

**HEAD OFFICE
JOHANNESBURG**
20 MILKYWAY AVENUE
LINBRO PARK, SANDTON
PO BOX 1082 RIVONIA 2128
TELEPHONE: (011) 201 8927
FACSIMILE: (086) 622 6278

DURBAN
49 ASHFIELD AVENUE
SPRINGFIELD PARK, DURBAN
PO BOX 201577
DURBAN NORTH 4016
TELEPHONE: (031) 579 2994
FACSIMILE: (031) 579 2995

PORT ELIZABETH
21 PICKERING STREET
NEWTON PARK, PORT ELIZABETH
PO BOX 70624, THE BRIDGE
GREEN ACRES 6032
TELEPHONE: (041) 363 4645
FACSIMILE: (041) 363 4662

CAPE TOWN
CNR COMPUTER & OMURAMBA ROAD
MARCONI BEAM
MONTAGUE GARDENS
PO BOX 507, HOWARD PLACE 7450
TELEPHONE: (021) 003 5599
FACSIMILE: (021) 003 5653

REG. NO. 2006/013696/07



**DRIVE CONTROL
CORPORATION (PTY) LTD**

Dear Customer

Please note that due to the increased costs related to credit vetting it has become necessary for DCC to charge an upfront administration fee of R1 140.00 Including VAT when applying for a terms account.

In addition to the payment of R1 140.00 the following documentation is required:

For a cash account we require:

1. A fully completed and signed dealer application (please initial all pages)
2. ID copies of the member(s) / directors(s) who signed the dealer application.
3. A copy of the business registration documents (CK documents or Certificate to commence business & CM29)
4. A copy of the VAT 103 form (notification of registration)
5. Current CIPRO certificate
6. BBBEE certificate
7. Minutes of a meeting authorising the signatory to the DCC Dealer Application to enter into this agreement

For a 30 day account we require:

1. A fully completed and signed dealer application (please initial all pages)
2. A signed suretyship agreement. (initialed on all pages by signatory and witnesses)
3. A copy of the ID's of the member(s) / director(s) who signed the dealer application
4. A copy of the business registration documents (CK documents or Certificate to commence business & CM29)
5. A copy of a cancelled cheque
6. A copy of the VAT 103 form (notification of registration)
7. If anyone else signs the dealer application, other than the director, then we'll also need the following
 - 7.1. A letter of authority from your member / director
 - 7.2. A copy of the ID of the person signing on behalf of the company
 - 7.3. A signed suretyship document
8. Please attach the latest audited financial statements if available
9. Current CIPRO certificate
10. BBBEE certificate
11. A copy of current Financial Statements last supplied to CGIC insurance company
12. Minutes of a meeting authorizing the signatory to the DCC Dealer Application to enter into this agreement

The completed dealer application and supporting documentation should be faxed to the accounts department in your area (fax numbers provided above), in order for processing of the application to commence.

Please note that if we don't receive the original application within 10 days of opening the account, the account will be put on hold until the original dealer application is received by us.

Kind Regards
Accounts Department

Application for Dealership (Including Application for Credit Facilities and Surety)

DRIVE CONTROL CORPORATION (PTY) LTD
REG. NO. 2006/013696/07

(Hereinafter referred to as “the Credit Grantor”)

The Applicant:

Please select your business type by placing an “X” in the appropriate box

| | | | |
|--------------------------|---|--|-----------------------------|
| <input type="checkbox"/> | Private Individual (<i>Sole Proprietor</i>) | <input type="checkbox"/> | Other, please specify _____ |
| <input type="checkbox"/> | Partnership | Please attach a copy of the business registration certificate | |
| <input type="checkbox"/> | Private Company (<i>Pty Ltd</i>) | | |
| <input type="checkbox"/> | Close Corporation (<i>CC</i>) | | |
| <input type="checkbox"/> | Business / Family Trust | | |
| <input type="checkbox"/> | Organisation | | |
| <input type="checkbox"/> | Section 53 Company | | |
| <input type="checkbox"/> | C I P R O | Please attach a copy of the current C I P R O certificate. | |
| <input type="checkbox"/> | R1 140.00 administration fee | Please attach a copy of the company’s cancelled cheque | |

1. The Account shall be operated in the name of:

| | | | |
|--|--|---|--|
| Business Name | | (In the event of a registered business) | |
| First Name(s) | | (In the event of a private person, Sole Proprietor or | |
| Surname | | | |
| Street Address | | | |
| Postal Address | | | |
| Telephone (a) | | Fax Number | |
| Telephone (b) | | Cell Number | |
| E-Mail Address of person responsible for account | | WWW | |

2. If your business is trading under other titles, please state their names, trading addresses and nature of business:

| Trading Name | Address | Nature of Business |
|--------------|---------|--------------------|
| | | |
| | | |
| | | |

3. Registration Number, Trading history and Accounting Officers: (if the applicant is a registered business)

| | | | |
|-------------------------------|--|---------------------------------|--|
| Registration Number | | VAT No. | |
| Date Of Registration | | Attached VAT certificate hereto | |
| Auditors / Accounting Officer | | Contact Person | |
| Address | | Telephone No | |

4. Primary activities of business

| |
|--|
| |
|--|

5. If deliveries are to be made to a different address than in 1 above, please indicate delivery address.

| |
|--|
| |
|--|

6. If statements/invoices or any other form of communication is to be posted to an address other than 1 above, please indicate the postal address where these form(s) can be posted to.

| | | | | |
|--|------------------|--|---------|--|
| Are the premises stated in 1 above; <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Rented <input type="checkbox"/> Owned by a Business/Family Trust | | | | |
| If Leased/Rented please supply the following information; | Landlord Name | | | |
| | Business Name | | | |
| | Telephone Number | | Fax No. | |

7. Directors, Members, Partners or Proprietors information;

| | | | | | |
|---|-----------------------|-----|--|---------------|--|
| 1 | Full Name(s) | | | | |
| | Surname | | | | |
| | SA Identification | YES | | NO | |
| | Residential Address | | | | |
| | Postal Address | | | | |
| | Designation | | | | |
| | Telephone Number | | | Cell Phone | |
| | IT Experience (years) | | | Qualification | |

(Please attach a copy of Identification document)

| | | | | | | |
|---|-----------------------|-----|--|----|---------------|--------|
| 2 | Full Name(s) | | | | | |
| | Surname | | | | | |
| | SA Identification | YES | | NO | | Number |
| | Residential Address | | | | | |
| | Postal Address | | | | | |
| | Designation | | | | | |
| | Telephone Number | | | | Cell Phone | |
| | IT Experience (years) | | | | Qualification | |

(Please attach a copy of Identification document)

| | | | | | | |
|---|-----------------------|-----|--|----|---------------|--------|
| 3 | Full Name(s) | | | | | |
| | Surname | | | | | |
| | SA Identification | YES | | NO | | Number |
| | Residential Address | | | | | |
| | Postal Address | | | | | |
| | Designation | | | | | |
| | Telephone Number | | | | Cell Phone | |
| | IT Experience (years) | | | | Qualification | |

(Please attach a copy of Identification document)

| | | | | | | |
|---|-----------------------|-----|--|----|---------------|--------|
| 4 | Full Name(s) | | | | | |
| | Surname | | | | | |
| | SA Identification | YES | | NO | | Number |
| | Residential Address | | | | | |
| | Postal Address | | | | | |
| | Designation | | | | | |
| | Telephone Number | | | | Cell Phone | |
| | IT Experience (years) | | | | Qualification | |

(Please attach a copy of Identification document)

8. Financial Institution Information

| | | | |
|----------------|--|------------------|--|
| Bank Name | | | |
| Branch Name | | Branch Code | |
| Account Number | | Contact Person | |
| Inception Date | | Telephone Number | |
| Account Name | | | |

Please attach a cancelled cheque from the aforementioned account

9. Current Trade References (Include copy of latest statements)

| | | | | |
|---|----------------------------|---------|----------------|--|
| 1 | Business Name | Acc No: | Telephone No | |
| | Address | | Inception Date | |
| | Contact Person in Accounts | | Credit Limit | |
| | Sureties signed Y / N | | Terms | |

| | | | | |
|---|----------------------------|---------|----------------|--|
| 2 | Business Name | Acc No: | Telephone No | |
| | Address | | Inception Date | |
| | Contact Person in Accounts | | Credit Limit | |
| | Sureties signed Y / N | | Terms | |

| | | | | |
|---|----------------------------|---------|----------------|--|
| 3 | Business Name | Acc No: | Telephone No | |
| | Address | | Inception Date | |
| | Contact Person in Accounts | | Credit Limit | |
| | Sureties signed Y / N | | Terms | |

| | | | | |
|---|----------------------------|---------|----------------|--|
| 4 | Business Name | Acc No: | Telephone No | |
| | Address | | Inception Date | |
| | Contact Person in Accounts | | Credit Limit | |
| | Sureties signed Y / N | | Terms | |

10. General Financial Information.

| |
|--|
| <i>10.1. List all sureties, cession of debtors, notarial bonds, factoring and judgements;</i> |
| |
| <i>10.2. List all liquidations, sequestrations against the business or its principals with their respected rehabilitation dates;</i> |
| |
| <i>10.3. Have moratoriums or offers of compromise ever been made to any creditors?</i> |
| |
| <i>10.4. Can the latest audited financial statements be made available?</i> |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If so, please attach it to the dealer app)</i> |
| <i>10.5. Surety offered to substantiate credit limit;</i> |
| |
| <i>10.6. Account contact person;</i> |
| |
| <i>10.7. Order Numbers Used;</i> |

TERMS REQUIRED

| | |
|---------|--|
| 30 DAYS | |
|---------|--|

| | |
|-----|--|
| COD | |
|-----|--|

REQUESTED PURCHASE LIMIT PER MONTH _____

Is your company Net Asset Value or annual Turnover above R 1 Million?

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

11. Operational Contacts

| Title | First Name | Surname | Position | Telephone | Fax |
|-------|------------|---------|----------|-----------|-----|
| | | | | | |
| | | | | | |
| | | | | | |

PLEASE SEE ATTACHED OUR COMPANY'S TERMS & CONDITIONS TO BE INITIALED ON EACH PAGE AND SIGNED IN FULL ON THE LAST PAGE

FOR ANY ASSISTANCE TO COMPLETE THE DEALER APPLICATION PLEASE CONTACT THE CREDIT MANAGER IN THE CREDIT CONTROL DEPARTMENT

DRIVE CONTROL CORPORATION
TRADING TERMS AND CONDITIONS OF SALE
AND A DEED OF SURETYSHIP

1. DEFINITIONS

- 1.1. "this Agreement" means this Application for Dealership, Application for a Credit Facility, these trading terms and conditions including a deed of suretyship;
- 1.2. "the Company" means Drive Control Corporation (Pty) Ltd, registration number 2006/013696/07, including but not limited to any of its associated and subsidiary companies as well as any companies in which it holds any shares or interest, whether located within South Africa or elsewhere, their successors in title and assigns;
- 1.3. "the Customer" means the party indicated in the Application for Dealership and/or the purchaser of the Goods supplied by the Company;
- 1.4. "effective date" means the date upon which this Agreement becomes effective, being the date upon which the customer first purchases Goods from the Company on credit, notwithstanding the date of signature of the Agreement;
- 1.5. "the Goods" means the Goods supplied by the Company to the Customer.

2. THIS AGREEMENT

- 2.1. This Agreement shall govern the supply of Goods and/or the rendering of services by the Company to the Customer and shall take precedence over any other terms and conditions which may be contained in any of the Customer's documentation and will govern all transactions between the Company and the Customer, whether past, present or future. In the event of a discrepancy between these terms and conditions and any other terms and/or conditions contained in any of the Company's other documentation, the provisions contained in these terms and conditions shall prevail.
- 2.2. When the Customer places an order with the Company, the Customer will be deemed to have knowledge of and have accepted the provisions of this Agreement.
- 2.3. The Customer acknowledges and warrants that all of the information recorded in the application section is accurate, correct and complete in all respects. The Customer undertakes to notify the Company of any changes to such information within 7 days from such change occurring.
- 2.4. The Customer acknowledges that it does not rely on any representations made by the Company in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. Any recommendation, formula, advice, dimension, weight, specifications, price list, performance figure, advertisement, brochure and other technical data furnished by the Company in respect of the goods or services orally or in writing is approximate and for information only and will not form part of the Agreement in any way unless agreed to in writing by the Company.
- 2.5. The Customer warrants that neither the Company nor any of its employees will be liable under any circumstances whatsoever for any loss or damage arising out of the use by the Customer of any misrepresentation, material or information referred to above whether furnished negligently or innocently.

3. CREDIT FACILITIES

- 3.1. The Customer acknowledges that the granting of credit facilities to it is at the sole discretion of the Company.
- 3.2. The Company reserves the right to suspend or withdraw the Customer's credit facilities at any time and also if the Customer is in default under this Agreement.
- 3.3. The Company reserves the right, to be exercised at its sole discretion, to reduce or increase the credit limit under the credit facilities granted to the Customer.
- 3.4. Whatever credit limit is granted to the Customer shall not be deemed to be a limit of the Customer's indebtedness to the Company.

4. THE GOODS

- 4.1. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use. The Customer agrees to the Standard Rates of the Company for any goods or services rendered, which rates may be obtained on request.
- 4.2. The Customer agrees to pay all costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 4.3. The Company reserves the right at its sole discretion to provide alternative goods at the prevailing prices to those ordered by the Customer should such goods be unavailable, superseded, replaced or their manufacture terminated.
- 4.4. The Customer acknowledges that all quotations, whether oral or verbal, are dependent on the prevailing rate of exchange applicable to the date and time of the quotation. Any fluctuation in the rate of exchange will immediately affect the quotation price.
- 4.5. All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by the Company and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of the Company before acceptance of the order.
- 4.6. If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
- 4.7. The Customer hereby confirms that the goods or services on the Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 4.8. All orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of agreement and may not be cancelled.
- 4.9. Repair times and repair costs given are merely estimates and are not binding on the Company. The Company shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.
- 4.10. Any item handed in for repair may be sold by the Company to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed
- 4.11. All goods taken on a demonstration basis by the Customer are deemed sold if not returned within 14 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
- 4.12. The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to the Company.
- 4.13. The Customer shall indemnify the Company against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer.

- 4.14. New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services are guaranteed for a period of 3 months against faulty workmanship and parts are guaranteed according to the Manufacturer's product specific warranties. This notwithstanding, the Company reserves the right to alter, amend or change any Manufacturer's product specific warranties as applicable and undertakes to inform the Customer of any and all such alterations, amendments or changes upon the sale of the goods.
- 4.15. Liability under Clause 4.14 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of the Company.
- 4.16. No claim under this Agreement shall arise unless the Customer has, within 2 days of the alleged breach or defect occurring, given the Company 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.
- 4.17. The Customer shall return any defective moveable goods to the premises of the Company at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.
- 4.18. Any goods returned by the Customer to the Company for credit after 2 days from date of delivery shall be subject to a handling fee of 10 % of the invoice amount applicable to the returned goods. Credit shall only be considered if the goods are returned within 7 days of the invoice date provided that such returned goods are not defective in any way, are in their original saleable condition and packaging supplied by the Company and are accompanied by the original invoice. Should the Customer comply with these provisions, credit will be passed at the Company's current price for the goods or the original purchase price whichever amount is the lesser.
- 4.19. The Company shall not accept the return of any software if the packaging or any seals of the software has been opened or tampered with in any way.
- 4.20. All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than the Company or should the goods be operated or stored outside the Manufacturer's specifications.
- 4.21. Any item delivered to the Company shall serve as a pledge in favour of the Company for present and past debts and the Company shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in accordance with 7.2. The sworn or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
- 4.22. Under no circumstances shall the Company be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
- 4.23. Under no circumstances shall the Company be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

5. DELIVERY OF GOODS

- 5.1. The date of delivery of the Goods will be deemed to be the date when the Goods are delivered to the Customer's nominated delivery address or the date on which the Company notifies the Customer that the Goods are available for collection. Any third party who accepts delivery or who collects the Goods from the Company will be deemed to be the Customer's agent and it shall not be necessary for the Company to prove the authority of such person, who shall be deemed to have been duly authorised for such purpose.
- 5.2. The Customer warrants that the signatory to any tax invoice, delivery note or any other documentation of the Company made out in the name of the Customer is duly authorised to bind the Customer in relation to the transaction and shall be accepted as proof of such indebtedness or delivery or such other fact and are in accordance with the quality and quantity reflected thereon., unless the Customer proves otherwise and that the goods are received in good order.
- 5.3. The Company will endeavor to deliver the goods to the Customer within a reasonable period. The Customer shall not be entitled to cancel any order by reason of any delay (delivery, installation, commencement and performance times quoted are merely estimates and are not binding on the Company) and the Company shall not be liable for any damages for failure to timeously effect delivery of the Goods for any reason.
- 5.4. It is the responsibility of the Customer to arrange and contract with a suitable courier service to collect and deliver the goods on the Customer's behalf. If the Company however agrees to engage a third party to transport the goods, the Company is hereby authorised, in its sole discretion, to engage a third party on the Customer's behalf and on the terms deemed fit by the Company.
- 5.5. The Customer indemnifies the Company against any claims that may arise from such agreement in clause 5.4 against the Company.
- 5.6. Delivery of the goods or services to the Customer shall take place at the place of business of the Company or whatsoever location as agreed upon in writing by the Company.

6. PAYMENT

- 6.1. If the Company has granted the Customer credit facilities, the Customer shall effect payment to the Company within the payment terms granted by the Company to the Customer and notified to the Customer in writing. In the absence of any specific agreement between the Company and the Customer as to the payment terms agreed upon and written confirmation thereof from the Company to the Customer, the payment terms shall be deemed to be 30 days. For the purpose of this agreement, Customers who are granted 30 day payment terms shall be obliged to make payment on or before the last day of the calendar month following the month in which the Company's invoice is dated (i.e. 30 days from statement date). Should no agreement for a credit facility exists or should such agreement have been cancelled by the Company and notice to that effect given to the Customer then all purchases are made cash on order. All payments shall be payable in cash unless otherwise accepted by the Company and shall be paid by the Customer free of exchange in South African currency at the offices of the Company or at such other place as the Company may designate in writing.
- 6.2. The Customer carries any risk associated with or arising from the method elected to effect payment to the Company.
- 6.3. The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by the Company, reduced to writing and signed by the Customer and a duly authorised representative of the Company.
- 6.4. The Customer is not entitled to set off or deduct any amount due to the Customer by the Company against this debt.
- 6.5. Any discount or rebate offered by the Company shall be forfeited if payment in full is not made on or before the due date.
- 6.6. The Customer agrees that interest shall be payable at the maximum prescribed interest rate legally permissible on any moneys past due date to the Company.

7. BREACH

- 7.1.** If the Customer breaches any provision of this Agreement, or fails to pay any amount on its due date, or suffers any civil judgment being taken or entered against it, or commits an act of insolvency, or is placed under sequestration, liquidation or judicial management (whether provisional or final, voluntary or compulsory) or takes steps or steps are taken against it to commence business rescue proceedings, or makes or attempts to make any general offer of compromise with any of its creditors or sells its business or changes the structure of its ownership, the Company shall, without prejudice to any other remedies that it has available to it, be entitled to:-
- 7.1.1.** suspend or cease performance of its obligations to the Customer until the Customer's breach has been remedied; and/or
 - 7.1.2.** summarily cancel the sale of any Goods to the Customer; and/or
 - 7.1.3.** repossess any Goods which have not been paid for; and/or
 - 7.1.4.** exercise its lien over any of the Customer's property in its possession or under its control; and/or
 - 7.1.5.** summarily cancel this Agreement or claim specific performance of all of the Customer's obligations whether or not such obligations have fallen due for performance,
- In all events without prejudice to the any right the Company may be entitled to in terms of this agreement or in law.
- 7.2.** In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 7.3.** In the event of cancellation the Company is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

8. RISK AND OWNERSHIP

- 8.1.** Risk in the Goods will pass to the Customer on the date of delivery but ownership in the Goods shall remain vested in the Company until the full purchase price for such Goods is paid to the Company. If the Customer delays or fails to accept delivery of the Goods to be delivered at its nominated address, the risk in such Goods shall pass to the Customer as soon as the Company attempts to deliver same to the Customer.
- 8.2.** While any amount is owed by the Customer to the Company in respect of any Goods, the Customer shall be obliged to keep the Goods concerned free of any lien, hypothec, encumbrance and/or attachment.
- 8.3.** The Customer shall take all such steps as may be necessary to notify interested third parties and inform the owner / landlord of the premises at which the Goods are kept of the Company's ownership of such Goods.
- 8.4.** The Customer shall fully insure the Goods against loss or damage until it has paid the full purchase price to the Company. All benefits in terms of such insurance policy shall be ceded to the Company.
- 8.5.** The Company shall have the right to remove and/or recover the Goods from the Customer or any third party placed in possession of the goods through the customer, at the Customer's expense, in the event of non-payment, and for such purpose the Customer hereby irrevocably authorises the removal and/or recovery of such goods and indemnifies the Company against any and all claims, including claims for costs, whether direct, indirect or consequential, made by any person against the Company and arising out of the aforesaid removal and/or recovery.
- 8.6.** If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to the Company.

9. SURETYSHIP

- 9.1.** The signatory/ies to this Agreement ("the surety") binds himself/herself in his/her private and individual capacity as surety for and co-principal debtor with the Customer in favour of the Company for the due performance of any obligation of the Customer and for the payment to the Company by the Customer of any amount which may have been incurred by the Customer with the Company in the past, now or which may at any time be or become owing to the Company by the Customer in the future.
- 9.2.** The surety's liability to the Company shall not be limited by any credit limit granted by the Company to the Customer.
- 9.3.** This suretyship shall remain in full force and effect for so long as any amounts shall remain owing by the Customer to the Company and notwithstanding the temporary extinction of the Customer's indebtedness to the Company.
- 9.4.** The surety waives and renounces the legal benefits of excussion (*the right to require the Company to first proceed against the Customer for payment of any debt owing to the Company before proceeding against the surety*), cession of action (*the right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken*), the benefit of simultaneous citation and division of debt (*the right of a co-surety to be liable only for his pro rata share of the principal debt*) and the right to an accounting from the Company.
- 9.5.** The surety, on demand from the Company, shall furnish the Company with a declaration of the surety's assets and other financial information.
- 9.6.** The surety further undertakes to be bound by the remaining provisions of this Agreement as if a reference to the Customer was a reference to the surety and chooses its address where it will receive service of all legal process, notices and communications in respect of this agreement as the Customer's physical address set out in the application section of this Agreement.

10. LEGAL PROVISIONS

- 10.1. This Agreement and all transactions between the Customer and the Company shall be governed by and decided upon in accordance with the laws of the Republic of South Africa.
- 10.2. Either party shall be entitled to institute action in the Magistrate's Court, notwithstanding that the amount of its claim exceeds the jurisdiction of such Court. This provision shall not preclude the Company from instituting action against the Customer in any other competent court with jurisdiction.
- 10.3. A certificate issued by any manager of the Company, whose authority, appointment and signature it shall not be necessary to prove, that certifies any indebtedness of the Customer to the Company, delivery of the Goods to the Customer or any other fact shall be accepted as proof of such indebtedness or delivery or such other fact, unless the Customer proves otherwise.
- 10.4. The Customer shall be liable to the Company for all legal expenses on the scale as between attorney and own client, including costs of Counsel on brief, tracing agent's costs and collection commission in the event of any default by the Customer or any litigation pursuant to this agreement.

11. GENERAL

- 11.1. This Agreement constitutes the entire agreement between the parties. No party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is contained herein.
- 11.2. No amendment of this Agreement and no extension of time, waiver or relaxation of any of the provisions of this Agreement shall be binding, unless recorded in a single document signed by both of the parties.
- 11.3. No relaxation or indulgence shall prejudice or be deemed to be a waiver of any of a party's rights hereunder.
- 11.4. Each provision of this Agreement is severable, the one from the other. If any provision is found to be defective, unlawful or unenforceable for any reason, the remaining provisions shall continue to be of full force and effect.
- 11.5. The rule of construction that this Agreement be interpreted against the party responsible for drafting this document shall not apply.
- 11.6. The Customer shall not be entitled to cede its rights or assign its obligations under this Agreement.
- 11.7. The Company shall be entitled to cede its rights or assign its obligations under this Agreement, without notice to the Customer, Surety/ies or any other person and such cessionary shall be entitled to enforce its rights hereunder against the Customer and the surety and in terms of the cession of book debt in respect of Goods that it supplies to the Customer.

12. FORCE MAJEURE

- 12.1. The Company will not be liable to the Customer for failing to perform its obligations in terms of this Agreement as a result of an act of God or any cause beyond its control.
- 12.2. Subject to the provisions of this Agreement, in the event of delays in delivery or performance caused by a force majeure event or the Customer, the estimated date of delivery or performance shall be extended by the period of time the Company is actually delayed.
- 12.3. Any order is subject to cancellation by the Company due to force majeure from any cause beyond the control of the Company, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

13. DISCLOSURE OF INFORMATION

- 13.1. The Customer hereby consents and grants authority to the Company and/or its duly authorised agents and/or representatives to conduct credit checks, searches and the like with any credit agency or party which the Company may at its discretion consider expedient or necessary, amongst others, for the purpose of ascertaining the credit worthiness of the Customer or in order to trace the Customer or any of its assets.
- 13.2. The Company shall be entitled to record any adverse credit report with any agency or person. The Customer acknowledges that the application for and existence of any account with the Company may be recorded by credit agencies and details of the conduct of the account may be given to and duly recorded by and shared with other persons for various reasons.
- 13.3. The Customer hereby waives any claim and indemnifies and holds the Company harmless against any claim for any nature and howsoever arising from the aforesaid instances.

14. DOMICILIUM

- 14.1. The Customer and Surety/ies choose as their address/details where they will receive service of all legal process, notices and communications in respect of this agreement, the Customer's physical address, the customer's email address and the Customer's facsimile numbers as set out in the application section of this Agreement.
- 14.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, provided that it shall be competent to give notice by way of email or facsimile.
- 14.3. A party may change its *domicilium* (its physical address, email address or facsimile number) by furnishing the other party with 7 (seven) days written notice of its new physical address, provided that the change will only become effective from the seventh business day from the deemed receipt of the notice by the other party.
- 14.4. A party will be deemed to have received a notice at its *domicilium* on –
 - 14.4.1.1. the 7th day after posting if sent by prepaid registered post in a correctly addressed envelope to its *domicilium*;
 - 14.4.1.2. the day of delivery, if delivered by hand to a responsible person at its *domicilium*;
 - 14.4.1.3. the day of dispatch, if sent by email or facsimile to its chosen email address or facsimile number.
- 14.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by the Customer or Surety/ies shall be adequate and valid, notwithstanding that it was not sent or delivered at its chosen *domicilium*.

15. Although the provisions of this agreement are self-explanatory, the Customer warrants that he/she/it has read and understands the provisions contained herein.
16. The signatory warrants that he is the duly authorised representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with the Company.

Thus done and signed by the **Customer** at _____ on this the _____ day of _____ 20_____

_____ Duly authorised on behalf of the Customer (Signature)

_____ Full Name and Capacity

_____ Witness: Full Name and Signature



Thus done and signed by the **Surety/ies** at _____ on this the _____ day of _____ 20_____

In my/our capacity as Surety/ies & Co-Principal Debtors in terms of Clause 7.

1 _____
Surety (Signature)

2 _____
Surety (Signature)

_____ Full Name and Identity Number

_____ Full Name and Identity Number

3 _____
Surety (Signature)

4 _____
Surety (Signature)

_____ Full Name and Identity Number

_____ Full Name and Identity Number

_____ Witness: Full Name and Signature
