



APPLICATION TO OPEN AN ACCOUNT AND DEED OF SURETYSHIP

This is your application to us, NATAL ASSOCIATED CHEMICALS (PTY) LIMITED t/a DEKADE PAINTS, for credit/account facilities with ourselves. In support of the Application, please furnish the following particulars:-

A. Please mark with (X) the relevant legal entity under which you will operate the account:-

1. Sole Proprietor Partnership (Pty) Ltd CC Ltd Trust Other
2. Full Registered name of business: _____
3. Full trading name of business: _____
4. Registration number of legal entity [CC / Pty (Ltd) / Ltd / Trust] _____
5. VAT Number: _____
6. Nature of business: _____
7. Date business established: _____
8. State the full name/s [Id no/s, address/es, telephone no/s of proprietor/partners/Directors/Members/Trustees [where applicable] & **attach copy / copies of the requisite identity documents**

Name	Address	I.D. No.:	Telephone Nos.:
1]			
2]			
3]			
4]			

9. Residential address / physical address : _____
 [where business is located]
 (indicate the suburb, town and province, where necessary)
 _____ Postal Code: _____
10. Postal address: _____
 _____ Postal Code: _____
11. Contact Details: Tel (Bus): _____ Cell: _____
 Fax: _____ email: _____
12. Indicate with (X) where applicable, the mode of delivery of statements and correspondence:
 By fax By e-mail By ordinary post

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13. Bankers: (a) Name _____
 (b) Branch & Branch Code: _____
 (c) Account Number: _____
 (d) Account name / description: _____
 (e) Date when account was opened: _____

14. Name and address of Auditor / Accounting Officer: _____

15. Annual turnover for last financial year: _____

16. Asset Value as at date of Application is: R _____

17. Trade References (please supply 3):

Name	Telephone Nos.	Contact Person	Approximate monthly purchases	Approximate How long dealt with
1]				
2]				
3]				

18. Details of fixed Property owned: _____
 Specify the address, description, estimated value, bond value and holder (if applicable) and in whose name the property is registered and **attach your entity's fixed asset register**

19. Estimated amount of monthly purchases at date of commencement of this Agreement, R _____ [per month]

20. Full name of Customer's account's clerk / manager handling this account: _____

B. Please attach the following documents to accompany this Application:-

1. If the Customer is a company, a copy of the Certificate of Incorporation
2. If the Customer is a Close Corporation, a copy of the Founding Statement
3. If the Customer is a Trust, a copy of the Trust Deed and Letters of Authority
4. A copy of the fixed asset register approved by the Customer's Auditor
5. A letter from the Auditor confirming the annual turnover for the last financial year
6. Copies of the Directors' / Members' / Trustees' identity documents

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- 7. If the Customer is a sole proprietor or a partnership, a copy of his/their Identity Document/s.....
- 8. Copies of the rates account and Bond statement/s for the Customer's fixed property
- 9. VAT Certificate (if applicable)
- 10. Resolution (if an agent or representative of the Customer is signing this Application)

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STANDARD TERMS AND CONDITIONS OF ACCOUNT

This is an Agreement to sell and supply goods to you, the Customer. Notwithstanding anything in your enquiry or specification or acceptance or order to the contrary, the following terms and conditions constitute the Agreement between us and you. By signing this document, you acknowledge that you are bound by the following terms and conditions which will be applicable to all agreements concluded between you and us unless otherwise agreed in writing and signed by both Parties. **Please note that this Agreement may in certain cases constitute an incidental credit agreement in terms of the National Credit Act and we refer you in this regard specifically to our terms of payment in clause 3 below.**

IMPORTANT: Please read through these terms and conditions carefully before you sign the Application. Clause headings have been inserted for convenience only and shall not be taken into account in the interpretation of this Application.

1. DEFINITIONS

In these conditions, the words defined shall have the meanings assigned to them hereunder:-

- | | | | |
|-----|-------------------------------|---|--|
| 1.1 | "Agreement" | - | any contract (including these terms and conditions) concluded between us and you for the sale and supply of Goods. |
| 1.2 | "Application" | - | any Application to Open an Account form completed and submitted by you and accepted by us, and any amendment/s thereto. |
| 1.3 | "The Company" or "we" or "us" | - | Natal Associated Chemicals (Pty) Ltd t/a Dekade Paints |
| 1.4 | "The Customer" or "you" | - | the person, partnership, firm, association, company or close corporation or other entity applying to open an account with us in terms of the Application |
| 1.5 | "Parties" | - | you and us |
| 1.6 | "Goods" | - | all the goods sold and supplied by us |
| 1.7 | "NCA" | - | The National Credit Act 34 of 2005 and Regulations thereunder as amended from time to time. |
| 1.8 | "CPA" | - | The Consumer Protection Act 68 of 2008 and Regulations thereunder as amended from time to time. |

2. PURCHASES, QUOTATIONS AND ORDERS

- 2.1 **The amount reflected in item A.19 of the Application is simply an estimate of your purchases on account at date of commencement of the Application and does not constitute a credit limit. We are entitled at our discretion to decide from time to time on whether to sell Goods to you and to what value.** Initial here
- 2.2 Should we amend your estimated amount of monthly purchases on account, either to reduce or increase it, we shall notify you in writing of such amendment.
- 2.3 Orders (other than those in respect of which a quotation was given) are accepted only on the basis that the prices charged will be those ruling at the date of dispatch of the Goods, unless we agree otherwise in writing.
- 2.4 You shall be liable for payment of Value Added Tax ("VAT") at the applicable rate in addition to any quoted or ruling price.
- 2.5 **Any order form delivered to us, which reflects your name shall be deemed to have emanated from you and shall be binding on you, notwithstanding that such order may have been given or signed by a person not duly authorized by you.** Initial here

3. TERMS OF PAYMENT

- 3.1 The terms of payment in this Agreement may only be varied with our written agreement.
- 3.2 The price we charge you for the Goods shall be payable by you to us in cash without deduction or setoff within 30 (thirty) days from date of our statement reflecting such purchase/s, unless otherwise agreed in writing. Interest will be charged on amounts, which remain unpaid and outstanding after 60 (sixty) days has elapsed (which Agreement will constitute an incidental credit agreement in terms of the National Credit Act). Payment to us must be made at our Offices or deposited into our bank account held with **Ned bank; Branch Code: 134025; Branch: Hayfields; Account No: 1340 238 004.**
- 3.3 All payments made by EFT or cash will qualify for 2.5% settlement discount provided we receive payment within 30 (thirty) days from date of statement. The aforementioned discount will not apply to payments made by cash deposit, credit card, debit card or cheque.
- 3.4 Any extension of time allowed for payment will not prejudice the terms and conditions of this Application.
- 3.5 **A certificate signed by any of our Directors or authorised employees, showing the amount due and owing by you to us at any given time shall be *prima facie* proof [on the face of it] of the facts therein stated for the purposes of all legal proceedings instituted by us against you for the recovery of any outstanding amount and as evidence of the prevailing rate of interest charged on the outstanding balance and/or overdue amount.** Initial here

3.6 We reserve the right at any time to call upon you to deliver satisfactory guarantees or other security for the due and prompt payment of all monies due and which may become due to us. If such guarantees or securities are not supplied within fourteen [14] days after our written request, we shall be entitled to cancel, defer or refrain from executing any one or more outstanding orders, wholly or in part, and we undertake to give you written notice of at least five [5] business days of a unilateral change and particulars to the account.

4. DELIVERY

4.1 Whilst every reasonable effort will be made to deliver the Goods timeously, we do not guarantee delivery on any specific date and shall not be liable for any damages, nor shall you be entitled to cancel the Agreement for any failure on our part to effect delivery timeously.

4.2 **A delivery note signed by you or by any person purporting to sign on your behalf, or by anyone else at the agreed place of delivery, shall be proof (until the contrary is proved) of the delivery of Goods listed thereon, in good condition and as ordered by you. In the event of incorrect supply of Goods or different Goods from what were ordered, the delivery note must be endorsed by you accordingly and immediately.**

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4.3 Any Goods delivered to you in error will only be considered for return by us provided that such Goods are undamaged, have not been tampered with in any way and are not defaced in any way.

5. OWNERSHIP AND RISK

5.1 Ownership of any particular consignment of Goods supplied by us shall not pass to you until the full contract price for the consignment has been paid.

5.2 **Notwithstanding clause 5.1 above, risk in respect of the Goods shall pass to you on delivery, and you will be responsible for all loss or damage to the Goods, howsoever arising, as from that date.**

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6. WARRANTIES

6.1 **We give no warranties in respect of the Goods. However, should the CPA apply to this Agreement, we give only the following warranties in respect of the Goods –**

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- (a) we have title to the Goods and the unencumbered right to sell the Goods;
- (b) unless otherwise agreed in writing, we will at our sole discretion and at our expense replace or repair any Goods sold by us, on a carry in basis only, within a reasonable time, if you notify us in writing of any defects in respect of the Goods within 6 (six) months from the date of delivery and such Goods are determined by us on a good faith inspection thereof, to be defective in respect of materials and/or workmanship. We will not be liable to compensate you for any damages sustained by you whilst the Goods are being repaired, nor shall we be liable for any other damages, including consequential damages, relating to the replacement or repair of the Goods.
- (c) In addition and concurrent to the warranty given in (b) above, the Goods are supplied with a six month warranty of quality against defects, within the meaning of the CPA.

6.2 Notwithstanding the provisions of clause 6.1 above:

- (a) unless you have specifically informed us of the intended use of the Goods, we do not warrant that the Goods purchased by you will be fit for the purpose for which you intend using the Goods;
- (b) if any defect in the Goods, or the components of the Goods, relates to alterations contrary to the instructions or after leaving our control, we will not be liable for those defects, including in respect of any possible liability in terms of the implied warranty of quality contained in the CPA;
- (c) any warranty provided by us will cease to apply if any material information provided by you, specifically insofar as the intended use of the Goods is concerned, is incomplete or incorrect or if there is any material change in operating conditions or any misuse, abuse or material neglect of the Goods by you.

7. CLAIMS AGAINST THE COMPANY

7.1 Any complaint from you in respect of your order or our supply of Goods shall be given to us in writing within ten (10) calendar days of receipt of goods by you. Should claims not be made within this time frame, invoices shall be deemed to be correct and shall be due for payment within 30 (thirty) days from date of our statement. No claims in respect of such Goods shall be entertained unless the terms of this condition have been complied with.

7.2 **You acknowledge that it is your responsibility to ensure that the Goods delivered / collected are correct as ordered and suitable for their purported and general use. We shall take reasonable care to ensure the correctness and quality of supply, but limit our responsibility to the replacement, repair, credit or return of defective or incorrect supply at our discretion and in terms of any applicable provisions of the CPA.**

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8. DOMICILIUM

8.1 The physical address given by you in your order or in clause A.9 of the Application shall be the address you have chosen where summonses, legal documents and notices can be served on you ("domicilium").

8.2 We may also serve notices, statements and correspondence on you by email and we shall use the email address given in clause A.11 of your Application ("email domicilium").

- 8.3 We choose our domicilium at 11 Portland Road, Mkondeni, Pietermaritzburg, 3201 and our email domicilium at indo@dekadepaints.co.za .
- 8.4 Either of us shall be entitled from time to time to vary our domicilium or email domicilium, which notice shall be given at least 10 (ten) calendar days before the change becomes effective.
- 8.5 Any notice which:
- (a) is posted by prepaid registered post to the other Party's domicilium shall be presumed, unless the contrary is proved by the Party to whom it is addressed, to have been received by that Party on the seventh (7th) calendar day after the date of posting; or
 - (b) is transmitted by email to the other Party's email domicilium shall be deemed to have been received by the Party to whom it is addressed on the date of transmission or, if the transmission is made out of normal business hours, on the first business day following after the date of transmission.

9. **BREACH**

- 9.1 If you fail to pay any amount due to us on due date thereof; or are sequestrated or placed under liquidation or business rescue; or commit any act of insolvency; or enter into any compromise with your creditors; or fail to satisfy any judgment granted against you within seven (7) calendar days after date of judgment; or pass any Goods acquired from us on to any third party for resale without our prior written consent; or change the structure of your ownership; or deviate from your former method of trading, we shall have the right forthwith to:
- (a) cancel this Agreement and claim damages [subject to our compliance with the provisions of the NCA, where this Act is applicable] without notice or demand; and/or
 - (b) repossess our goods; and/or
 - (c) suspend or terminate any further supply of Goods to you; and/or
 - (d) claim from you immediate payment of any monies owing by you under any contract notwithstanding any earlier agreement for credit and whether same is due for payment or not.
- 9.2 If the provisions of the NCA are applicable to this Agreement, we will be required to give 20 business days' notice of default to you if any of the circumstances set out in clause 9.1 are applicable;
- 9.3 **Any overdue amounts outstanding after 60 (sixty) calendar days have elapsed, and without written for different terms pf payment, will bear interest at the maximum rate prescribed under the NCA from time to time (if applicable)(currently 2% per month), alternatively at the maximum interest rate permissible in law, such interest to be calculated daily and capitalized monthly in arrears, from due date to date of final payment;** Initial here
- 9.4 **You shall be liable for all costs incurred by us in the recovery of any monies hereunder including collection charges, tracing agent's fees and attorney and own client costs, whether incurred prior to or during the institution of legal proceedings, or if judgment has been granted, in connection with the satisfaction or enforcement of any such judgment, as well as our reasonable administration charges incurred in attempting to collect the debt prior to handover to our attorney.** Initial here

10. **GENERAL**

- 10.1 This Agreement constitutes the **whole agreement** between the Parties relating to the subject matter thereof and **no amendment, alteration, addition, variation or consensual cancellation** will be of any force or effect unless reduced to writing and signed by us and you.
- 10.2 The Parties agree that **no other terms and conditions**, whether oral or written and whether expressed or implied, apply.
- 10.3 **No oral statements**, recommendations, figures, advices, formulae, specifications, prices quoted, acceptance or representations will be binding on us unless they are in writing and signed on our behalf by our duly authorised representative.
- 10.4 **No waiver, relaxation or indulgence** granted by us to you of the provisions of this Agreement shall be binding on us unless recorded in writing and signed by us.
- 10.5 **We may at any time by means of searches conducted through one or more registered credit bureaus, credit reference agencies and/or financial institutions, perform a credit search on your credit record and may request information from your Auditor and Banker when assessing your application for credit, monitor your credit ratings, payment records, use the information and data so obtained in respect of future credit applications by you, record the existence of your account at any credit bureau, record and transmit details of the conduct of your account, and you hereby acknowledge and agree that any information regarding your creditworthiness defaults in payment and general conduct of your account with us may be disclosed to any registered credit bureau, credit reference agency or financial institution or other companies.** Initial here
- 10.6 Each paragraph and clause in this Agreement is **separate and severable**, the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically, and if any paragraph or clause is found to be defective or unenforceable or unlawful for any reason, the remaining paragraphs or clauses, as the case maybe, will nevertheless be and continue to be of full force and effect.
- 10.7 The Parties consent to the **jurisdiction** of the Magistrates' Court notwithstanding the fact that such action or proceedings may be beyond the jurisdiction of such Court and this clause will be regarded as constituting the necessary written consent granting jurisdiction to the Magistrate's Court in terms of Section 45 of the Magistrates' Court Act 1944, as amended. Notwithstanding the foregoing, we shall be entitled, but not obliged, to bring any action or proceeding in any other Court.

11. CHANGE IN FORM OR OWNERSHIP OF THE CUSTOMER'S BUSINESS

11.1 If at any time there is any change in the form of your legal entity or ownership of your business, or, should you be a company or close corporation, any change in shareholding or change of members' interests, without our prior approval, then:

- (a) this Agreement shall automatically terminate and you shall be required to sign a new Application;
- (b) all amounts then owing by you, whether due or not, will immediately be deemed to be due and payable by you to us; and
- (c) we shall be entitled to exercise the rights accorded to us in terms of clause 9.1 above.

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11.2 You indemnify us against any loss or damage, which may result from such change or any failure on your part to notify us of such change.

12. CESSION

12.1 You shall not be entitled to cede or assign your rights and/or obligations in terms hereof to any third party unless we consent thereto in writing.

12.2 If we transfer your account to a third party, we will notify you in writing.

13. APPLICATION OF THE NCA

13.1 **Should the NCA apply to this Agreement, its application is limited in various respects. Your attention is drawn to the following general rights contained in the NCA for your protection which are briefly summarised as follows: -**

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- (a) you have a right to apply for credit, however we have a right to refuse to enter into this credit agreement on reasonable commercial grounds consistent with our customary risk management and underwriting practices;
- (b) you have a right to be given reasons if credit is refused or if a lower credit limit is offered than what was applied for;
- (c) you have a right to receive any documentation free of charge and in the official language that you read or understand to the extent that is reasonable, bearing in mind usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by us;
- (d) you have a right to information in plain and understandable language and the right to receive documents in the prescribed manner as indicated in paragraph A.12 of the Application;
- (e) you must record all details properly and failure to do so will not prejudice our right to recover any amount under this Agreement;
- (f) you may contact the credit bureaus/credit reference agencies and have your credit record disclosed to you and, should this information be incorrect, you may contact the credit bureaus/credit reference agencies to challenge your record and/or correct it.

13.2 The foregoing is not an exhaustive summary of your rights and shall not be construed as depriving you of any other additional rights in terms of the NCA, which may not lawfully be excluded.

14. APPLICATION OF THE CPA

14.1 **Should the CPA be applicable to this Agreement, nothing in this Agreement is intended to or must be understood to unlawfully restrict, limit or avoid your rights or our obligations under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in this Agreement, you shall have no rights in respect of quality of service, safe & good quality goods or implied warranty of quality beyond those explicitly stated in the aforementioned sections.**

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14.2 A transaction (as defined in the CPA) between us and you may or may not fall under the provisions of the CPA depending upon whether certain values applicable to you ("Threshold Values") are below a certain value at the time the transaction is entered into.

14.3 The Threshold Values are your asset value or annual turnover (or such other measurement as may be dictated by the CPA as amended from time to time), and the value against which they are measured is as determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time.

14.4 Our duties under a particular order may vary depending upon whether the transaction in question is subject to the CPA, and we will act upon the information you give to us in this regard. Consequently:

- (a) you warrant that any statement made to us in respect of your Threshold Values is accurate (see paragraphs A.15 and A.16 of the Application).
- (b) If you claim that all the Threshold Values are below the relevant value, or otherwise that the CPA applies to the transaction in question, we may at our instance require you to provide us with financial statements as proof thereof.
- (c) If you misstate the Threshold Values in such a way that we consider for a period that the transaction is subject to the CPA when it is not, all provisions of this Agreement that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and you shall be liable for any damage we sustain resulting from such misstatement.

14.5 This Agreement contains terms and conditions which appear in similar text style to this clause and which:

- (a) may limit our risk or liability or a third party; and/or
- (b) may create risk or liability for you; and/or
- (c) may compel you to indemnify us or a third party; and/or
- (d) serves as an acknowledgement, by you, of a fact.

14.6 Your attention is drawn to these terms and conditions because they are important and should be carefully noted.

Signed by the Customer, or by its duly authorised agent or representative, who hereby warrants his/her authority to sign on behalf of the Customer. (Please ensure that a company resolution is attached)

I/we, for and behalf of _____ (registered name of business), being duly authorised hereto, hereby confirm as follows: -

- i) I/We have received a copy of this Application;
- ii) That I/we have read the terms and conditions of the Application;
- iii) All the information given in this Application form is true and correct;
- iv) I/we appreciate and accept the risk and obligations in terms of this account and I/We am/are able to meet all of my/our credit obligations as and when they fall due.
- v) That the terms and conditions of the said account have been explained to me in an official language, of my choice, being _____
- vi) I / We understand and accept the terms and conditions of the said account.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

WITNESSES:-

- 1. _____
Signature _____
- 2. _____
Print Name and Designation _____
Identity Number _____

WITNESSES:-

- 1. _____
Signature _____
- 2. _____
Print Name and Designation _____
Identity Number _____

Please affix company stamp in the box below



APPLICATION APPROVED BY THE COMPANY:

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

WITNESSES:-

- 1. _____
Signature/s _____
- 2. _____
Print Name/s and Designation/s _____
Identity Number/s _____

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DEED OF SURETYSHIP

1. I/We, the undersigned,

FULL NAMES:
IDENTITY NO.:
PHYSICAL ADDRESS:
EMAIL ADDRESS:

FULL NAMES:
IDENTITY NO.:
PHYSICAL ADDRESS:
EMAIL ADDRESS:

FULL NAMES:
IDENTITY NO.:
PHYSICAL ADDRESS:
EMAIL ADDRESS:

do hereby bind myself / ourselves to

NATAL ASSOCIATED CHEMICALS (PTY) LIMITED t/a DEKADE PAINTS.

and its successors and assigns (hereinafter collectively and individually referred to as "the Company") as surety for and co-principal debtor *in solidum* with

REGISTERED NAME OF CUSTOMER'S BUSINESS:-

and its successors and assigns (hereinafter collectively and individually referred to as "the Customer") for the due and punctual fulfilment and performance by the Customer of all its obligations to the Company howsoever arising and the due payment of all amounts, which may at any time, now or in the future, be or become owing by the Customer to the Company, or acquired by the Company by Cession or otherwise.

- 2. All judgments against the Customer flowing from or relating to the indebtedness and all acknowledgements of indebtedness and admissions by the Customer in respect thereof shall be binding on me/us.
- 3. In giving this Suretyship, I / we do hereby voluntarily waive, renounce and abandon the benefits of excussion ("*beneficium ordinis seu excussionis*"), which means that I/we are no longer entitled to claim that the Company first exhausts its remedies against the Customer before proceeding against me/us in terms of this suretyship. I/we also renounce the benefit of division ("*beneficium divisionis*"), which means that I/we are no longer entitled to claim that my/our obligation be divided proportionately between me/us, any co-sureties and the Customer . I/we fully understand the full meaning and effect of the aforementioned.
- 4. In the event of -
 - 4.1 any liquidation, business rescue or sequestration of the Customer or any other surety for the Customer ; or
 - 4.2 any composition or compromise by the Customer or any such other surety, whether in terms of the company law or insolvency law or under common law,I/We bind myself/ ourselves not to file any claim against the Customer or other surety until the Company's claims against the Customer have been paid in full.
- 5. Notwithstanding any part payment by me or us or on our behalf, I/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 Customer or against any other surety for the Customer in respect thereof unless and until the indebtedness of the Customer to the Company shall have been discharged in full.
- 6. For the purpose of any action against me/us hereunder, for provisional sentence or otherwise, a certificate by a director of the Company as to the amount owing by the Customer and to the effect that the due date for payment of such amount has arrived shall be *prima facie* proof of the facts therein stated until the contrary shall have been proved.

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7. I/We choose *domicilium citandi et executandi* [physical address] for all purposes hereunder at the above address set out against my / our name in paragraph 1 above, and all notices required to be given to me /us in terms hereof shall be considered duly given to me if posted to the said address, or emailed to my/our abovementioned email address, as the case may be.
8. I/We hereby consent to the jurisdiction of the magistrate's court having jurisdiction in terms of sections 28 and 45 of the Magistrates' Court Act 32 of 1944, as amended, in respect of any action or application arising out of or in connection with our obligations under this suretyship notwithstanding that the amount in issue may exceed the jurisdiction of such court. Notwithstanding the foregoing, the Company shall be entitled to bring proceedings in any other court where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's court.
9. I/We acknowledge that all amounts due and payable by the Customer to the Company shall be recoverable from and paid by me/us notwithstanding that the Customer may have any claim or counter-claim of whatsoever nature and howsoever arising against the Company.
10. The Company shall be entitled, without in any way affecting its rights against me/us or diminishing or otherwise affecting my/our obligations to the Company hereunder, to do any act or omit to do any act, whether pursuant to the provisions of any contract concluded with the Customer or otherwise, as the Company in its sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the Company may have acted negligently (whether grossly or otherwise) or in a manner calculated to cause, or in fact causing prejudice to me /us and, in particular, but without limiting the generality of the foregoing, the Company shall be entitled to -
 - 10.1 release securities and other sureties; and
 - 10.2 give time to or compound or make any other arrangements with the Customer or other parties aforesaid; and
 - 10.3 allow or grant to the Customer or any other surety any latitude or indulgence, without reference to or approval by me/us.
11. I/We shall not be entitled to withdraw or cancel this suretyship unless and until all indebtedness, commitments and obligations (including contingent obligations) of the Customer to the Company in terms of the agreement shall have been fully discharged or extinguished.
12. No consensual cancellation, variation or modification of the terms of this deed of suretyship shall be binding on the Company unless reduced to writing and signed by or on behalf of the Company and me/us.
13. I/We shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Company in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own client and collection commission irrespective whether any action has been instituted against me/us or not.
14. If this suretyship is not signed by any one of the persons whose names appear as sureties or is held to be or becomes not binding in whole or in part is not enforceable against any one or more of us, it shall remain binding upon the other of us without reduction of our liability.
15. Every provision of this deed of suretyship shall be severable and divisible and separately enforceable as such. Should any provision hereof be found to be unenforceable at law it shall not invalidate any of the remaining provisions hereof.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____
Surety Signature

2. _____
Print Name and Identity Number

By my/our signature hereto, I/we confirm as follows: -

- i) That I/we have read the terms and conditions of this Deed of Suretyship; and**
- ii) That I/we understand and accept the terms and conditions of this Deed of Suretyship; and**
- iii) I/we appreciate and accept the risk and obligations, which may at any time, now or in the future, be or become owing to the creditor.**

Surety Signature

Print Name and Identity Number

Surety Signature

Print Name and Identity Number