

Application details

Account type:	7-day account	30-day account	Limit applied for:
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Company detail

Registered Name:		Trading Name:	
Vat Number:	Co/CC Registration Number:	Name of Holding Company:	
Legal Entity (tick one):	Sole Owner	Partnership	CC
			Private Co. Public Co.
Nature of Business:		Trading Premises:	Owned Rented
If rented, landlord:	Contact	Tel:	
Registered Address:	Postal Address:	Delivery Address:	
Date Established:	Telephone:	Cell No.:	
Buyers e-mail:	Accounts e-mail:	Management e-mail:	

Owner, director or member detail, collectively the "Surety Parties"

Name of first owner, director or member:	Tel:	ID No:
Address:		
Name of second owner, director or member:	Tel:	ID No:
Address:		
Name of third owner, director or member:	Tel:	ID No:
Address:		
Name of fourth owner, director or member:	Tel:	ID No:
Address:		

Details of fixed property

Address:		Address:	
Estimated value:	Bond value:	Estimated value:	Bond value:
Bond holder:		Bond holder:	

Accountant or auditor

Firm:	Contact person:	Tel:
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Assets and liabilities

Current assets:	Current liabilities	Assets	Liabilities
12-months financial statements available:	If available, which year:	Year-end month:	

Banking details

Banker:		Branch:			Branch code:		
Account number:		Account type:	Current	Savings	If less than 3 years, previous banker:		
Previous branch:		Previous branch code:			Previous account number:		
Agree to debit order:	Yes	No	Debit order date:	1st	15th	Last	Contact:
First authorised signatory:				Second authorised signatory:			
Signature:				Signature:			

I/we, the Authorised Signatory/ies:

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| <p>1. warrant that I/we are duly authorised to sign this Agreement and by my/our signature hereto, confirm that I/we shall have no claims against Grandmark International (Pty) Limited (Grandmark) arising out of this Agreement</p> <p>2. agree that that a monthly debit order will be processed against my/our bank account, as detailed in the Banking Details of this Agreement, each and every month, commencing on the Commencement Date and will continue for so long as I/we are indebted to Grandmark in respect of</p> | <p>3. agree that in the event that any debit order due in terms of this Agreement is rejected by my/our bank, all related bank rejection fees and the full amount of the monthly debit order, that remains unpaid, will be due and payable immediately on demand by Grandmark and that our account with Grandmark will be placed on hold immediately.</p> <p>4. undertake to ensure that adequate funds are available in the bank</p> | <p>5. undertake to inform Grandmark of any changes to my/our bank account details listed in the Banking Details of this Agreement.</p> <p>6. acknowledge that Grandmark, who is hereby authorised to effect the drawing(s) against my/our bank account, may not cede or assign any of its rights to any third party without my/our written consent and that I/we may not delegate any of my/our obligations in terms of this Agreement to any third party without</p> | <p>the prior written consent of Grandmark.</p> <p>7. I/We hereby request, "instruct" and authorise Grandmark to draw against the abovementioned bank account (or any other bank or branch to which I/We may transfer my/our account), the amounts due on account. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.</p> <p>8. I/We have attached proof of our banking details to this Agreement.</p> |
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Trade references

Name:	Tel:	Monthly purchases:
Name:	Tel:	Monthly purchases:
Name:	Tel:	Monthly purchases:

Related parties

Related to a Grandmark staff member:	Nature of relationship:	Name:
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Terms and Conditions of Sale

1. Application

- 1.1. In these terms and conditions of sale, the term Supplier refers to Grandmark International (Pty) Ltd and the term Purchaser refers to the credit applicant as noted under the heading Owner, director or member on page 1.
- 1.2. These terms and conditions supersede all other conditions and are without prejudice to any securities and/or guarantee(s) which the Supplier holds.
- 1.3. This contract constitutes the entire contract between the parties and no representation by any person or variations or consensual cancellations of or amendments to any of the terms and conditions hereof, shall be valid or binding on the Supplier unless reduced to writing and signed by an authorised representative.
- 1.4. To the extent that there is any conflict between these terms and a written agreement between the Supplier and the Purchaser in respect of a particular transaction, the terms of that agreement

shall prevail.

2. Authorisation for credit review

- 2.1. As a part of the Supplier's process for assessing the requests credit, a copy of a credit report prepared by a multi-bureau reporting agency will be obtained for both the business and the business principal(s) as well as a credit confirmation from the business' bankers.
- 2.2. Information from the report(s) will not be used in violation of any law or regulation in operation in South Africa.
- 2.3. When taking any adverse action based on the credit report(s), including denying the repayment arrangement, Supplier will, upon request, provide a copy of the reports(s).
- 2.4. Signing this form constitutes written authorisation to seek credit report(s) from a multi-bureau reporting agency and/or the business' bankers.

3. Price

Unless another price has been quoted by the Supplier, (which will then apply) the price of the goods will be the Supplier's current price ruling

on the date of quotation to the Purchaser. The Supplier may vary any quoted price by adding thereto the increased cost to it resulting from any adverse fluctuation in the rate of exchange between the date of the quotation and the date of supply, or for any increase in costs occasioned by circumstances beyond the reasonable control of the supplier.

4. Ownership and Goods

Notwithstanding the delivery of any goods to the Purchaser, ownership shall not pass until the Supplier has received payment in full of all and any indebtedness of the Purchaser to the Supplier and the Supplier shall be entitled to recover possession of the goods without notice and without the necessity to first cancel the contract of sale if payment of the amount owing to the Supplier is not effected on due date.

5. Payment

- 5.1. The contract price shall be paid by the Purchaser without any deduction or set off within the period stipulated on the face hereof following the date of statement.

- 5.2. If more than one delivery is made, then each delivery will be invoiced and paid for separately but otherwise in accordance with 5.1.
- 5.3. The Supplier shall be entitled to charge interest at the maximum rate allowed by law from time to time, always accruing daily and capitalised monthly.
- 5.4. Should the Purchaser default in paying its account, then the Supplier shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the Purchaser from whatsoever cause arising will immediately become due and payable, notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- 5.5. The Purchaser agrees that in the event of any portion of an invoiced amount being disputed, then and in that event, the Purchaser will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Purchaser.
- 5.6. Until the purchase price of the goods has been paid, the Purchaser shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance, whenever called upon to do so by the Supplier.

6. Delivery

- 6.1. Delivery shall be completed when goods are:
- 6.1.1. Offloaded at their destination where goods are to be transported by means of the Supplier's vehicle
- 6.1.2. When the goods are loaded if the goods are to be transported by the Purchaser or a carrier engaged, whether by the Supplier or the Purchaser, to transport the goods to the Purchaser.
- 6.2. Should the Supplier, at the Purchaser's request, agree to engage a carrier to transport the goods on behalf of the Purchaser, then:
- 6.2.1. The Supplier is authorised to engage a carrier on such terms and conditions, as it deems fit; but reasonable.
- 6.2.2. The Purchaser shall indemnify the Supplier against all demands and claims that may be made against it by the carrier so engaged and all liability that the Supplier may incur to carrier arising out of the transportation of the goods.
- 6.3. The risk in the goods shall pass to the Purchaser, on delivery of the goods, to the Purchaser, its agent or carrier, referred to in 6.2 above.
- 6.4. If the Purchaser fails to take delivery of the goods on due date, then risk shall immediately pass from the Supplier to the Purchaser and the Purchaser shall refund to the Supplier, on demand, the reasonable costs, including storage and insurance costs of keeping the goods during the period of that delay.
- 6.5. Unless the Supplier receives a notice

within seven (7) working days of delivery of the goods from the Purchaser, the Supplier shall be exempted from and shall not be liable under any circumstances for any complaints or claims for any alleged shortage or failure of the alleged goods to comply with the terms of contract.

- 6.6. The signature of any employee or agents of the Purchaser, which appears on the Supplier's official delivery note or waybill or the delivery note of any authorised independent carrier, will constitute conclusive evidence of delivery of goods purchased.
- 6.7. Notwithstanding any other provision in the contract to the contrary, the Supplier's obligation to deliver the goods shall in all cases be subjected to the following conditions precedent:
- 6.7.1. Availability of stock to the Supplier.
- 6.7.2. The timeous receipt by the Supplier of any instructions pertaining to such goods.
- 6.8. Time shall not be the essence of the contract

7. Warranty

Save as provided for in clause 8.1 below or any other previously agreed upon written warranties between Supplier and Purchaser, **the goods are warranted against latent defects and bad workmanship.**

8. Return of Goods

- 8.1. Prior authorisation from Supplier's authorised representative must be obtained; reflecting only ONE Invoice/delivery note number per return.
- 8.2. The returned goods and the packaging must be in a resalable condition, as determined by Supplier
- 8.3. Supplier shall not accept special order goods for credit.
- 8.4. Supplier may, but is not obligated to, accept the return of goods that were correctly supplied in accordance with the customer's order. If it does so, the following conditions will apply:
- 8.4.1. The customer will be liable for a handling charge of 10% of the value of the order, at supplier's discretion.
- 8.4.2. The handling charge will be deducted from any credit note issued to the customer by the Supplier.
- 8.5. Supplier shall not give customers any cash refund for any goods returned for any reason whatsoever.

9. Request for Credit

Purchasers are required to obtain prior authorisation from Supplier's authorised representative for credit requests not involving goods; i.e. difference in price.

10. Partnership

In the event of the customer being a partnership, the individual partners agree that all partners shall be jointly and severally liable for payment of all amounts due by the Purchaser to the Supplier. The partners further agree that their liability to the Supplier shall be unaffected by any dissolution of the partnership in respect of any goods sold and delivered after such dissolution unless a written notice advising supplier or such dissolution has

been duly delivered to the Supplier.

11. Landlord's Lien

- 11.1. If the Purchaser leases its premises, then the Purchaser must notify its landlord that any goods bought from supplier belong to the Supplier until they are fully paid for. The Supplier also has the right to notify the landlord thereof.
- 11.2. The Purchaser must provide the Supplier with the name and contact details of its landlord. The Purchaser must notify the Supplier of any changes to its landlord or their contact details and immediately provide the Supplier with the new information.

12. Exclusions

- 12.1. The Supplier's liability to the Purchaser for any damages sustained by the Purchaser from any cause whatsoever, including any damage arising out of the Supplier's negligence or that of its servants or agents or subcontractors shall in any event and under all circumstances, be limited to the replacement of goods which are found to be defective as at the date of delivery thereof.
- 12.2. Except as provided for in 8.1 above, the Supplier shall under no circumstances whatsoever be liable for any loss or profits or damage, direct or indirect, consequential or otherwise, sustained by the Purchaser, whether or not caused by the negligence of the Supplier, its agents or employees.
- 12.3. The Purchaser shall not have any claim of any nature whatsoever against the Supplier for any failure by the Supplier to carry out any of its obligations under this contract as result of causes beyond the Supplier's control

13. Suspension of the Supplier's obligation

If any amount owed by the Purchaser is not paid on due date, then without prejudice to any other right it may have, the Supplier may immediately suspend the carrying out of any of its uncompleted obligation until payment is made.

14. Breach/Cancellation

The Supplier may cancel this contract or any uncompleted part of it if the Purchaser commits a breach of any of the terms and conditions of this contract or, being an individual, dies or is provisionally or finally sequestrated, surrenders or makes application to surrender his estate or, being a partnership is terminated, or being a company is placed under a provisional or final order of liquidation or judicial management, or has a judgment recorded against it which remains unsatisfied for seven days or compromises or attempts to compromise generally with any of its creditors. Upon the cancellation of the contract for any reason whatever, all amounts then owed by the Purchaser to the Supplier in terms of the contract shall become due and payable forthwith.

15. Certificate

A certificate signed by any director or prescribed officer of the Supplier shall be prima facie proof of the amount due to the Supplier and shall constitute sufficient proof of such indebtedness for the purposes of provisional sentence and/or summary judgment or for any other purpose whatsoever.

16. Costs

Should it be necessary for the Supplier to institute proceedings against the Purchaser, the Purchaser agrees to pay the legal costs incurred by the Supplier on the scale as between attorney and own client. Costs incurred includes tracing costs,

collection charges and other costs reasonably incurred.

17. Domicile

The Purchaser nominates its business address as reflected on the credit application form as its domicilium citandi et executandi for the service of

notices and processes whether in connection with any claim for any sum due to the Supplier or otherwise.

Deed of Suretyship, guarantee and indemnity

18. Definitions

- 18.1. "the/this Agreement" means the terms and conditions contained herein, including any annexures, appendices and schedules attached hereto, as well as any Written addenda effected by the Parties in terms of the provisions of this Agreement;
- 18.2. "Companies Act" means the South Africa Companies Act, 71 of 2008;
- 18.3. "De duobus vel pluribus reis debendi" shall mean that the surety renounces his / her obligation to be sued jointly with other principal debtors;
- 18.4. "Division" shall mean that the Debt does not have to be divided between principal debtor and surety/ies;
- 18.5. "Error calculi" shall mean that there is no calculation error;
- 18.6. "Excussion" shall mean that Supplier may proceed directly against the Surety, does not have to proceed against the principal debtor first i.e. Company / Close Corporation;
- 18.7. "In solidum" shall mean together and jointly;
- 18.8. "Non numeratae pecuniae" shall mean that no valuable consideration has been received;
- 18.9. "Non causa debiti" shall mean that there is no cause for the debt;
- 18.10. "Surety 1 to 4" shall mean each of the persons listed on page 1 under the heading owners, directors or members
- 18.11. "Surety Providers" means Surety 1, Surety 2, Surety 3 and Surety 4 together and "Surety Provider" shall mean any one of them as the context may require.

19. In this Agreement:

- 19.1. clause headings are for convenience and shall not be used in its interpretation;
- 19.2. unless the context indicates a contrary intention, an expression which denotes any gender includes the other genders; a natural person includes bodies corporate and other legal personae and vice versa; and the singular includes the plural and vice versa;
- 19.3. if any provision in a definition is a substantive provision conferring rights or imposing obligations on either Party, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 19.4. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 19.5. where any number of days is prescribed in this Agreement, that number shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or official public holiday, in which case the last day shall be the next succeeding Business Day;

- 19.6. annexures and/or appendices and/or schedules to this Agreement shall be deemed to have been incorporated herein and shall form an integral part of this Agreement;
- 19.7. expressions defined in this Agreement shall bear the same meanings in annexures, appendices or schedules to this Agreement to the extent to which they do not themselves contain their own definitions;
- 19.8. any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 19.9. references to months or years shall be construed as Gregorian calendar months or years;
- 19.10. a reference to either Party includes such Party's authorised officers, directors, employees, contractors, executors, administrators, successors-in-title, permitted assigns or substitutes;
- 19.11. the rule of construction that in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement;
- 19.12. the cancellation, expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such cancellation, expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for such continuity;
- 19.13. the use of the words "including", "includes" and "included", followed by specific examples, shall not be construed as limiting the meaning of the general wording preceding them;
- 19.14. any reference to "holding company" or "subsidiary" shall have the meaning ascribed thereto in the Companies Act;
- 19.15. terms other than those defined within this Agreement will be given their plain English meaning, and those terms, acronyms and phrases commonly known and utilised in specific industries will be given their generally accepted meanings; and
- 19.16. records shall be binding on the Parties and are not merely for information purposes only.

20. Suretyship

- 20.1. The Surety Providers do hereby bind themselves jointly and severally upon the terms and conditions of this Agreement to Supplier and its successors in title as sureties for and co-principal debtors In solidum with the Purchaser for the due and punctual payment and performance

- by the debtor of all debts and obligations of whatsoever nature and howsoever arising which the Purchaser may now or in the future owe to Supplier (the "Suretyship"), all of which debts and obligations are hereinafter referred to as 'the obligations'.
- 20.2. As part of the Surety Providers' liability in terms hereof, it is bound as aforesaid to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the foregoing, attorney and own client cost, collection commission and tracing fees incurred by Supplier in securing or endeavouring to secure fulfilment of the obligations ("Costs").
- 20.3. No Surety Provider can withdraw his/her/its surety if this Agreement is signed prior to the existence of the obligations.
- 20.4. The Surety Providers hereby expressly renounce the benefits of the legal exceptions of "order", "Excussion", "Division", "cession of action", "Non Numeratae Pecuniae", "Non Causa Debiti", "Error Calculi", "revision of accounts" and all or any exceptions which could or might be pleaded to any claim by Supplier against the Surety Providers with the meaning, force and effect of all of which exceptions the Surety Providers declare themselves to be fully acquainted.
- 20.5. The Surety Providers hereby confirm and declare that this Agreement was properly completed at the time of its signature hereof.
- 20.6. Where two or more persons execute this Suretyship:
 - 20.6.1. they renounce, by their signature, the benefit of the exceptions of Division and De duobus vel pluribus reis debendi and are liable In solidum hereunder severally as well as jointly;
 - 20.6.2. all the provisions of this deed shall apply to each of them severally as well as to each of them jointly;
 - 20.6.3. in the event of this Suretyship for any reason being inoperative or unenforceable against one or more of them, it shall nevertheless remain binding on and enforceable against the other or others of them;
 - 20.6.4. in the event of one or more of them failing to sign this Suretyship, it shall nevertheless remain operative and enforceable against any person who was expected to sign this Agreement.

21. Guarantee and Indemnity

- 21.1. The Surety Providers hereby, unconditionally and irrevocably, guarantee in favour of Supplier, as a principal obligation, and on the terms and conditions set out in this clause 20.6.4 (the "Guarantee"):
- 21.1.1. the due and punctual payment of all amounts payable or scheduled to be paid to Supplier by the Purchaser arising under or in connection with any agreement or arrangement entered into between Supplier and the Purchaser from time to time (referred to as an "Agreement"); and
- 21.1.2. the due and punctual performance and discharge by the Purchaser of the obligations.
- 21.2. In addition, and without prejudice to the provisions of clause 21.1, the Surety Providers hereby indemnify Supplier and undertake to hold Supplier harmless on first demand against any Costs, loss, expense or liability suffered by Supplier if:
- 21.2.1. any payment is not made by the Purchaser in accordance with an Agreement, or if any of the obligations are not punctually performed or discharged by the Purchaser in accordance with any Agreement; or
- 21.2.2. any indebtedness or obligation guaranteed by the Surety Providers in terms of this Guarantee is:
- 21.2.2.1. entirely, partially or conditionally suspended for the duration of business rescue proceedings;
- 21.2.2.2. entirely, partially or conditionally cancelled on an application to court pursuant to business rescue proceedings;
- 21.2.2.3. compromised or discharged in whole or part pursuant to the adoption of a business rescue plan;
- 21.2.2.4. compromised in terms of section 155 of the Companies Act; or
- 21.2.2.5. becomes unenforceable, invalid or illegal for any reason whatsoever, and, in such circumstances, the Surety Providers (or any one of them) shall pay to Supplier the amount which Supplier would otherwise have been entitled to recover.
- 21.3. The Surety Providers hereby, jointly and severally, unconditionally and irrevocably undertake that, should any of the amounts referred to in clause 21.1.1, not be paid punctually by the Purchaser within 5 (five) Business Days after receipt by the Purchaser of a written notice from Supplier requiring payment, for any reason whatsoever and/or any of the Surety Providers and/or the Purchaser receives a demand from Supplier in

respect of the amount of any loss, expense, liability or cost contemplated in clauses 21.2.1 and/or 21.2.2, the Surety Providers (or any one of them) shall pay such amounts to Supplier in cash without set-off, counter-claim or any other deduction whatsoever, immediately upon receipt of a first written demand to that effect.

22. General

- 22.1. The rights of Supplier under this Agreement shall not be affected or diminished:
- 22.1.1. if Supplier at any time obtains additional suretyships, guarantees, co-principal debtorships, other securities or indemnities in connection with the obligations,
- 22.1.2. if any of the other persons named herein fail and/or refuse and/or neglect to sign this document; and/or
- 22.1.3. by virtue of the fact that Supplier acquired its claim against the Purchaser as a consequence of a cession from any of its holding, subsidiary or associated companies; and/or
- 22.1.4. by virtue of the fact that this document is not witnessed.
- 22.2. This Agreement is in addition and without prejudice to any other securities or suretyships now held or hereafter to be held by Supplier from or on behalf of the Purchaser and it shall remain in full force and effect as a continuing covering suretyship, co-principal debtorship and guarantee, and shall remain in full force and effect notwithstanding any intermediate settlement of account, or any variation, increase, extension, amendment or any fluctuation in or extinction for any period whatsoever of the obligations.
- 22.3. The Surety Providers shall be bound by all admissions or acknowledgements of indebtedness made or given by the Purchaser to Supplier from time to time. No alteration or variation of any present or future agreement between the Purchaser and Supplier shall in any way release the Surety Providers from its liability hereunder.
- 22.4. Supplier shall be entitled without reference or notification to the Surety Providers, and without affecting its rights hereunder, to release other sureties, co-principal debtors, guarantors and any other security providers and to grant the Purchaser extensions of time for payment and to compound or make any other arrangements with the Purchaser for the discharge of the Purchaser's indebtedness.
- 22.5. The liability of each Surety Provider under this Agreement shall in no way be affected by any of the following:
- 22.5.1. any extension of time or other indulgence afforded to the Purchaser;
- 22.5.2. any delay or omission in the enforcement of any of rights against the Purchaser;
- 22.5.3. any failure by the Purchaser to inform either Surety Provider of

- any breach by the Purchaser;
- 22.5.4. the release of any security given to Supplier;
- 22.5.5. the insolvency, liquidation or placing under business rescue of the Purchaser or a compromise between Purchaser and its creditors (whether under business rescue or otherwise); or
- 22.5.6. a finding by a court of law that the Surety Providers have ceased to be bound as surety on account of liquidation, insolvency or otherwise.
- 22.6. In the event of the insolvency, liquidation or placing under business rescue of the Purchaser or a compromise between the Purchaser and the creditors of the Purchaser (whether under business rescue or otherwise), each Surety Provider undertakes not to prove a claim against the estate of the Purchaser for any amount they may be called upon to pay under this Agreement until all amounts (including interest and costs) due by the Purchaser to Supplier have been paid in full.
- 22.7. The Surety Providers agree that Supplier shall be entitled without prejudicing its rights under this Agreement to:
- 22.7.1. prove a claim against the estate of the debtor for the full amount of the indebtedness of the Purchaser to Supplier; and
- 22.7.2. claim from the Surety Providers the full amount of the indebtedness, provided that if:
- 22.7.3. the Surety Providers pay the full indebtedness of the Purchaser to Supplier, Supplier shall cede its claim against the Purchaser's estate to the Surety Providers;
- 22.7.4. the Surety Providers do not pay Supplier's claim in full, then to the extent that any amount received by it from the Surety Providers and the Purchaser exceeds the amount of its claim against the Purchaser, the excess shall be paid to the Surety Providers on account of their part payment of its claim in terms of this Agreement.
- 22.8. If the Purchaser shall be placed in liquidation or provisional liquidation or under sequestration or provisional sequestration, or shall submit an offer of compromise or of composition or scheme of arrangement in terms of any company or insolvency law, Supplier shall be entitled to accept any dividend on account and in reduction of the Purchaser's indebtedness without prejudicing its rights against me/us which rights shall further not be prejudiced by its acceptance of any other securities, guarantees, co-principal debtorships or suretyships arising out of any such event, and I/we further bind myself/ourselves in any such event not to file any claims against the Purchaser, save with the prior written consent of Supplier.

- 22.9. For as long as Supplier may deem fit, and at the option and in the sole and absolute discretion of Supplier, any monies paid by the Surety Providers to Supplier hereunder may be treated as cash security to be held by Supplier in a securities realisation account in Supplier's books of account until the obligations shall have been fully discharged, or may be applied to such debt or debts of the Purchaser as Supplier may deem fit.
- 22.10. Should the Purchaser fail to discharge any of the obligations on due date, Supplier shall be entitled, notwithstanding any contrary arrangement with the Purchaser, to demand from the Surety Provider immediate performance of all the obligations then owing by the Purchaser to Supplier, whether the due date for the performance of the obligations shall have arrived or not.
- 22.11. In respect of all contracts entered into by the Purchaser with Supplier, the Surety Providers warrant that each such contract was or will be at the time of execution or formation within the scope, authority and powers and objects of the Purchaser, and that all resolutions of and signatures by director/s or member/s or trustee/s of the Purchaser were, or in the case of further contracts, will be properly and with due authority passed executed and made. If there shall, in respect of any such contract, be any breach of the terms of this warranty, then the Surety Providers hereby assume the liability to Supplier which any such contract purported to impose upon the Purchaser.
- 22.12. As collateral security for the discharge of the obligations assumed by the Surety Providers in terms hereof it hereby cede, assign transfer and make over unto and in favour of Supplier all its rights, titles and interest in and to any amounts which now are or may hereafter become owing to it by the Purchaser from any cause of indebtedness whatsoever, including but without derogating from the generality of the foregoing, any revisionary right or interest which it might acquire after termination of any prior cession, assignment or transfer.
- 22.13. For the purpose of any action against the Surety Providers for provisional sentence, default or summary judgement, a certificate under the signature of any manager of Supplier as to the amount owing by the Purchaser to Supplier and of the fact that due date of the discharge of the obligations and/or my/our obligations hereunder has arrived shall be prima facie proof of the indebtedness of the Purchaser to Supplier. The designation and authority of the manager need not be proved by Supplier.
- 22.14. In terms of Section 45 of the Magistrate's Court Act of 1944 as amended, the Surety Providers hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action being instituted against it by Supplier in terms hereof. It shall nevertheless be entirely within the discretion of Supplier as to whether to proceed against the Surety Providers in such Magistrate's Court or any other Court having jurisdiction.
- 22.15. This Agreement is governed by the laws of the Republic of South Africa.
- 22.16. The Surety Providers acknowledges that the whole document has been explained to them and that they are aware of and understand the contents thereof.
- 22.17. Each surety hereby certifies by his / her signature appended below, that when the foregoing Suretyship in favour of Supplier was signed by him / her, there were no blank spaces therein which still required to be completed and no deletions which are still required to be made, that the names of the debtor / s have been duly inserted in the definition section of this Agreement and that this Agreement was in all respects complete and not subject to any conditions precedent to its coming into force.
- 22.18. No agreement to vary the terms of this Agreement shall be of any force or effect unless it is reduced to writing and signed by the Surety Providers and Supplier.
- 22.19. Should Supplier cede its rights in respect of any debt owed to it by the debtor then its rights under this Suretyship in respect of that debt shall be ceded simultaneously to that extent.
- 22.20. The Surety Providers hereby confirm that:
- 22.20.1. this Agreement is not subject to any suspensive conditions delaying its coming into full force and effect and otherwise affecting its provisions; and
- 22.20.2. the Surety Providers have given Supplier consent to make enquiries about their respective credit records with any credit reference agency or any other person.

Signature

First owner, director or member Date:	With my signature hereto, whether electronically or by hand, I agree that I have read and understood the contents of this agreement and specifically the surety, guarantee and indemnity. I confirm, that where I am married in community of property, my spouse is aware of this agreement and that my spouse has consented to the signature hereof.	Signature:
Second owner, director or member Date:	With my signature hereto, whether electronically or by hand, I agree that I have read and understood the contents of this agreement and specifically the surety, guarantee and indemnity. I confirm, that where I am married in community of property, my spouse is aware of this agreement and that my spouse has consented to the signature hereof.	Signature:
Third owner, director or member Date:	With my signature hereto, whether electronically or by hand, I agree that I have read and understood the contents of this agreement and specifically the surety, guarantee and indemnity. I confirm, that where I am married in community of property, my spouse is aware of this agreement and that my spouse has consented to the signature hereof.	Signature:
Fourth owner, director or member Date:	With my signature hereto, whether electronically or by hand, I agree that I have read and understood the contents of this agreement and specifically the surety, guarantee and indemnity. I confirm, that where I am married in community of property, my spouse is aware of this agreement and that my spouse has consented to the signature hereof.	Signature:

Checklist for documents required

Company registration documents	Certified copies of ID as per CIPC	VAT registration document	Confirmation of banking details
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If document is not electronically signed, all pages are to be initialed by hand