



APPLICATION FOR CREDIT FACILITIES

Trading Name of Applicant

(Company Stamp)

Dunham-Bush International (Africa) (PTY) LTD
57 Sovereign Drive, Route 21 Corporate Park, Irene, Pretoria, SOUTH AFRICA
PO BOX 1431 Wingate Park, 0153 SOUTH AFRICA
Telephone Number: +27 (12) 345 4202
Fax Number: +27 (12) 345 4203

PRIVATE & CONFIDENTIAL

1. CUSTOMER INFORMATION:

1.1 Registered Name: _____

1.2 Trading Name: _____

1.3 Registration No: _____ VAT No: _____

1.4 Name of holding company/majority shareholder: _____

1.5 Type of Business: _____ Date Established: ____/____/____

1.6 Trade Style:

SOLE TRADER	PARTNERSHIP	CLOSE CORPORATION	PRIVATE COMPANY	PUBLIC COMPANY
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1.7 Registered Address:

_____ Code: _____

1.8 Postal Address:

_____ Code: _____

1.9 Physical Address:

_____ Code: _____

2. CONTACT PERSONS:

2.1 In Accounts:

2.1.1 Name: _____ E-mail: _____

2.1.2 Tel No: _____ Fax No: _____ Cell: _____

2.2 In Purchasing:

2.2.1 Name: _____ E-mail: _____

2.2.2 Tel No: _____ Fax No: _____ Cell: _____

3. DETAILS OF DIRECTORS/MEMBERS/PARTNERS/OWNERS/TRUSTEES:

3.1 Name: _____ ID No: _____
Residential Address: _____ Suburb _____ Code: _____
Tel No: _____ Cell: _____ E-mail: _____

3.2 Name: _____ ID No: _____
Residential Address: _____ Suburb _____ Code: _____
Tel No: _____ Cell: _____ E-mail: _____

4. TRADE REFERENCES:

COMPANY NAME	TELEPHONE NO	CONTACT PERSON	AVG MONTHLY PURCHASES

5. GENERAL INFORMATION:

- 5.1 Bank: _____ Branch Name: _____ Branch Code _____
 Account Holder Name: _____ Account Type: _____
 Account Number: _____ Number of Years with bank _____
- 5.2 Auditors: _____ Contact Person: _____
 Tel No: _____ E-mail: _____
- 5.3 Estimated Amount of Monthly Purchases: R _____
- 5.4 Average Annual Turnover: R _____ Total Value of Assets: R _____
- 5.5

Will the right of use of this account be granted to other persons/enterprises?	YES	NO
If YES, state name and address of person / enterprise:		
Have any judgments been granted against the Customer?	YES	NO
Has an application been made for the liquidation / sequestration of the Customer?	YES	NO
Has an application been made to place the Customer in business rescue / under debt review?	YES	NO
Has the Customer been placed under judicial management/administration?	YES	NO
Is the Customer involved in any litigation?	YES	NO
Are the directors/members/owners/partners/trustees involved in any litigation?	YES	NO
Does the Customer agree to a credit check being done by Caprichem SACCS (Pty) Ltd?	YES	NO
Are the directors/members/owners/partners/trustees prepared to sign surety?	YES	NO
Is a balance sheet or trading account available (If YES – please attach)	YES	NO

I/We hereby authorize **DUNHAM BUSH INTERNATIONAL AFRICA (PTY) LTD** its associates and subsidiaries to make use of the information contained herein and to contact any person named herein to determine whether or not to grant me credit facilities.

I warrant that I am authorised to sign this document on behalf of the Customer and that any goods supplied by Dunham Bush International Africa (Pty) LTD will be subject to the standard terms and conditions of sale printed hereon, which I acknowledge shall be binding upon both parties and warrant that the information contained herein is true and correct

SIGNED at _____ on this the ____ day of _____ 20____

 FULL NAME:

 DESIGNATION:

CONSENT:

I, _____, the undersigned, with identity number _____ in my capacity as _____ of _____ with registration number _____/_____/_____ ("*the Customer*") and duly authorised thereto to sign this document on behalf of the Customer declare that the Customer has applied to open an account with **DUNHAM BUSH INTERNATIONAL AFRICA (PTY) LTD** with registration number _____ ("*the Seller*").

I consent and agree that:

1. The Seller or any of its duly appointed agents may access the Customer's credit information at any of the recognized credit bureaus and may obtain the Customer's credit report;
2. The Seller or any of its duly appointed agents may make information regarding the Customer's conduct of its account available to any of the recognized credit bureaus in South Africa;

I acknowledge that I fully understand the above provisions and warrant that the above information supplied by is correct and that I am duly authorised thereto to grant this consent on behalf of the Customer.

SIGNED at _____ on this the ____ day of _____ 20____

FULL NAME:

DESIGNATION:

The signatory hereto warrants that he is duly authorised thereto to conclude this agreement on behalf of the Customer and that the information supplied herein is true and correct.

TERMS AND CONDITIONS OF SALE

ALL quotations, tenders and sales ARE SUBJECT TO THESE CONDITIONS OF SALE which are in all respects incorporated in any quotation, tender or sale and form unless expressly varied in writing by Dunham Bush International (Africa) (Pty) Ltd

1. DEFINITIONS:

- 1.1 *"agreement"* means the application for credit facilities as completed by the customer and these terms and conditions and any Annexure thereto;
- 1.2 *"customer"* means the person who completed the application for credit facilities;
- 1.3 *"goods"* means the goods ordered, sold and delivered to the customer, at its special request and behest, by the Seller
- 1.4 *"party"* means either the customer or seller, as the case may be;
- 1.5 *"parties"* means both the customer and seller;
- 1.6 *"person"* means a natural or juristic person, as the case may be.
- 1.7 *"seller"* means **Dunham Bush International (Africa) (Pty) Ltd** a private company duly incorporated in accordance with the laws of the Republic of South Africa with registration number _____ and with its principal place of business situated at _____
- 1.8 *"terms and conditions"* means these standard terms and conditions of sale

2. INTERPRETATION:

In this agreement, unless the context otherwise indicates

- 2.1 The singular shall include the plural and vice versa;
- 2.2 Reference to the masculine gender shall include the feminine gender and vice versa;
- 2.3 Reference to a natural person shall include a juristic person and vice versa;
- 2.4 The headings in this agreement is used for the sake of convenience and shall not govern the interpretation thereof;
- 2.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on a party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision;
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is limited to that clause, bear the meaning assigned to that word or expression throughout the agreement;
- 2.7 A reference to any act shall be construed as reference to that act as at signature date thereof and as amended or substituted from time to time;
- 2.8 Reference to "days" shall be construed as calendar days unless qualified by the word "business" in which event a business day shall be any day, other than a Saturday, Sunday or Public Holiday between the hours of 08:00 and 17:00
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined, by excluding the first and including the last day.

3. GENERAL:

- 3.1 This agreement will be governed by the laws of the Republic of South Africa;
- 3.2 This agreement constitutes the whole of the agreement between the parties and no variation, amendment, deletion or addition will be valid unless stipulated in writing and signed by both parties. No oral statements, warranties, representations, stipulations or terms have any binding effect or be any part of this agreement whatsoever.
- 3.3 No indulgence, latitude, extension of time or delay or the like granted by seller to the customer shall in any way whatsoever be constituted as a novation or wavier of any rights which the seller may have against the customer;
- 3.4 Should any of the provisions of this agreement be held by court to be invalid, void or unenforceable the invalid, void or unenforceable provision(s) will be struck from these terms and conditions but the remainder of these terms and conditions will be valid and binding;
- 3.5 Neither party shall be entitled to cede or assign any rights or delegate any obligations under this agreement without the prior written consent of the party.

4. QUOTATION & PRICE:

- 4.1 A quotation or tender is only valid for 30 days from date on which it is supplied to the customer and should the quotation not be accepted within those 30 days the quotation or tender will lapse and will be of no force or effect.
- 4.2 Up to the time of formal order acceptance, the prices may change with due notice to the customer. Acknowledged sales prices of the seller's equipment are subject to adjustment to reflect increases in seller's costs in effect at the time of shipment. If actual shipment goes beyond one year from date of order acceptance sale prices are subject to renegotiation.
- 4.3 The seller reserves the right to correct any stenographic or clerical errors and assume no responsibility beyond the usual in the seller's course of business except where such responsibility is defined in detail.

- 4.4 Should goods be designated as fully imported goods or imported goods such goods shall be subject to adjustment to take into account fluctuation in the Rate of Exchange by applying the following formula

$A = (0.85 \times RF/RO + 0.15C) - C$, where:

A – is the amount of adjustment
C – is the total sale price (in Rands)
RO – is the Rate of Exchange stated in the tender
RF – is the Rate of Exchange incurred by the seller
* – Rate at 85% variable and 15% fixed.

- 4.5 Any dispute between the parties regarding the application of the provisions of this condition shall be referred for a decision of the auditors approved by both parties and whose decision shall be final and binding on the parties.
- 4.6 Payment in respect of any price adjustments shall be by the customer to the seller within 30 days from date of invoice in respect thereof.

5. **PAYMENT TERMS:**

- 5.1 All amounts owed by the customer to the seller shall be paid within 30 days from date of statement (“due date”) or within such other as the parties may agree to in writing.
- 5.2 All amounts not paid on due date shall, without prejudice to any other right that the seller may have, bear interest *per annum* at a rate of 7.5% above the most favourable rate enjoyed by the seller from time to time on an overdrawn account with any of its bankers.

6. **DELIVERY:**

- 6.1 Unless otherwise agreed the seller shall effect delivery of the goods to the buyer at the premises of the seller. (“*the place of delivery*”).
- 6.2 Whilst every effort is made to dispatch the goods on any date of delivery, as advised by the seller, the seller does not guarantee dispatch on any specific date and shall not be contractually or otherwise bound to that date of delivery nor be liable for any damages suffered by the buyer, unless the seller has given a firm undertaking in respect of the date of delivery.
- 6.3 Where delivery is to be effected in instalments, the seller shall invoice the buyer for the total order and obtain payment thereof.
- 6.4 Where the seller effects delivery other than at its own premises or other than F.O.B, delivery shall be deemed to have been effected before off-loading commences and all off-loading shall be effected by the employees and/or agent of the buyer at the buyer’s sole risk. The buyer shall be responsible for all damages of whatsoever nature which may be caused during such off-loading.
- 6.5 Provided that the seller has given timeous notice of its readiness to effect delivery, all demurrage costs incurred by the seller in delivering the goods to the buyer, including, but not limited to the costs resulting from the buyer’s liability of off-loading the goods will be payable by the buyer to the seller on demand. Should the seller, after having advised the buyer of its intention to effect delivery on a particular date, fail to effect such delivery within a reasonable time and the buyer makes arrangements for special equipment or facilities required for off-loading the seller may be liable for reasonable costs and charges previously accepted in writing by the seller incurred by the buyer arising from making such arrangements. Any arrangement by the buyer must be accepted by the seller in writing prior to any arrangements made to effect the seller’s liability for reasonable costs.
- 6.6 Should the buyer fail to take delivery of the goods in terms of the agreement, then, without prejudice to any rights which the seller may have, the seller shall be entitled, at the buyer’s expense to store the goods on the buyer’s behalf and the buyer shall on demand pay the seller the reasonable costs incurred by the seller for the storage of such goods.
- 6.7 The buyer will accept the goods at the place of delivery in receipt of the number and condition of packages only. Notwithstanding any receipt that may have been given by the buyer, the buyer shall be entitled, subject to the provision of condition to return any goods found not to be in accordance with its order as regards condition and specification.
- 6.8 The seller shall not be liable for any claim in respect of shortage in quantity or patent defect unless written notice of such claim is received for a product prior to installation by the seller and within 10 business days after buyer has received the goods. Once installed no returns or claims for refund will be accepted.

7. **VIS MAJOR**

- 7.1 The seller shall not be liable for any delay or failure to perform any obligation under the agreement due to any cause beyond the reasonable control of the seller, including, but not limited to strikes, lockouts or any other industrial action, sabotage, terror, riot, invasion, war, preparation for war, fire, explosion, storm, flood, subsidence, epidemic or natural or physical disaster, delay by railway, impossibility to use railway, shipping aircraft, motor transport or other means or public or private transport or any act or policy of any state or government or other authority having jurisdiction over the area.
- 7.2 Upon the occurrence of any event referred to in 7.1, making performance of any obligation impossible or causing delay in performance thereof, performance of such obligation shall be suspended for a period of 45 days from date on which the event first occurred, where after either party may, without penalty, cancel the agreement.
- 7.3 Should the agreement be cancelled in accordance with clause 7.2 above then, and in that event, the agreement shall be annulled in respect of the goods not delivered and the customer shall only be liable to pay for the portion delivered proportionately to the total amount payable under the contract and the seller shall refund any amount received in excess of such proportionate share of the purchase price.

8. OWNERSHIP & RISK:

- 8.1 All risk in and to all goods shall pass to the customer on delivery of the goods to the customer;
- 8.2 Ownership in all goods delivered to the customer shall remain vested in the seller until such time as the goods has been paid for in full by the customer;
- 8.3 The Buyer acknowledges that for purpose of giving effect to Clause 8.2 above the goods shall be deemed to remain moveable and severable property notwithstanding that they have been fixed to moveable or immovable property owned by the buyer or any other person whatsoever.
- 8.4 The buyer shall be obliged to inform the landlord of the premises in which the goods are installed of the provisions of this clause

9. WARRANTY & INDEMNITY:

- 9.1 The seller warrants that the goods are:
 - 9.1.1 reasonably suitable for the purpose for which they are generally intended;
 - 9.1.2 of good quality, in good working order and free from any defects;
 - 9.1.3 will be useable and durable for a reasonable time period and covered by the warranty of 1 year from date of installation;
 - 9.1.4 in compliance with any acceptable standard.
- 9.2 The seller agrees that the apparatus manufactured by Dunham-Bush will be free from defects in material and workmanship for a period of 1 year under normal use and when properly installed and the seller agrees to repair or replace, at its option, and at its factories, any parts or parts thereof which shall, within 1year from date of original installation or 18 months from date of shipment from factory to the original buyer, whichever date may occur first, be returned to us with transportation price pre-paid and after examination by the seller to satisfy itself that the part(s) are defective.
- 9.3 Should the defective parts as referred to clause 9.2 be of such a nature that the part(s) cannot be replaced, then, and in that event, the seller will refund the customer the price paid in respect of such goods.
- 9.4 The seller's obligations to repair, replace or refund shall not apply to any goods or apparatus which shall have been repaired or altered outside our factory in any way or which has been subject to negligence, misuse or pressures in excess of stated limits..
- 9.5 No warranty shall be of any force or effect unless expressly provided by seller and no other warranties are made by the seller, either express or implied in law or equity, other than those expressly contained herein.
- 9.6 Parts not of the seller's manufacture, such as motors, control etc., the same warranty is extended to the buyer as was given to the seller.
- 9.7 Warranties provided for in this agreement only runs to the immediate buyer and does not extend, either expressly or by implication to any other person.
- 9.8 The Occupational Health and Safety Act (OSHA) imposes certain requirements on the "employer" including many relating to the use of machinery and equipment. Since these requirements are directly related to the conditions under which and the manner in which the machinery is used the seller makes not warranties, expressed or implied, of merchantability under, fitness under compliance with or liability under OSHA, its interpretations or regulations.
- 9.9 The Seller shall protect and indemnify the buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement the seller shall promptly be notified and given full opportunity for negotiating a settlement. The seller does not warrant against infringement by reason of the buyer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation the buyer agrees to cooperate with the seller. All parties concerned shall be entitled in connection with any proceedings under the provisions of this clause, to be represented by counsel at their own expense.

10. CANCELLATION AND BREACH:

Notwithstanding any other provision in this agreement, should the Customer:

- 10.1.1 fail to pay any amount due in terms of this agreement on due date thereof; or
- 10.1.2 commits a breach of any other term of this agreement
And fails to remedy such breach upon 10 business days written notice to do so, the seller shall have the right, but will not be obliged to
- 10.1.3 suspend the Customer's use of the credit facilities in terms of the agreement;
- 10.1.4 suspend the delivery of any further goods ordered;
- 10.1.5 cancel the agreement upon 10 business days written notice to the Customer in which event the full outstanding balance, whether due or not, will immediately become due and payable by the Customer to the seller and/or institute legal action for amounts due and/or damages.
- 10.2 If the Customer:
 - 10.2.1 being an individual dies or is provisionally or finally sequestered or surrender his or her estate; or
 - 10.2.2 being a partnership, is dissolved; or
 - 10.2.3 being a company or close corporation is placed under provisional or final liquidation or judicial management;
 - 10.2.4 commits an act of insolvency as defined in any statute or in terms of the common law in force in the Republic of South Africa from time to time; or
 - 10.2.5 compromises or attempts to compromise with its creditors

- then, and in such event the seller may, on 10 business days written notice to the Customer, summarily cancel the agreement without prejudice to any other rights which the seller may have, in which event the full outstanding balance, whether due or not, will immediately become due and payable by the Customer to the seller
- 10.3 The parties expressly agree that this agreement does not fall within the ambit of the National Credit Act 34 of 2005, however, should this agreement be subject to the National Credit Act 34 of 2005 then the seller, in compliance with Section 129(5) and 129(6), will deliver any notices so required by the Act to the Customer in the preferred manner as chosen by the Customer in Clause 12.3 below.
- 10.4 The seller shall comply with all other provisions of Section 129 and 130 of the National Credit Act 34 of 2005 in order to enforce the debt or obtain the judgment.
- 10.5 If all or any portion of this agreement is cancelled by the buyer without default on the part of the seller or without the seller's written consent the buyer shall be liable
- 10.6 Orders may only be cancelled with written consent of the seller and upon payment of any agreed cancellation charges by the buyer.
- 10.7 Cancellation charges shall take into account costs and expenses thereto incurred, purchase or contract commitments made by the seller and all other losses due to such cancellations.
- 10.8 The following charges may be applicable to cancellation by the buyer:
- 10.8.1 30% of the sale price if sheet metal is fabricated and/or any component parts is purchased by the seller;
- 10.8.2 50% of the sale if products have been completed for standard products;
- 10.8.3 100% of the sale price if products have been completed for custom products.
- 10.8.4 A minimum booking charge equal to 10% of the sale price or R 2000.00, whichever is greater, will be applied to any order cancelled within 14 days from date of order, irrespective of the order or amount of work done.

11. LEGAL PROCEEDINGS, JURISDICTION AND COSTS:

- 11.1 The customer shall be liable to the seller for all legal expenses on an attorney-and own client scale incurred by the seller in the event of default or breach of this agreement by the customer or any litigation in regard to the validity and enforceability of this agreement
- 11.2 The customer shall be liable for any tracing, collection or valuation fees incurred by the seller should the buyer default on its obligations in terms of this agreement.
- 11.3 A certificate issued or signed by any Director or Manager of the seller, whose authority need not be proven, in respect of any indebtedness of the customer to the seller shall be *prima facie* evidence of the customer's indebtedness to the seller.
- 11.4 The customer consents that legal proceedings may be instituted in any Magistrate's Court having jurisdiction regarding any legal action taken against it by the seller arising from this agreement. Notwithstanding this consent the seller will have the right to institute action against the customer in any competent court having jurisdiction, including any High Court.

12. DOMICILIUM CITANDI ET EXECUTANDI & NOTICES

- 12.1 The Customer chooses as its *domicilium citandi et executandi* the physical address as provided for in Section 1 (Customer Information) of the Application, where it will accept service of letter, notices, accounts and/or other legal document relating to this agreement;
- 12.2 The Seller chooses as its *domicilium citandi et executandi* _____ where it will accept service of letter, notices, accounts and/or other legal document relating to this agreement;
- 12.2 Either party may change its *domicilium citandi et executandi* upon 10 business days written notice to the other party to any other address in the Republic of South Africa which is not a post office box or a *poste restante*.
- 12.3 Any notice to a party contained in a correctly addressed envelope and
- 12.3.1 sent by prepaid registered post to the chosen *domicilium*; OR
- 12.3.2 delivered by hand to an adult responsible person during ordinary business hours at the chosen *domicilium*
- Shall be deemed to have been received in the case of 12.3.1 on the 7th day after posting and in the case of 12.3.2 on the day of delivery

12.3 The parties expressly agrees that this agreement does not fall within the ambit of the National Credit Act 34 of 2005, however, should this agreement be subject to the National Credit Act 34 of 2005 the Customer's preferred method of delivery of any Notices required to be delivered will be:

PERSONAL DELIVERY	REGISTERED POST
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(PLEASE CHOOSE ONE)

Initial

SIGNED at _____ on this the ____ day of _____ 20__

FULL NAME:

DESIGNATION:

The signatory hereto warrants that he is duly authorised thereto to conclude this agreement on behalf of the Customer and that the information supplied herein is true and correct.

DEED OF SURETYSHIP.

I/We, the undersigned

1. NAMES IN FULL: (PLEASE PRINT)
ID NUMBER:

2. NAMES IN FULL: (PLEASE PRINT)
ID NUMBER:

Do hereby bind myself/ourselves jointly and severally to **DUNHAM BUSH INTERNATIONAL (AFRICA) (PTY) LTD** (hereinafter referred as "the Creditor") as surety(ies) in solidum and co-principal debtor/debtors for due performance by

Registration Number: _____

(hereinafter referred as "the Principal Debtor")

for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Principal Debtor to the Creditor arising from goods supplied and/or service rendered by the Creditor to the Principal Debtor and/or arising from any claims which the Creditor may have against the Principal Debtor in pursuance of transactions concluded between the Creditor and Principal Debtor and for the due performance of every other obligation, howsoever arising, which the Principal Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I/We hereby agree:

1. That this deed of suretyship shall constitute a continuing covering liability on my part for whatever amount/s and whatever other obligation/s will be owing by the Principal Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding death, insolvency or legal disability of the Debtor or of any other surety/ies for and/or co-principal debtor/s with the Principal Debtor, until the Creditor will have agreed in writing to cancel the deed of suretyship. Nothing in this clause will place any obligation on the Creditor to agree to such cancellation.
2. That all admission and acknowledgements of liability by the Principal Debtor will be binding on the Surety/ies. (The effect of this clause is that if the Principal Debtor makes any acknowledgement or admission, it will apply as if the Surety had made the acknowledgement or admission).
3. That in the event of the Principal Debtor being liquidated or subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Creditor will prejudice the Creditor's right to recover from the Surety the amount owing, by the Principal Debtor at date of liquidation, business rescue or compromise of the Principal Debtor and such liquidation, business rescue or compromise will not discharge the Surety from its obligations hereunder.
4. A certificate under the hand of the Managing Director or Financial Officer or Accountant, whose authority or appointment need not be proven, of the Creditor as to the existence and the amount of the Principal Debtor's and/or my indebtedness to the Creditor, as well as the amount of interest accrued thereon, and as to any other fact, matter or thing relating to the Principal Debtor's and/or my indebtedness to the Creditor shall be accepted as *prima facie* proof of the content and correctness thereof and of the amount of the Principal Debtor's and/or my indebtedness for the purpose of provisional sentence or summary judgment or any other proceedings against the Principal Debtor and/or me in any competent court.
5. That the Surety(ies) renounces the benefits of
 - 5.1 Excussion – that the Creditor have to proceed against the Principal Debtor first before proceeding against the surety first;
 - 5.2 Division – that the Debt has to be divided between the Principal Debtor and the Surety
 - 5.3 Non numeratae pecuniae – that no valuable consideration has been received
 - 5.4 Non causa debiti – that there is no cause for the debt
 - 5.5 Error Calculi – that there is an error in calculation
 - 5.6 De doubus vel pluribus reis debendi – that the Surety should be sued jointly with other principal debtors
 - 5.7 Revision of Accounts; and
6. In terms of Section 45 of the Magistrate's Court Act 1944, I/We hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action instituted against me/us or any or more of us by the Creditor. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against me/us in such Magistrate's Court or any other Court having jurisdiction, including any High Court.
7. That this Suretyship is in addition and without prejudice to any securities held now or in the future by the Creditor.
8. That any indulgence or extension of time for payment granted by the Creditor to the Principal Debtor is without prejudice to any of the rights of the Creditor, and that no indulgence or extension will in any way affect the Surety's liability. (The effect of this clause is that even if the Creditor grants an indulgence to the Principal Debtor or an extension of the payment, it does not have to grant the same indulgence or extension to the Surety and can claim from the Surety as if the indulgence or extension had not been granted to the Principal Debtor.)
9. I/We hereby choose *domicilium citandi et executandi* for all purposes arising out of this deed of suretyship at:

(Each surety to provide his/her own *domicilium* address):

SURETY 1: _____

SURETY 2: _____

(PHYSICAL ADDRESS)

10. Every notice to be given in terms of or incidental to this Suretyship shall be in writing and shall be either left at the *domicilium citandi et executandi* in which case it shall be deemed to have been received when so left **OR** prepaid registered mail to the Surety at the *domicilium citandi et executandi* in which case it shall be deemed to have been received on the fifth business day after posting.
11. As part of its liability in terms hereof the surety(ies) binds to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the foregoing, attorney and client costs, collection commission and tracing fees incurred by the Creditor in securing or endeavoring to secure fulfilment of the obligations.
12. That no variation or cancellation of this Deed of Suretyship will be of any force or effect unless reduced to writing and signed by both the Surety and the Creditor.

I/We, the undersigned, by appending my/our signature(s) hereto, confirms that when the foregoing Suretyship was signed in favour of the Creditor there were no blank spaces herein which still required to be complete and no deletions which are still required to be made, that the names of the Principal Debtor and Surety(ies) have been duly inserted and was in all respects complete and that the Suretyship is not subject to any conditions precedent to its coming into force.

SIGNATURE OF SURETY 1	DATE	SIGNATURE OF WITNESS	DATE
FULL NAME:		FULL NAME:	
ID NO:		ID NO:	

SIGNATURE OF SURETY 2	DATE	SIGNATURE OF WITNESS	DATE
FULL NAME:		FULL NAME:	
ID NO:		ID NO:	