



Customer Application and Standard Terms and Conditions  
(Incorporating a limitation of liability, indemnity and assumption of risk; suretyship  
and cession of book debt)

Name of Sales Person	
Date	

# STANDARD TERMS AND CONDITIONS

Name of Business	(the Customer)
Registration Number	

## 1. Definitions

- 1.1 **Company** means Evowood (Pty) Ltd, Registration Number 2015/140691/07, its successors in title and / or associate entities;
- 1.2 **Customer** means the buyer of Goods from the Company or, as the case may be, the prospective Customer applying for credit from the Company in anticipation of becoming a buyer of Goods;
- 1.3 **Goods** means the goods which are the subject of a sale by the Company to the Customer;
- 1.4 **Parties** means the Company and Customer.

## 2. Application of Terms and Conditions

- 2.1 All Goods purchased by a Customer from the Company shall be subject to this Agreement unless the Customer is a protected consumer as defined in Consumer Protection Act No. 68 of 2008 (**Consumer Protection Act**) (in which latter event, any of the terms and conditions contained herein which conflict with the said Consumer Protection Act will not apply).
- 2.2 Each provision contained herein is deemed to be incorporated in any transaction or supply of any Goods.
- 2.3 These terms and conditions replace all previous terms of sale, and apply, despite anything to the contrary set out in the invoices, delivery notes and other Company stationery or as may be imposed by the Customer.
- 2.4 Any conflicting provisions contained in any of the documentation or correspondence of the Customer shall be null and void unless such special terms have been expressly reduced to writing and a non-electronic, hard copy written version must be signed by means of hand written signatures by or on behalf of the Parties on paper.

## 3. Ordering Procedure

- 3.1 The Customer may place an order in respect of Goods orally or in writing, which order must be accepted by a duly authorized person acting on behalf of the Company in writing.
- 3.2 The Company may accept the Customer's order in whole or in part.
- 3.3 Upon acceptance by the Company of an order, orders may be cancelled or amended within 7 calendar days of acceptance of the order by the Company. Any cancellation or amendment after the 7 day calendar period will attract a 10% penalty which will be levied on the total value of the order excluding VAT.
- 3.4 Deferral of any order to subsequent month(s), will be construed as a cancellation of the order and subject to a 10% penalty which shall be levied on the total value of the order excluding VAT.
- 3.5 The Customer shall accept up to a 10% (ten percent) variance in any order placed with the Company.
- 3.6 The Customer must provide the Company with all the information relating to any order. Failure to provide any material information within seven days of a written request from the Company is a material breach and entitles the Company to cancel the order.

## 4. Forecasting

- 4.1 Where the Company supplies Goods to the Customer on an on-going basis and with the object of meeting the Customer's requirements for such Goods, the Company shall be entitled to rely on the forecasts and/or sales history supplied to it by the Customer to facilitate the Company's production planning. Accordingly, the Customer accepts that it shall be obliged to purchase from the Company all Goods already manufactured and/or purchased and/or ordered for the Customer, notwithstanding that orders have not been placed with the Company.

## 5. Prices

- 5.1 The price of any Goods sold by the Company will be the price (**ruling price**) stated in the current price list of the Company applicable on the date appearing on the Company's invoice, which is the date of despatch of the Goods. The ruling price from time to time is available from the Company. If there is any change in the ruling price between the date of order and the date of delivery note, the Company will notify the Customer.
- 5.2 Subject to clause 5.1 the Company may issue further specifications and revise price lists, including increasing of prices on reasonable notice to the Customer.

- 5.3 The Customer is responsible for and undertakes to pay to the Company at the same time it is obliged to pay any sum in respect of Goods supplied, any tax payable thereon in terms of the Value Added Tax Act 1991 or any replacement Act.
- 5.4 Without limiting the generality of any other conditions, the Company may at its discretion invoice the Customer in respect of all delivered portions of any order at such intervals as may be appropriate or convenient.
- 5.5 Prices are not subject to discounts unless agreed in writing by an authorised representative of the Company.
- 5.6 Quotes given are estimates only and are only valid for the period set out in that quote. The actual price payable for the Goods is always the price set out in clause 5.1.
- 5.7 Any typographical, clerical or other error or omission in any quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 6. **Delivery**

- 6.1 Unless otherwise stipulated, the Customer shall take delivery of Goods at the premises of the Company.
- 6.2 The last delivery date communicated by the Company to the Customer shall be the date upon which goods are to be collected from the company's premises.
- 6.3 The actual cost of the delivery where delivery of the Goods is affected by the Company to the Customer at any place other than the premises of the Company shall be borne by the Customer with such costs to be paid by the Customer to the Company on demand and the Company reserves the right to charge the Customer with any other costs relating to the delivery of the Goods to the Customer, including insurance premiums.
- 6.4 The Company may effect delivery of any Goods in instalments and the Customer is obliged to accept delivery in instalments.
- 6.5 The delivery note of the Company signed by the Customer or any agent or any employee or any purchaser of the Customer or any person purporting to act as an agent or an employee of the Customer at the place of delivery shall for all purposes be deemed to be accurate in all respects and binding on the Customer.
- 6.6 No modifications, cancellations or suspensions of delivery date will be allowed. The company reserves the right to deliver at the customers cost.
- 6.7 Notwithstanding anything to the contrary herein contained, the Company shall have the right to suspend delivery at any time if in its sole discretion it considers that:
  - (1) The amount owing by the Customer, whether due at that date or in the future is outstanding and / or has reached the limit to which it is prepared to allow the Customer credit;
  - (2) It comes to the attention of the Company that the financial position of the Customer has deteriorated;
  - (3) The Company no longer considers the Customer creditworthy;
  - (4) The Customer does not acknowledge that any contract is upon the terms set forth in these conditions.
- 6.8 The Company will make reasonable efforts to deliver Goods and render services within the time stated in the order but will not be liable for any cost, expense, loss or damage arising out of any failure to deliver at the agreed or within a reasonable time due to any cause beyond its reasonable control.
- 6.9 In the event of late deliveries for any other reason, the Company will not liable for any resultant cost, expense, loss or damage, consequential or otherwise and the Customer may only cancel the order if the Company has been grossly negligent or if the Consumer Protection Act allows for such cancellation.
- 6.10 The Customer is entitled to and is afforded a reasonable opportunity to inspect the Goods when they arrive at the delivery point contemplated in clause 6.1. If the Customer is not satisfied that the Goods are the type, quality or quantity reasonably expected or do not reasonably conform to the specifications of the order, the Customer must reject the delivery in writing, by endorsing the delivery note to that effect. If the Customer does not reject delivery in writing, the Goods are deemed to be delivered in terms of clause 6.1. In addition, incomplete, short or damaged deliveries must be reported to the Company, in writing, within seven days from the date of delivery. The Company reserves the right not to accept the rejection if the circumstances do not justify it.
- 6.11 Where delivery is effected by the Company's transport or by the Company's transport contractor, the transporter shall be deemed to act as the Customer's agent:
  - (1) all risk in and to the Goods passes to the Customer once the Goods are loaded for delivery to the Customer;
  - (2) delivery costs are for the Customer's account;
  - (3) the Customer is responsible for unloading and must unload the Goods within four hours of the delivery vehicle arriving at the delivery point;

- (4) the Company may charge the Customer any additional demurrage charges or any other costs whatsoever, which may be incurred by the Company as a result of delayed or protracted unloading of the goods by or on behalf of the Customer;
- 6.12 Where the Goods are collected by the Customer or delivered by a carrier (regardless of the means of transport) appointed by or on behalf of the Customer:
- (1) the carrier is an agent of the Customer and not the Company;
- (2) all delivery costs are for the account of the Customer; and
- 6.13 all risk in and to the Goods passes to the Customer on the Goods being made available for collection by the Customer or the carrier appointed by or on its behalf at the agreed collection point or the Company's premises.
- 6.14 The Company's delivery note signed or countersigned by any representative of the Customer, unless rejected by the Customer as contemplated in this clause is for all purposes deemed to be *prima facie* proof of a complete delivery in good condition and in compliance with the order.
- 6.15 No modifications, cancellations or suspensions of collection date will be allowed subsequent to the month in which the order was to be collected. Any collections in the subsequent month(s) will attract a 10% penalty which shall be levied on the total value of the order excluding VAT.
- 6.16 Any goods not collected within 7 calendar days of the delivery date (refer to clause 6.2) shall attract a daily storage fee calculated based on the tonnage per pallet.

## 7. Packaging

- 7.1 The Company shall be entitled to charge for packaging, boxing and/or crating and where appropriate such packaging boxing and/or crating will be invoiced at the time of dispatch.
- 7.2 Packaging which must be returned to the Company will be indicated as such, will be invoiced at the time of dispatch and the cost of the returnable packaging will only be credited to the Customer if the returnable packaging is returned to the Company within seven calendar days from the date of dispatch of the Goods to the Customer.

## 8. Goods Delivered but not yet paid for

- 8.1 The Customer shall, immediately on delivery of the Goods for which payment in full to the Company remains outstanding:
- (1) notify any landlord of the premises in which the Goods are stored that ownership of the Goods remains with the Company;
- (2) store the Goods in a separate or marked off area so that they are easily identifiable;
- (3) take out and maintain adequate insurance over the Goods;
- (4) take whatever steps are necessary to ensure that no lien or hypothec is exercised over such Goods by any other person whatsoever and that the Goods remain unencumbered.
- 8.2 If the Goods are sold by the Customer, the purchase price paid for the Goods must be paid into a separate account and designated for the payment to the Company.

## 9. Payment

- 9.1 Payment of the purchase price shall be made, within 30 days from date of statement, unless agreed to the contrary in writing and signed by the company, free of exchange in South African currency in cash into the bank account of the Company, or such other place as the Company may from time to time nominate.
- 9.2 Where applicable the Company shall not be obliged to commence or complete manufacture unless the deposit requested has been paid and the Company reserves the right to request an advance payment prior to delivery of the Goods.
- 9.3 The Customer shall not be entitled to set-off any amounts which may be owing to the Customer by the Company for any reason whatsoever.
- 9.4 If the Customer fails to pay any amount owing to the Company on the due date, the Company shall be entitled to suspend delivery of any order or part thereof.
- 9.5 The Company reserves the right to unilaterally rescind the Customer's credit facilities to the Customer and to request that the Customer pay in advance of delivery or provide adequate security for payment of the purchase price.
- 9.6 Unless the National Credit Act No 34 of 2005 (**National Credit Act**) is applicable, an amount not paid on due date shall, at the discretion of the Company, shall bear interest from the due date until it is paid in full at the rate of 2 percentage points above the prime interest rate as publicly quoted by the South African Reserve Bank from time to time, calculated per annum and compounded monthly in arrears.

- 9.7 A certificate issued and signed by any manager or director of the Company, whose authority need not be approved, as to any amount, including interest, due and/or owing by the Customer in terms of or arising out of this agreement shall be *prima facie* proof of all matters stated therein for all purposes, including obtaining any judgement, including summary judgement, against the Customer by the Company.
10. **Ownership**  
Ownership of all Goods delivered will not pass from the Company to the Customer until such time as the purchase price has been paid in full.
11. **No Warranties**
- 11.1 The Company gives only those warranties required by the Consumer Protection Act (if the Act is applicable) and no other warranties.
- 11.2 The Customer must satisfy itself as to the fitness of the Goods. Should the Customer request the Company to prove the performance levels of the Goods, the Company will be entitled to levy a reasonable charge for this.
- 11.3 Should the Customer require the Company to provide it with Goods that meet specific criteria or to fulfil specific purpose this must be specifically communicated to the Company in writing.
12. **Obligations of the Customer in the on-sale of Goods**
- 12.1 The Customer agrees to comply with all laws (national, provincial and local), by-laws, regulations, licenses, permits and any other requirements of any relevant authority applicable to the sale of the Goods supplied by the Company to it.
- 12.2 Without limiting clause 12.1 the Customer agrees to comply with all of its obligations under the Consumer Protection Act, including but not limited to ensuring that:
- (1) all of its staff understand and comply with their obligations;
  - (2) it has a returns policy that is compliant with the Consumer Protection Act and it adheres to that policy;
  - (3) any advice or warning given in respect of the Goods supplied to it by the Company is accurate, not misleading and in line with the obligations of the Consumer Protection Act, including that adequate warnings of the possible safety and hazards associated with the Goods are clearly communicated to the consumers;
  - (4) all trade descriptions, marketing and advertising in relation to the Goods is not misleading, fraudulent or deceptive and otherwise complies with the Consumer Protection Act; and
  - (5) no labels or trade descriptions placed on the Goods or provided by the Company are altered or defected in any manner.
13. **Breach**
- 13.1 The Customer is in default if it breaches any clause of this Agreement and fails to remedy that breach within 5 (five) days of written notice calling it to do so and/or if:
- (1) the Customer fails to pay any amount due to the Company on due date; or
  - (2) any cheque, promissory note or other bill of exchange to the Company in respect of any indebtedness of the Customer under any contract or order is dishonoured by non-payment; or
  - (3) the Customer's estate is provisionally or finally sequestrated or it is placed in provincial or final liquidation or is under business rescue proceedings; or
  - (4) the Customer commits an act of insolvency contemplated in terms of Section 8 of the Insolvency Act; or
  - (5) the Customer enters into any compromise with its creditors; or
  - (6) the Customer fails to satisfy any default judgment granted against it within seven days after date of judgment.
- 13.2 If the Customer is in default in terms of clause 13.1 above, the Company is entitled, without prior notice to the Customer and without prejudice to any rights which it may have as a result of such default, to:
- (1) cancel this Agreement or any order or other contract with the Customer (or any part thereof);
  - (2) claim specific performance of the Customer's obligations;
  - (3) claim payment of any amount owing by the Customer to the Company whether or not due and payable; and / or
  - (4) request the Customer to allow the Company to retake possession of the Goods sold and delivered to the Customer in respect of which ownership has not passed, including worked materials.

13.3 Despite the acceptance by the Company of the cancellation of a contract or order by the Customer, the Company is entitled to recover all damages incurred by it arising out of or in connection with such cancellation, including but not limited to all costs, expenses and loss of profit arising out of or in connection with such cancellation provided that should the Consumer Protection Act apply, the amount recovered shall be limited to a reasonable charge as contemplated in that Act.

#### 14. **Limitation of Liability and Indemnity**

14.1 Except for any harm (as defined in the Consumer Protection Act) that the Company is liable for in terms of section 61 of the Consumer Protection Act and subject to any exceptions set out in that section or where the Company has been grossly negligent, the Company will not be liable for any cost, expense, loss, damage whether direct or indirect (including consequential loss or damage) or claim arising out of this Agreement whether suffered/incurred by the Customer, the Company of a third party, including without limitation arising out of or in connection with the Goods supplied to the Customer, or any act, omission or negligence (other than gross negligence) of the Company, its employees or agents.

14.2 The Customer indemnifies and holds the Company harmless against any cost, expense, loss, damage, liability or claim contemplated in clause 14.1.

14.3 Any technical advice or assistance rendered to the Customer by the Company before or after delivery of the Goods, which advice is in connection with the use or processing of such Goods, will be without charge and is provided on the basis that it represents the Company's best judgement under the circumstances but that such advice is nevertheless used at the Customer's own risk and the Company will not be liable for any cost, expense, loss, liability or claim arising out of or in connection with information given, unless the Company was grossly negligent or dishonest.

#### 15. **Exclusions**

15.1 If manufacturing tolerances, materials or type of finish are not clearly stipulated and defined in any specification or drawings supplied by the Customer to the Company, then the Company shall accept no liability whatsoever, howsoever caused, including an allegation that the specification is commercially accepted as a minimum requirement for the Goods concerned.

15.2 Where drawings and/or specifications are supplied by the Customer to the Company the Customer indemnifies the Company and agrees to hold it harmless against all claims, arising out of or in connection with the manufacture of Goods by the Company to such drawings and/or specification, based on the allegation that the Company has infringed or is involved in an infringement, or is about to infringe or be involved in an infringement, of a patent, registered design, trademark, copyright or other exclusive right.

15.3 The Company shall not be liable to the Customer, and accepts no responsibility, for the accuracy of the information specifications or drawings supplied or approved by the Customer or any design reflected therein and the Customer indemnifies the Company and agrees to hold it harmless against all claims arising out of or in connection with any inaccuracy or defective design in such information, specifications or drawings.

15.4 Unless otherwise agreed in writing, all patterns, drawing, tools, moulds and the like produced or supplied by the Company, and all intellectual property rights therein, shall remain the property of the Company and the Customer may not reproduce or communicate the knowledge of such items to any third party without the express written consent of the Company and the Customer shall return same to the Company at any time at the request of the Company.

15.5 If any performance by the Company is prevented by any act of God, strikes, lockouts, shortened working hours, shortage of labour or materials, any default or delay in any sub contractor or suppliers of the Company, war, political or civil disturbances, or any other cause whatsoever beyond the control of the Company then the Company shall have the election either to cancel the order in question; or to extend the time for performance until the cause preventing or delaying performance ceases to apply.

15.6 If any Goods are latently, patently, or otherwise defective but were not sold as sub-standard the Company may in its sole discretion compensate the Customer in respect of such Goods, in which event the Company shall notify the Customer in writing of its election to replace the defective Goods, or credit the Customer in respect of the purchase price of the Goods, or request that the Customer accept the Goods at a reduced purchase price to be agreed, provided that if the Parties are unable to agree on the amount of the reduction that question shall be submitted to be resolved by an independent person agreed upon between the Parties and failing such agreement, appointed by the President for the time being of the KwaZulu-Natal Law Society, and that person's decision shall be final and binding upon the Parties.

15.7 If the defective Goods supplied by the Company were not manufactured by the Company, the Customers claim against the Company shall under no circumstances exceed the claims which the Company is entitled to make against the manufacturer in respect of such defective Goods.

15.8 If a Customer sells, leases or disposes of any Goods supplied to it by the Company or in respect of which the Company has undertaken any business, to a third party or otherwise permit a third party to use such Goods, the Customer shall include in the Customer's agreement with the third party a provision in terms of which the Company is afforded similar limitation of a liability to that contemplated in this clause.

**16. Return of Goods**

16.1 The Customer shall not be entitled to return the Goods without the prior written approval of the Company, which approval shall not be withheld if the Customer can prove that the damage or defect in respect of the Goods which is the basis for the proposed return of the Goods was in existence or had occurred prior to the delivery of the Goods. If Goods are returned contrary to what is provided for herein, the Company shall be entitled to store the Goods at the Customer's sole risk and expense, with the Company being entitled to charge a reasonable amount for such storage and handling.

16.2 Goods may not be returned by the Customer if they have been partially or entirely disassembled, physically altered, or mixed with any other goods.

16.3 Agreed returns must be delivered back to the Company within 30 days of the Company's approval whereafter no returns will be accepted.

16.4 The Company shall in its sole discretion be entitled to charge a handling fee of 10% (ten percent) on the invoiced price of the goods returned.

16.5 The Company may, at its discretion, replace any defective Goods or reimburse the Customer after receipt of the defective Goods from the Customer. The decision will be communicated to the Customer in writing and on acceptance will be binding on the Customer.

16.6 Any Goods returned to the Company by the Customer as "*defective*" that are in fact not defective, may be returned by the Company to the Customer at the Customer's risk and cost.

**17. Errors and Omissions**

17.1 The Company shall not be liable to the Customer for any errors and/or omissions contained in any documentation.

17.2 All price lists, acknowledgements and invoices are subject to correction by the Company for any errors or omissions. In particular, the Company may correct typing and clerical errors in respect of the Company documentation.

**18. Interpretation and Jurisdiction**

18.1 This Agreement must be interpreted according to the laws of the Republic of South Africa.

18.2 At the option of the Company any claim against the Customer may be brought in any Magistrate's Court having jurisdiction notwithstanding that the amount of that claim may otherwise exceed the jurisdiction of the Magistrate's Court.

**19. Legal Charges**

In the event of the Company having to institute legal proceedings of whatsoever nature against the Customer, the Customer will be liable for the Company's legal costs on an attorney and own client scale.

**20. Domicilium**

20.1 The Parties hereby choose for the purposes of this Agreement their *domicilia citandi et executandi* at the following addresses:

(1) The Company: 5 Ennisdale Drive, Durban North, 4051.

(2) The Customer: the addresses and e-mail address set out in the Customer Application Form, alternatively, if such form is not completed the address set out in any order.

20.2 Any notice or communication given or permissible in terms of this Agreement shall only be valid and effective if given in writing.

20.3 Either party may amend its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, provided that such amendment shall only be effective on the seventh day after receipt of notice to such effect.

20.4 Any notice to a party which:

(1) is contained in a correctly addressed envelope and has been dispatched to such party's *domicilium citandi et executandi* per prepaid registered post; or

(2) is delivered during normal business hours by hand at a party's *domicilium citandi et executandi* to a responsible person; or (3) is dispatched per e-mail address to the abovementioned e-mail address; shall be deemed to have been received by such party, in the case of clause (1) on the seventh day

of business after it has been posted (unless the contrary is proved) and in the case of clause (2) on the date of delivery, and in the case of (3), on the date of dispatch, provided that such day is a business day, failing which on the following business day.

20.5 Notwithstanding anything to the contrary herein contained, a written notice or communication which has been actually received by a party will be regarded as sufficient notice, irrespective of the fact that it has not been dispatched to the appointed domicilium or delivered to such domicilium.

**21. Warranty by Customer and Signatory Regarding Information and Authority to Sign**

21.1 The Customer and/or the signatory warrant that:

- (1) all information provided is true, accurate and complete and that the Company will be immediately notified of any changes in writing;
- (2) that he/she has read and understood all the terms of this Agreement and agrees to bind the Company to them;
- (3) the signatory has the authority to bind the Customer to all of the terms and conditions of this Agreement.

**22. General**

22.1 This Agreement constitutes the whole agreement between the Parties and no agreements, recommendations, figures, advices, formulae, specifications, prices quoted or acceptances, other than those set out herein or reduced to writing and signed on behalf of the Company by its duly authorised representative, are binding on the Parties.

22.2 No party may cede any of its rights or delegate or assign any of its obligations without the prior written consent of the other party.

22.3 In terms of the Protection of Personal Information Act 4 of 2013, The Company will take all reasonable steps to regulate the processing of personal information provided by the Customer and undertakes to only maintain Customer records for as long as reasonably necessary.

22.4 In terms of the National Credit Act, the Customer hereby consents to the Company receiving, sharing, transmitting and storing credit information concerning the Customer with other credit granters and credit bureaux for the purpose of credit granting decisions and to manage credit risk.

22.5 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation.

22.6 No addition to or variation or consensual cancellation of this Agreement, including this clause, has effect unless reduced to writing and a non-electronic, hard copy written version must be signed by means of handwritten signatures by or on behalf of the Parties on paper.

22.7 No indulgence by a Party to another Party, or failure strictly to enforce the terms of this Agreement, is to be construed as a waiver or be capable of founding an estoppel.

22.8 The Parties undertake to do everything reasonable in their power necessary for or incidental to the effectiveness and performance of this Agreement.

22.9 Any illegal or unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement continue in force.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that he is duly authorised hereto	

# DEED OF SURETYSHIP

Name:	<b>(the Surety)</b>		
Address:	Identity / Registration Number		
Contact Number:	Electronic Mail Address:		

1. The Surety hereby binds itself as surety and co-principal debtor, jointly and severally with the Customer meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) unto and in favour of the Company, for the due fulfilment by the Customer of all its obligations to the Company of whatsoever nature and howsoever arising, whether already incurred or which may from time to time hereafter be incurred, as a continuing suretyship, despite any change in or temporary extinction of such obligations.
2. The Surety renounces the benefit of being able to demand that the Company first proceed against the Customer (exclusion), the benefit of being able to insist that the Surety is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that he be ceded the other sureties' debts should the Surety make payment of the full debt (cession of action). (The effect of this clause being that the Surety may no longer require the above to occur before paying the debt owing to the Company.)
3. Without limiting the foregoing, the Surety agrees:
  - 3.1 That all admissions and acknowledgements of liability by the Customer shall be binding on the Surety.
  - 3.2 That in the event of the Customer being liquidated or is subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Company shall prejudice the Company's rights to recover from the Surety the full amount owing by the Customer at the date of liquidation of the Customer.
  - 3.3 That this Deed of Suretyship shall be in addition and without prejudice to any securities held now or hereafter by the Company, and that this Deed of Suretyship shall remain in full force and effect as a covering Deed of Suretyship for as long as any amounts whatsoever are owed by the Customer to the Company and despite the fact that for certain periods nothing may be owing by the Customer to the Company.
  - 3.4 That no variation or cancellation of this Deed of Suretyship shall be of any force or effect unless reduced to writing and signed by both the Surety and the Company.
  - 3.5 That any indulgence or extension of time for payment granted by the Company to the Customer shall be without prejudice to any of the rights of the Company hereunder, and that no such indulgence or extension shall in any way affect the Surety's liability hereunder.
  - 3.6 To the jurisdiction of the Magistrate's Court in terms of section 45(1) of the Magistrates' Court Act 32 of 1944, notwithstanding that the amount claimed may exceed the jurisdiction of such Court; despite the foregoing, the Company may, in its discretion, institute proceedings in any division of the High Court of South Africa.
  - 3.7 That the address of the Surety as listed above is chosen as domicilium citandi et executandi for all purposes hereunder. (This being the address that the Surety chooses for services of any notices or documents in terms of this Deed of Suretyship.)
  - 3.8 That in the event that any of the terms of this Deed of Suretyship are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
  - 3.9 To be bound by all the Standard Terms and Conditions as contained in the credit application signed by the Customer.
  - 3.10 That should the Company cede its claim against the Customer to any third party, then this suretyship shall be deemed to have been given by the Surety to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were the Company hereunder.

By his/her signature, the Surety agrees that this Deed of Suretyship is complete in all respects, and that the witnesses are present and the Surety warrants that the Surety is capable of executing this Deed of Suretyship.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that she / he is duly authorised hereto	

## CESSION OF BOOK DEBT

The Customer hereby irrevocably cedes, pledges, assigns and makes over unto and in favour of the Company, all the Customer's rights, title, interest, claim and demand in and to all claims of whatsoever nature and howsoever arising, which the Customer may have at anytime hereafter against all and any persons, companies, organisations and legal personae, without exception, as continuing covering security for the due payment of money which may become owing by the Customer to the Company. The Customer agrees that this Cession is a cession in securitatum debiti (as security) and not an out and out cession (in other words subject to provisions directly or indirectly to the contrary stated or implied in this clause, the Company shall return to the Customer the above-mentioned principal rights, once the obligations of the Customer to the Company under the secured debt have been discharged). Should it transpire that the Customer entered into prior deed/s of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will be subject to this Cession, then this Cession shall operate as a cession of all the Customer's reversionary rights.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that she / he is duly authorised hereto	