



QMS Technologies (Pty) Ltd
 Reg. No.:2014/127980/07
 VAT No.: 4760267338
 Box 341, Groblersdal, 0470
 0861 QMSLAB (767 522)
 accounts@qmslab.com
 www.qmslab.com

Groblersdal - 013 262 5499 | Letsitele/Hoedspruit - 076 312 5450 | Kirkwood - 042 230 0040 |

Annual Turnover: _____ Nett asset value > R2 million: YES_____ NO_____

Full registered name of company (Hereafter referred to as the "Buyer"):

Trading name of the business: _____

Last name of the company: _____

Please mark with (x) the relevant legal entity under which you will operate the account:

- Private Company
- Sole Prop
- Closed Corporation
- Partnership
- Trust

Company Registration Number: _____

Start date: _____

VAT Number: (Please attach copy of VAT103) _____

Physical Address: _____

Registered Address: _____

Postal Address: _____

Email address for Accounts: _____

Does the applicant own or rent the premises indicated as the delivery address above? _____

Name of Landlord: _____

Does the company make use of order numbers:	YES:		NO:	
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Contact Person and Numbers:

	Contact Name:	E-mail address	Office / Cell number:
Office			
Accounts			
Orders			

Name of Auditor: _____ Tel: _____
 Name of Holding Company: _____
 Name of Subsidiary company in buyer's Business Group: _____

(Highest expected balance and not the expected sales per month)



Amount of credit required: R _____
 Repayment period: **30 DAYS** _____

Banking details:

Bank name: _____
 Account number: _____
 Account name: _____
 Type of account: _____
 Branch name & code: _____
 Date account opened: _____

PLEASE ATTACH LATEST FINANCIAL STATEMENTS

Please list 3 trade reference below:

Name of Supplier:	Telephone Number:	Credit Limit:	Monthly Purchases:

Details of any current mortgage or notarial bonds, or any other encumbrances on any of the applicant's assets.

Buyer's Directors / Members / Partners / Owners Details:

Full Names:	Physical Address:	ID Numbers:

STANDARD SALES TERMS AND CONDITIONS

1. Application

The Customer acknowledges and agrees that these standard terms and conditions of sale ("**Terms**") apply to the sale by the Company of all goods and materials ("**Goods**") and the rendering by the Company of all services ("**Services**") to the Customer, to the exclusion of all other terms and conditions, including those of the Customer.

2. Duration

2.1. Either party may at any time, on written notice to the other party, immediately terminate its arrangements as regulated by these Terms.

2.2. In the event of such a termination, subject to the Company's rights under clause 15, the parties shall be obliged to discharge their respective obligations outstanding on the date of termination.

3. Orders

3.1. An order submitted by the Customer to the Company to purchase any Goods and / or Services ("**Order**") must be in writing, and shall not be binding on the Company until a duly authorized Company representative has accepted such Order in writing ("**Acceptance of Order**").

3.2. Upon issuance of an Acceptance of Order, every Acceptance of Order shall constitute a separate contract between the Company and the Customer, which will be governed by these Terms.

3.3. The Acceptance of Order shall be binding on the parties, with regard to the type, quantity and price of Goods and/or Services ordered.

3.4. The Company may accept or reject any Order at the Company's sole discretion.

4. Prices

4.1. The Company shall from time to time publish price lists in respect of the Goods and Services to the Customer, which may be updated by the Company with written notice. The Company shall provide the current pricelist to the Customer upon request by the Customer.

4.2. All quotations given by the Company:

4.2.1. shall remain valid until the earlier of: (i) the expiry of a period of 30 calendar days; or (ii) the effective date of a new price list;

4.2.2. are subject to the availability of the Goods at the time of the Order; and

4.2.3. are based on the prevailing exchange rate (of the country of residence of the Company) on the day on which the quotation is given.

4.3. All prices quoted by the Company, are inclusive of value added tax in terms of the Value-Added Act 89 of 1991 as amended.

4.4. Notwithstanding the prices set out in the quotation or the prevailing price list, the purchase price, payable in respect of particular Goods and / or Services, shall be set by the Company in the relevant Acceptance

of Order. However, in the event that the prices set in the relevant Acceptance of Order happen to be higher than those set out in the related quotation or the prevailing price list, the Company shall notify the Customer thereof and the Customer has the right to cancel that Order.

5. Payment

5.1. Unless the related Order is cancelled, payment for Goods shall be due and payable upon the issuance of the Acceptance of Order by the Company and payment for rendered Services shall be due and payable by completion thereof, in cash.

5.2. In the event that the Company has, in writing, extended credit to the Customer, the credit limit given by the Company may be revised or revoked by the Company from time to time in its discretion. Payment for Goods and / or Services on credit shall be due and payable within 30 calendar days from the date of statement.

5.3. The Customer agrees that if the National Credit Act, 2005 (Act 34 of 2005) (“NCA”) applies to these Terms, interest shall be charged at the maximum legal rate, prescribed in terms of the NCA, on all overdue payments (at the date of the signature, 2% per month) calculated daily and compounded monthly in arrears, from the date on which payment was due to the date of actual payment.

6. Delivery

6.1. Delivery dates for Goods and completion dates for Services quoted in an Acceptance of Order, are estimates only and are not binding on the Company. Time shall not be of the essence to any sale of Goods or Services by the Company.

6.2. Unless otherwise agreed in writing, delivery of Goods will be CIP (Incoterms 2000) named place of destination, as specified in the Acceptance of Order. This means that the Company will be responsible for carriage and insurance to the place of destination.

6.3. A delivery note or waybill (copy or original) signed by the Customer (or by a third party who is engaged to transport the goods), constitutes prima facie-proof of delivery to the Customer of the Goods and / or completion of the Services listed therein.

6.4. On delivery of the goods to the Customer, the Customer must inspect the Goods to make sure they comply with the Acceptance of Order as to type and quantity. The Customer shall advise the Company as soon as possible of any inconsistencies, and, if applicable, return the relevant Goods to the Company at the Company’s cost. The Company will correct any such inconsistencies at its cost.

7. Title, Risk

7.1. All Goods supplied by the Company, remain the Company’s property until full payment for the Goods, including interest thereon, if any, has been received by the Company.

7.2. The risk of damage to, destruction or theft of the Goods shall pass to the Customer in accordance with CIP (Incoterms 2000) place of destination, as specified in the Acceptance of Order. This means that the risk will pass to the Customer when the Goods are delivered by the third party, engaged to transport the Goods.

8. Intellectual Property

8.1. The Customer acknowledges that the Company is the owner or licensee of all intellectual property rights of and to the Goods and Services, including, but not limited to, patents, designs, copyright and trademarks (“**Intellectual Property**”). The Customer acknowledges that furthermore it cannot claim ownership of the Intellectual Property. The Customer shall not at any time during or after termination or

cancellation of these Terms, dispute the validity or enforceability of the Intellectual Property or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of those rights, and shall not advise or assist any other person to do so.

8.2. The Customer may not remove or tamper with the trademarks, including logos and slogans of the Company appearing on the Goods and / or packaging.

8.3. The Customer shall not in any way represent to have any right whatsoever in the Intellectual Property. The Customer may only use the Intellectual Property as authorized by the Company and any such use will inure to the benefit of the Company.

9. Confidential Information

9.1. The Customer hereby agrees that the Company may retain its Credit Reference Data beyond it being necessary for performance under its arrangement with the Customer, as set forth in these Terms and termination of such arrangements as regulated by these Terms. The Customer consents to the disclosure of its Credit Reference Data to credit reference agencies, and that no further specific consent needs to be obtained for the disclosure of such information to credit reference agencies. The Customer agrees further that the Company shall not be liable, for disclosure in good faith of its Credit Reference Data, to credit reference agencies.

9.2. The Customer also agrees that its consumer credit information may be sent to the National Register of Credit Agreement, any Credit Bureau or other third party as permitted or required under applicable law, including any third party to whom the Company has ceded and assigned its rights and obligations in terms of these Terms. Consumer credit information includes, but is not limited to, information about the application, information relating to these Terms, the Customer's personal information, as well as information about non-compliance with these Terms.

9.3. The Customer shall keep any information from or relating to the Company or its business or its operations that it has acquired or may acquire, confidential, except for any information:

9.3.1. which will be publicly available other than by act or omission of the Customer; or

9.3.2. which was in possession of the Customer prior to its disclosure, otherwise than as a result of any breach by the Customer of any obligation of confidentiality owed to the Company pursuant to these Terms; or

9.3.3. which is disclosed to the Customer by a person who did not acquire the information under an obligation of confidentiality; or

9.3.4. which was independently acquired by the Customer as a result of work carried out by a person to whom no disclosure of such information has been made. And the Customer may not use or disclose such information, except with the prior written consent of the Company or in accordance with an order of a court of competent jurisdiction, or an order to comply with any law or government regulations by which either party concerned is bound, or as may be legally be requested in writing by a government authority.

10. Prohibition of resale

The Customer is prohibited in any circumstances from selling any Goods, in respect of which ownership has not yet passed to the Customer, to a third party without the Company's prior written consent.

11. Compliance with law

11.1. The Customer must at all times:

11.1.1. comply with all applicable laws, regulations and standards relating to the Goods, including but not limited to loading, storage, stacking, handling and use thereof;

11.1.2. comply with the instructions provided by the Company regarding the Goods, and its handling and the use thereof;

11.1.3. take proper note of the warnings provided by the Company regarding any hazards associated with the Goods or the handling or the use thereof;

11.1.4. communicate the items mentioned above in sub-clauses 11.1.1 to 11.1.3 to all persons to whom the Customer supplies the Goods; and

11.1.5. ensure that the persons referred to in sub-clause 11.1.4 above, communicate the items in sub-clauses 11.1.1 to 11.1.3 to all persons to whom they supply the Goods, and so on down the supply chain until the Goods reach the end user.

The above constitutes an assumption of risk, liability or both by the Customer, because the Customer's rights and remedies may be limited or excluded by the Company if he does not fulfil the obligations outlined above. This means that the Customer will bear its own losses in these circumstances.

11.2. Where the Customer requires the Company to render any Services at its premises, the Customer must ensure that adequate and safe facilities exist at its premises.

The above is an assumption of risk, liability or both by the customer because the Company and / or its employees and / or subcontractors can have claims or other rights against the Customer if the Customer does not provide adequate and safe facilities at its premises. In case of non-compliance with this obligation the Customer will assume financial and other risks.

12. Liability and Indemnity

12.1. Subject to clause 12.2, the Company will not be liable to the Customer under any circumstances for any damages whatsoever:

12.1.1. where such damages relate to the Goods and / or Services, the transaction between the Company and the Customer, and / or these Terms;

12.1.2. howsoever the damages are caused, and;

12.1.3. howsoever the damages arise, be it in contract, delict, common law, omission or otherwise

The above is an assumption of risk and / or liability by the Customer and excludes the Customer's rights and remedies against the company.

12.2. The limitation of the Company's liability in clause 12.1 does not purport to limit the Company's liability where it would be:

12.2.1. contrary to, or prohibited by the CPA (Consumer Protection Act) for the Company to do so; or

12.2.2. unlawful for the Company to attempt to do so.

13. Force Majeure

13.1. Neither party shall be liable for the non-performance of any of its obligations to the extent that such performance is prevented due to an event beyond its control ("Event"), including without limitation, the

inability to secure labour, power, materials or supplies, machinery breakdown, war, civil disturbances, riots, acts of sabotage, emergencies, strikes, lockouts, go-slows or other labour disputes, natural disasters, explosions, fires, floods, drought and government actions (whether lawful or unlawful).

13.2. Such an Event shall relieve the affected party from damages, penalties or other contractual penalties, and postpone the time for performance, as long and to the extent that the Event continues.

13.3. If the Event lasts more than 30 calendar days, either party shall be entitled to terminate this agreement on written notice.

14. Business Rescue

14.1. If the Customer is a company, it must notify the Company in writing within 2 calendar days if the following events occur:

14.1.1. when the board of directors of the Customer becomes aware that the Customer is in financial distress;

14.1.2. when the board of directors of the customer plans, discusses or agrees for a Business Rescue for the Customer.

14.1.3. when the Customer becomes aware of any person proposing to take, or taking, any step to apply, for the Business Rescue of the Customer.

14.2. The written notice shall set out the full details of the Financial Distress or the actual or proposed activity contemplated in sub-clause 14.1.2 and / or sub-clause 14.1.3.

14.3. For the purposes of these Terms, the definition of the term "Business Rescue" in section 128(1)(b) of the Companies Act, 71 of 2008 ("Act") shall apply, and the definition of the terms "Financial Distress" in section 128(1)(f) of the Act shall apply.

15. Default

15.1. If:

15.1.1. the Customer takes any steps to deregister;

15.1.2. the Customer be, or take any steps to be, wound-up or liquidated, whether provisionally or final, and whether compulsory or voluntarily;

15.1.3. a judgment be recorded against the Customer or any of its principals;

15.1.4. the Customer enters into a compromise with its creditors, or offers to do so;

15.1.5. a written notice referred to in clause 14.1, be received by the Company; and / or

15.1.6. the Company becomes aware that the Customer is in Financial Distress or of any actual or proposed activity contemplated in sub-clauses 14.1.2 or 14.1.3 mentioned above, the Company shall be entitled, without prejudice to its rights, to cancel any Order, withdraw any Acceptance of Order, refuse to accept further Orders and / or take such steps legally permitted by law to recover the amount owing by the Customer.

15.2. If a party commits a breach of any provision of these Terms and fails to remedy such breach to the reasonable satisfaction of the other party, within 7 calendar days of receipt of a written notice from the other party to do so, the other party may without prejudice to its rights and remedies at law:

15.2.1. claim specific performance of any of the defaulting party's obligations under these Terms; or

15.2.2. suspend or terminate the arrangement between the parties under these Terms; and in either event
15.2.3. claim such damages it may have suffered.

15.3. In addition to the Company's rights under clause 15.2, where the Customer is the defaulting party, the Company may cancel any Order, withdraw any Acceptance of Order, and refuse to accept further Orders and / or take such action as permitted by law to recover the amount owing by the Customer.

16. Arrange notable law and dispute resolution

16.1. These Terms are governed, construed and implemented in accordance with South African law and the Customer agrees to the non-exclusive jurisdiction of the High Court of South Africa for any proceedings that arise out of these Terms.

16.2. The Company has the right to institute proceedings in the Magistrate's Court having jurisdiction, notwithstanding that the amount claimed by the Company exceeds the jurisdiction of the Magistrate's Court.

17. General

17.1. No extension of time or allowance made by either party shall constitute a waiver by that party of any of its rights constituted hereunder, or affect or prevent the exercise by that party, of any of its existing or future rights.

17.2. The Customer agrees that these Terms constitute the entire agreement between the Customer and the Company with respect to the subject matter hereof and supersede and novate in their entirety any previous understandings between the parties. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these Terms shall be of any force or effect unless reduced to writing and signed by, the Customer, and the Company.

17.3. Neither party may cede all or any of its rights or delegate all nor any of its obligations in term of these Terms to a third party without the prior written consent of the other party.

17.4. If there is a conflict between these Terms and the terms and conditions of any offer, order or other communication received by the Customer, these Terms shall prevail.

17.5. If the Company institutes legal proceedings against the Customer pursuant to these Terms, and succeeds in such legal proceedings, the Customer shall pay all costs incurred by the Company in doing so, including but not limited to, costs incurred in connection with such legal proceedings, including but not limited to legal fees, collection costs and tracing fees.

17.6. The parties choose the following address as their respective addresses for the service of legal documents or processes (i.e. their *domicilium citandi et executandi*):

Customer:

Company:

QMS Technologies (Pty) Ltd
Cnr Ockert & Haarhoff, ARC Experimental Farm, Groblersdal, 0470

17.7. A notice shall be deemed to have been duly delivered 7 calendar days after posting, if sent by prepaid registered mail to the party's nominated postal address, unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee. A party may change its address(es) for this purpose with 7 calendar days' written notice to the other party. Notwithstanding anything contained herein to the contrary, a written notice or communication that has actually been received by a party shall be an adequate written notice or communication, notwithstanding that it was not sent or delivered to/at that party's chosen address.

17.8. If any provision of these Terms, which is not material to its efficacy as a whole, is rendered void, invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Each Applicant and signatory to this Credit Application warrant that, as at the date of signature hereof, all the information supplied in this Credit Application is complete, true and correct.

Each of the applicant and signatory to this Credit Application hereby acknowledge that he/it has read (i) the Company's standard terms and conditions; (ii) the deed of suretyship (if applicable); and (iii) the cession of debt (if applicable), each forming part of this Credit Application, and that it/he fully understands the meaning of each and every term contained therein.

The Applicant consents to the Company obtaining credit references ("Credit Reference Data" from the Applicant's nominated trade references for the purpose of determining the Applicant's credit rating.

The signatory to this Credit Application warrants that he/she has the necessary authority to bind the Applicant in terms of this Credit Application.

For and on behalf of the applicant:

ON THIS _____ DAY OF _____ 20 _____

BUYER	SIGNATURE	FULL NAMES	ID NUMBER
1.			
2.			
WITNESS			

DEED OF SURETYSHIP

In favour of: QMS TECHNOLOGIES (PTY) LTD, registration number 2014/ 127980 / 07, with its principle place of business at GROBLERSDAL (hereinafter referred to as “the Company”)

Full registered name of company (herein referred to as “the Debtor”):

Registration number: _____

hereby irrevocably and *in rem suam* cede, pledge, assign, transfer and make over unto and in favour of the Company all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and however arising which the Debtor may now or at any time hereafter have against all or any persons, companies, firms, partnerships associations, syndicates and other legal personae whomsoever without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Debtor to the Company from whatsoever cause or obligation howsoever arising which the Debtor may be or become bound to perform in favour of the Company.

By signing this deed of suretyship, you will be liable jointly and individually with the Debtor (as described below) for the Debtor’s obligations to the Company. Accordingly, you agree to assume risks and liabilities, and you may be liable for additional debts, costs and obligations.

1. We, the undersigned,

Name: _____

ID Number: _____

Name: _____

ID Number: _____

("the Sureties") do hereby bind ourselves jointly and severally (which means that each of you and the Debtor is jointly and individually responsible to pay the full amount owing) to the Company as surety for and co-principal debtor/s with the above mentioned debtor on the terms contained in this deed of suretyship ("the Suretyship"), for the due and punctual performance and discharge o demand of all and any claim, indebtedness, liability or other commitment, direct or indirect, which the Debtor does now or will at any future time owe to the Company, from whatsoever cause and howsoever arising.

By signing this Suretyship, you will be liable for all the debts and obligations which the Debtor owes to the Company at any time (including debts and obligations incurred by the Debtor before you signed this Suretyship, debts and obligations incurred by the Debtor after you sign this Suretyship, and all types of debts and obligations which the Debtor owes the Company). Therefore, you will be assuming

additional risks and liabilities, which may result in you being liable for increased or additional debts, costs and obligations.

2. We shall each be bound to this Suretyship despite the fact that any intended co-Surety: (i) does not sign this Suretyship, or (ii) may not be bound to this Suretyship, or (iii) may be released from this Suretyship.

3. The Company shall have the right, in its sole discretion but acting reasonably, and without in any way affecting its rights against us or diminishing or otherwise affecting our obligations to it hereunder, to release any surety and/or security and/or to give time to or compound or make other arrangements with the Debtor or any Surety and/or to allow or grant the Debtor or any Surety any latitude or indulgence, without our approval.

4. To the extent allowed by law, notwithstanding any part payment by us, we shall have no right to any cession of action in respect of such part-payment and shall not be entitled to take any action against the Company or against any other Surety in respect thereof unless and until the indebtedness of the Company has been discharged in full.

Under this clause you waive certain rights you may otherwise have in law.

5. To the extent allowed by law, the Company may at any time without our consent, cede, delegate, assign or transfer and make over all of its rights, title and interest in and arising out of this Suretyship.

6. This Suretyship shall be a continuing covering Suretyship and shall remain in force notwithstanding any immediate settlement of amounts owing by the Debtor, the expiration or earlier termination of any agreements between the Debtor and the Company, or the death or legal disability of any Surety. We further acknowledge that all amounts due and payable by the Debtor to the Company shall be recoverable from us notwithstanding that the Debtor may have any claim or counterclaim against the Company.

7. We hereby agree that any judgment and any arbitration award in the Company's favour flowing from any indebtedness covered by this Suretyship shall be binding on us.

8. We shall not be entitled to withdraw or cancel this Suretyship unless and until all the indebtedness, commitments and obligations (including contingent obligations) of the Debtor to the Company are paid in full and extinguished, and then only after receipt of notice in writing given to us by the Company, confirming the withdrawal or cancellation of this Suretyship or the acceptance of a subsequent suretyship. Notwithstanding anything herein or elsewhere contained on termination of this Suretyship, we shall each remain liable as surety and co-principal debtor for all sums of money owed by the Debtor to the Company at the date of termination.

9. This Suretyship is in addition to and without prejudice to any other suretyships, guarantees, securities or indemnities now or hereafter held by the Company in connection with the obligations of the Debtor.

10. To the extent allowed by law, we hereby waive:

- presentment, which means that a negotiable instrument does not need to be presented to the person upon whom it is drawn for acceptance or for payment;
- notice of dishonour, which means that notice does not need to be given by the holder of a bill of exchange when a negotiable instrument is dishonoured; and
- protest, which means that a notary does not need to provide formal evidence when a negotiable instrument is dishonoured, of any promissory note, bill of exchange, cheque or other negotiable instrument made, drawn, accepted, endorsed or discontinued by the Debtor or to be so made drawn, accepted, endorsed or discontinued by us.

Under this clause you waive certain rights you may otherwise have in law.

11. To the extent allowed by law, we each waive the right to be, or to apply to be, joined in any proceedings taken by the Company against the Debtor. Further, in the event of the liquidation of the Debtor, or any composition or compromise by the Debtor, we undertake not to file any claim against the Debtor until the Company's claims against the Debtor have been paid in full.

Under this clause you waive certain rights you may otherwise have in law.

12. To the extent allowed by law, we each renounce the following benefits:

- "exclusion", which means that you are not entitled to demand that the Company first exhausts its legal
- against the Debtor before it can claim payment from a Surety;
- "division", which means that you the Company is entitled, acting reasonably, to recover the full debt owed by the Debtor from any one Surety to the exclusion of any other Sureties;
- "cession of action", which means that you are not entitled to demand cession of the Company's rights against the Debtor and/or any other Surety before payment by you of the full debt owing by the Debtor to the Company;
- "revision of accounts", which means that you are not entitled to allege that the accounts were not examined by the Debtor;
- "no value received", which means that you are not entitled to allege that the Debtor received no benefit;
- "error in calculation", which means that you are not entitled to allege that there has been a wrong calculation of the debt of the Debtor; and
- "no cause of indebtedness", which means that if, in any legal proceedings which are instituted by the Company against you, you dispute the existence of any amount owing by the Debtor, the onus of proving this will rest on you, the meaning whereof we are fully acquainted with and fully understand.

Under this clause you waive certain rights and defences you may otherwise have in law. This clause also constitutes acknowledgements of fact by you. Please read this clause carefully and ensure that each statement is true and correct as this will limit or exclude your right to later claim that any such statement is not true and correct. The Company may also have claims and other rights against you if any such statement is not true and correct.

13. To the extent allowed by law, any admission or acknowledgment made by the Debtor shall be binding on each of us.

14. No addition to, deletion from or variation of any of the terms hereof will be of any force or effect unless reduced to writing and signed by or on behalf of the Company and each of us. This Suretyship contains all the terms in respect of the subject matter hereof and there are no conditions precedent suspending in its operation.

15. Each paragraph in this Suretyship is severable, the one from the other and if any paragraph or clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses will continue to be of full force and effect.

16. This Suretyship shall be governed in all respects by the laws of the Republic of South Africa and we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of any action to be instituted against us by the Company in terms hereof, notwithstanding that the amount claimed may exceed the jurisdiction of the Magistrate's Court Act.

17. Each reference to "the Company" herein includes a reference to the Company's successors in title or its assigns.

18. No extension of time or other indulgence granted by the Company to the Debtor in regard to the payment of any sum or money or the performance of any obligation will release me from liability under this Suretyship.

19. We shall be responsible for all reasonable charges and expenses of whatsoever nature incurred by the Company in successfully enforcing its rights in terms hereof, including, without in any way limiting the generality of the foregoing, all legal costs, collection commission and tracing agent's fees.

20. In this Suretyship: (i) words importing one gender include the other gender; (ii) the singular includes the plural and vice versa; (iii) natural persons include artificial persons and vice versa; and (iv) references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons.

21. For the purpose of this Suretyship and any proceedings which may be instituted against us, we hereby choose our *domicilium citandi et executandi*

(Physical address not Post Box number please) at:

For:

For:

22. Any notice given in terms of this Suretyship which is posted by prepaid registered post to our *domicilium* shall be presumed to have been received by us 14 days after posting.

23. We hereby warrant that we are not married in community of property or in the event that we are married in community of property we hereby warrant that we have obtained the consent of our respective spouses prior to signing this Suretyship.

This clause constitutes an acknowledgement of fact by you. Please read this clause carefully and ensure that it is true and correct as this will limit or exclude your right to later claim that it is not true and correct. The Company may also have claims and other rights against you if it is not true and correct.

24. To the extent that this Suretyship is governed by or subject to the Consumer Protection Act, 68 of 2008 ("CPA"), no provision of this Suretyship is intended to contravene the applicable provisions of the CPA. All provisions of this Suretyship will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA and this Suretyship must be interpreted and applied accordingly.

Thus, done and signed in the presence of the undersigned witnesses

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

FOR AND ON BEHALF OF: _____

(DULY AUTHORIZED SIGNATORY)

NAME: _____

ID NO: _____

PHYSICAL _____

ADDRESS: _____

WITNESS: _____

WITNESS: _____

(DULY AUTHORIZED SIGNATORY)

NAME: _____

ID NO: _____

PHYSICAL _____

ADDRESS: _____

WITNESS: _____

WITNESS: _____

SUPPORTING DOCUMENTS FOR ACCOUNT APPLICATION

Sole Proprietorship	CC	PTY Ltd	Trust	Partnership
Application completed in full and signed All pages of application have been initialled	Application completed in full and signed All pages of application have been initialled	Application completed in full and signed All pages of application have been initialled	Application completed in full and signed All pages of application have been initialled	Application completed in full and signed All pages of application have been initialled
Most recent financial statements (for amounts > R199 000)	Most recent financial statements (for amounts > R199 000)	Most recent financial statements (for amounts > R199 000)	Most recent financial statements (for amounts > R199 000)	Most recent financial statements (for amounts > R199 000)
Signed Surety	Signed Surety	Signed Surety	Signed Surety	Signed Surety
Proof of residence	Proof of residence	Proof of residence	Proof of residence	Proof of residence
SARS VAT 103	SARS VAT 103	SARS VAT 103	SARS VAT 103	SARS VAT 103
Certified copy of ID	Certified copy of ID of all CC members	Certified copy of ID of all directors	Certified copy of ID of all Trust members	Certified copy of ID of all partners
	Letter of authority from all CC members granting authority to signee to act on behalf of the CC	A Resolution where all directors grant authority to the signee in order to act on behalf of the company	Letter of authority from all trustees granting authority to signee to act on behalf of the Trust	Letter of authority from all partners granting authority to signee to act on behalf of the Partnership
	CK1 Copy of registration document	CM1 (COR39) Copy of registration document	Copy of trust deed	
	CK2 Copy of name change document	CM9 Copy of name change document		