of any warranty or guarantee, if any, which may have been given by the Company shall be limited in any event to the costs of rectification by the Company (whether by replacement, repair, alteration or otherwise) of the product or Goods which were supplied by the Company and in any event not later than 3 (three) months from the date of delivery, which are proved to be defective provided always that such defect has manifested itself following proper hygiene, use and maintenance under normal work conditions.

7 LIMITATION OF COMPANY'S LIABILITY

- 7.1 The Company will have no liability of any nature whether in contract delict or otherwise for any losses, damages costs of expenses which may arise from or be connected with all or any of the following cases:-
- 7.1.1 any latent defect in any of the Goods delivered by the Company;
- 7.1.2 any representation or warranty made or alleged to have been made at any time in respect of the Goods sold by the Company to the Customer which has not been recorded in writing by the Company;
- 7.1.3 any damages or injury suffered by the Customer arising out of any cause whatsoever as a result of the Company's execution or attempted execution of its obligations to the Customer and/or the Customer's requirements relating to any order or mandate unless such a claim arises from a grossly negligent, reckless, willful or fraudulent act on the part of the Company or its servants.
- 7.2 The Company will not in any event be liable or responsible for any direct or consequential loss that may result from failure, fault or late delivery or non-performance or for any defective design, workmanship or material or from any industrial dispute, accident, breakdown, act of God, strike, labour dispute, war, riot, civil commotion, delay in any manufacturer's or transportation carriers, accidents, regulations or orders of any Government or to any other causes whatsoever beyond the control of the Company.
- 7.3 Notwithstanding anything to the contrary herein contained, the Company shall not be liable for any indirect or consequential loss arising from any act or omission or statement by the Company, its agents, servants or nominees, whether negligent or otherwise.
- 7.4 All of the terms of the provisions of these Standard Terms and Conditions of Trading shall be subject to the limitations and provisions of the Consumer Protection Act No. 68 of 2008. Where Goods and/or services forming the subject matter of any order are procured by the Company from an independent supplier or an independent manufacturer, the Company shall be deemed to have acted as the agent of such other supplier or manufacturer and not as a principal and any such Goods or services so procured shall not be deemed to form part of the chain of supply made by the Company to the Customer.

8 CESSION OF BOOK DEBTS

- 8.1 Unless the Customer has otherwise informed the Company in writing that the Customer's own book debts, being its trade debtors, have already been ceded or otherwise encumbered, the Customer hereby irrevocably cedes, assigns, pledges and transfers all of its rights, title and interest in and to all claims, debts and book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons or entities (the Customer's debtors) without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer to the Company.
- 8.2 Should it transpire that the Customer at any time entered into any prior deed of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then and in that event, this cession shall operate as a cession of all the Customer's reversionary rights.
- 8.3 The Customer agrees that the Company shall be entitled, at any time, to give notice of this cession to all or any of the Customer's debtors.
- 8.4 The Customer further agrees that the Company shall at any time, be entitled to inspect any of the Customer's books and/or records and take possession of such books and cessions in order to give effect to this cession.

9 SECURITY

- 9.1 As security for the purchases made by the Customer to be rendered in terms of this agreement, the Customer shall, prior to the commencement of deliveries, furnish the Company with security in the form of a personal surety agreement as per Annexure A1 or Annexure A2, as appropriate, signed by each director, member, partner or trustee of the Customer, as the case may be.

10 LANDLORD'S HYPOTHEC

- 10.1 All Goods in respect of which ownership is reserved and which still vest in the Company do not fall under the Landlord's hypothec and that the Company does not consent to such Goods being subject to the Landlord's tacit hypothec.

Customer

Company

10.2 The Customer undertakes to advise the Landlord of the provisions of this clause as read with the provisions of the Ownership and Risk clause above.

11 DISPUTES

- 11.1 Should there be any dispute of any nature whatsoever between the Company and the Customer in regard to any aspect, matter or thing relating to or governed by these terms and conditions and whether or not the Company has excluded its obligations in terms of any agreement it has with the Customer, then and in such event the Customer shall nevertheless be obliged to perform its obligations to the Company as though the Company had performed properly and to the Customer's satisfaction.
- 11.2 The Customer shall not be entitled to withhold payments of any amounts or to set off any claims or counterclaim, by reason of any dispute with the Company of whatsoever nature. Until such payment is made, any rights that the Customer may allege, shall be deemed not yet to have arisen, and it is only payment to the Company which release such rights and makes them available to the Customer in respect of any claims which it may have against the Company.
- 11.3 In any dispute between the Company and the Customer, the Company shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreements between it and the Customer and the onus shall be on the Customer to prove the contrary it being recorded that where Goods are supplied they are supplied by the Company as the agent of the manufacturer or the supplier of same to the Company and not by the Company as a principal in respect of such Goods so supplied.
- 11.4 The contents of any statement of account rendered by the Company to the Customer shall be deemed to be true and correct. Notification of any dispute shall be provided in writing and received by the Company within thirty (30) days after the date of dispatch of the statement to the Customers *domicilium*.

12 FORCE MAJEURE

- 12.1 Notwithstanding any contrary provisions of this agreement, neither of the parties hereto shall be liable to the other hereunder for any failure by such party to fulfill any of the provisions of this agreement, if such failure is caused by reason of an event of *force majeure*, or matter or cause beyond the reasonable control of such party, including but not limited to, adverse weather conditions, including drought, storm, frost and flood, pestilence, strikes, break-down of plant, lock-outs, labour unrest or disputes, civil disorder, sabotage, boycott, fire, war, orders of court or any other competent authority, and in such event the relevant party shall be excused from fulfillment of its obligations in terms hereof during the period it is so prevented for the reasons aforesaid, provided that the performance of the obligations of such party in terms of this agreement shall be resumed by such party as soon as may be reasonably practicable after the disability or cause has ceased, provided further that an inability to meet any obligation hereunder because of lack of funds, shall in no circumstances be treated as an event of *force majeure*.
- 12.2 Should any other occurrence as referred to in clause 15.1 above arise, then during any period in which either of the parties hereto are prevented from fulfilling any of its obligations hereunder, the other party shall be entitled to take such steps as may be reasonably necessary in the circumstances, to deal with the situation as it may deem fit, in order to meet its requirements in the normal and ordinary course of its operations.

13 DOMICILIUM – ADDRESS

- 13.1 The Customer chooses as *domicilium citandi et executandi* (being its chosen address clause for all purposes arising out of or in connection with this agreement at the address reflected under its name in the written Credit Facility Application signed by the Customer).
- 13.2 The Company chooses as *domicilium citandi et executandi* (being its chosen address) for all purposes arising out of or in connection with this agreement at the address of 16 Noodsberg Road, Dalton, KwaZulu-Natal, 3236. Facsimile: (033) 501-1187, clearly marked for the attention of the General Manager.
- 13.3 Any notice given in terms of this agreement shall be in writing and shall –
13.3.8 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
13.3.9 if posted by pre-paid registered post be deemed to have been received by the addressee on the 5th business day following the date of such posting;
13.3.10 if transmitted by facsimile or electronically be deemed to have been received by the addressee on the business day following the date of dispatch, unless the contrary is proved.
- 13.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

14 USE OF CREDIT BUREAU INFORMATION

- 14.1 The responsible official so authorised to sign this credit application on behalf of the Customer, hereby consents and therefore allows the Company to search the relevant Credit Bureaux to obtain information for the purposes of allowing the Company to make an informed decision in assessing the acceptance or otherwise of the Customer to the Applicant and more especially whether the Customer has the ability to pay for any credit for which the Customer may have applied.
- 14.2 The searches conducted on the Credit Bureaux may be conducted to assess the directors, members, shareholders, trustees or partners involvement in other entities; the level of indebtedness and any debt repayment history of the Customer and/or directors, members, shareholders or partners of the Customer or such other entity; the risk in extending credit to the Customer; whether a risk exists with regards to fraud and/or money laundering transactions;

Customer

Company

verification of the information provided by the Customer on the credit application form; and information for the tracing of the Customer should the need arise.

15 GENERAL

- 15.1 No relaxation which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be a waiver of any of the Company's rights in terms of any contract.
- 15.2 The contract of sale is between the Company and the Customer as principals and shall not be assigned nor ceded without the consent to the Company.
- 15.3 If any provision of these terms and conditions is unenforceable then such provision shall be severed from the remaining terms and conditions, which shall not be affected and shall remain of full force and effect.
- 15.4 The Company makes no warranties or representation to the Customer save as may be specifically provided for herein. The Customer acknowledges that the Company is in no way bound by any statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representatives or any other person acting or purporting to act for and on behalf of the Company whether negligently or otherwise, unless such statement, representation, guarantee, promise, undertaking, warranty or inducement is reduced to writing and signed on behalf of both the Customer and the employee of the Company only authorised to represent the Company by written resolution of the board of directors of the Company to this effect.
- 15.5 The Company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities and any Deed of Suretyship to any third party without prior notice to the Customer.
- 15.6 No alteration, cancellation, variation of, or addition hereto shall bind the Company or Customer unless reduced to writing and signed by or on behalf of the Customer and the Company.
- 15.7 No indulgence granted by a party shall constitute a waiver or abandonment of any of that party's rights under this agreement and, accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future.
- 15.8 The obligations imposed upon the Customer in terms of this agreement shall be binding on the Customer's administrators, curators, liquidators, trustees and successors-in-title.

16 DECLARATION BY SIGNATORY

- 16.1 The Signatory to this application on behalf of the Customer acknowledges that the signatory has read the above terms and conditions and understands same and agrees and warrants that:-
- 16.2 The Signatory has authority to represent and bind the Customer in contracting with the Company and to sign this application for and on behalf of the Customer.
- 16.3 The information contained in the Customer's application is true and correct in all respects and that no material facts have been omitted which may adversely affect this application.
- 16.4 Should any material change to the above information take place subsequent to the signing of this Application for Credit, the Customer shall notify the Company in writing forthwith of the full details of such change.
- 16.5 Both the Signatory and the Customer are bound by all the terms and conditions as set out herein.

Customer

Company

SINGLE SURETYSHIP BY SIGNATORY

1. The Signatory (whose signature appears below) hereby binds him/herself in his/her private and individual personal capacity as surety and co-principal debtor together with the Customer ('Name of Customer':.....
- Registration or Identification No.....) to and in favour of the Company for the due performance of all of the obligations of the Customer to the Company including in addition, the payment by the Customer to the Company for any amounts which may at any time become owing by the Customer to the Company from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and any actions against the Customer acquired by way of cession or otherwise.
2. The Suretyship shall be an irrevocable continuing covering surety which may only be cancelled, in writing, by the Company and then only provided that all sums then owing by the Customer (whether due or not) to the Company have been paid in full. The Signatory hereby renounces the benefits of the legal exceptions "*non causa debiti*" (non-existence of the principal debt), "*ordinis seu excussionis et divisionis*" (the benefits of excussion and division) " the force, meaning and effect of which the Signatory declares himself to be fully acquainted with.
3. The Signatory furthermore binds himself irrevocably to all of the Company's Standard Terms and Conditions of Trading to which the Customer has been bound by virtue of his signature as appears elsewhere.
4. All admissions and acknowledgments made by the Customer shall be binding on the Signatory.
5. The Signatory hereby grants the authorised representative/representatives of the Company permission to make all and any enquiries and to conduct all and any investigations, as deemed necessary, in order to ascertain, determine and monitor the credit worthiness of the Signatory.
6. The Signatory chooses *domicilium citandi et executandi* (chosen address) for all purposes hereunder at the same address as the Customer and if this has been left blank then, at the Customer's delivery address reflected in the Application for Credit Facilities.
7. The Signatory agrees to pay interest on overdue amounts owing by the Customer at the maximum rate allowed by the National Credit Act, Act 34 of 2005 or any amendment thereof.
8. The Signatory agrees to pay all costs incurred by the Company on the attorney and client scale including collection commission and tracing charges incurred in connection therewith in the event of the Company instructing its attorneys to enforce the terms of this Deed of Suretyship.

SURETY

THUS SIGNED ATON THIS THEDAY OF....., 20.....

.....
FULL NAMES

SIGNATURE:
Duly authorised on behalf of the Customer

CAPACITY:

WITNESSES

.....
FULL NAMES

SIGNATURE:

CAPACITY:

.....
FULL NAMES

SIGNATURE:

CAPACITY:

Customer

Company

COMBINED SURETYSHIP BY DIRECTORS / MEMBERS / PARTNERS / TRUSTEES OF CUSTOMER

1. The persons (whose signatures appear below), being directors, members, partners or trustees of the Customer (Name of Customer:..... - Registration or Identification No.....), as the case may be (hereinafter referred to as the Sureties) hereby bind themselves in their private and individual personal capacities as sureties and co-principal debtors together with the Customer to and in favour of the Company for the due performance of all of the obligations of the Customer to the Company including in addition, the payment by the Customer to the Company for any amounts which may at any time become owing by the Customer to the Company from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and any actions against the Customer acquired by way of cession or otherwise.
2. The Suretyship shall be an irrevocable continuing covering surety which may only be cancelled, in writing, by the Company and then only provided that all sums then owing by the Customer (whether due or not) to the Company have been paid in full. The Sureties hereby each renounce the benefits of the legal exceptions "*non causa debiti*" (non-existence of the principal debt), "*ordinis seu excussionis et divisionis*" (the benefits of excussion and division) " the force, meaning and effect of which each Surety declares himself to be fully acquainted with.
3. The Sureties furthermore each bind themselves irrevocably to all of the Company's Standard Terms and Conditions of Trading to which the Customer has been bound by virtue of the signature of its authorized representative as appears elsewhere in this agreement.
4. All admissions and acknowledgments made by the Customer shall be binding on each Surety.
5. The Sureties hereby each grant the authorised representative/representatives of the Company permission to make all and any enquiries and to conduct all and any investigations, as deemed necessary, in order to ascertain, determine and monitor the credit worthiness of each Surety.
6. The Sureties each choose *domicilium citandi et executandi* (chosen address) for all purposes hereunder at the same address as the Customer and if this has been left blank then, at the Customer's delivery address reflected in the Application for Credit Facilities.
7. The Sureties each agree to pay interest on overdue amounts owing by the Customer at the maximum rate allowed by the National Credit Act, Act 34 of 2005 or any amendment thereof.
8. The Sureties each agree to pay all costs incurred by the Company on the attorney and client scale including collection commission and tracing charges incurred in connection therewith in the event of the Company instructing its attorneys to enforce the terms of this Deed of Suretyship.

SURETIES

THUS SIGNED ATON THIS THEDAY OF, 20....

..... SIGNATURE:
FULL NAMES

CAPACITY:

..... SIGNATURE:
FULL NAMES

CAPACITY:

..... SIGNATURE:
FULL NAMES

CAPACITY:

Customer

Company

.....
FULL NAMES

SIGNATURE:

CAPACITY:

WITNESSES

.....
FULL NAMES

SIGNATURE:

CAPACITY:

.....
FULL NAMES

SIGNATURE:

CAPACITY:

Customer

Company

CHECKLIST OF ACCOMPANYING DOCUMENTS

Kindly confirm and submit the following with your application:

1. Application form completed in full;
2. Copy of company registration certificate;
3. CIPC confirmation of directors/members
4. Copy of South African ID document of Signatory as well as all Directors/Trustees of the 'Customer'
5. Where applicable, a resolution of the board of Directors / Trustees in the case of a company or trust respectively, approving the establishment of the Credit Application and the signing of the Credit Application by the signatory. The resolution must be signed by the Directors/Trustees;
6. Proof of residence of the signatory and/or all Directors / Trustees of the 'Customer';
7. Agreement signed on page 9 and initialed on each page.
8. A separate Surety has been signed by the Signatory and, where applicable, all Directors/Trustees/Shareholders of the 'Customer'.
9. If necessary, a copy of title deed relating to property owned by the customer.

**This page is not part of the
agreement and is not for signing**

Customer

Company