



A division of Maroblox (Pty) Ltd

HEAD OFFICE
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BRANCH INFORMATION

NAME
NUMBER
REPRESENTATIVE
TEL NO
FAX NO

COMBINED CREDIT APPLICATION, GENERAL TERMS OF CONTRACT AND SURETYSHIP

NAME AND ADDRESS OF PERSON MAKING APPLICATION ON BEHALF OF CUSTOMER:

POSITION:

BUSINESS INFORMATION

STATE TYPE OF BUSINESS:
(tick applicable)

Sole Owner Closed Corporation Partnership Trust

Private Company Public Company Other Describe Other

CUSTOMER'S FULL REGISTERED NAME OF BUSINESS:

REGISTRATION NO: VAT NO:

TRADING NAME:

PREVIOUS NAME OF BUSINESS:

NAME OF HOLDING COMPANY:

NATURE OF BUSINESS:

TELEPHONE NO: MOBILE NO: FACSIMILIE NO:

EMAIL ADDRESS:

COMMENCEMENT DATE OF BUSINESS:

REGISTERED OFFICE / BUSINESS ADDRESS:

POSTAL: CODE:

STREET ADDRESS: CODE:

Is the Business Property (tick applicable) Owned Leased

If Owned: - Name of Bond Holder:

Account No: Amount Owing on Bond:

Period Under Present Ownership:

If Leased: - Name and Address of Registered Owner (Landlord)

Name and Address of Other Properties Owned	Erf No.	Size	Purchase Price	Improvements		Balance Owing	Owners' Valuation	Bondholder
				Type	Value			

**FULL DETAILS OF SHAREHOLDERS AND DIRECTORS/MEMBERS/PROPRIETORS/PARTNERS/TRUSTEES**

	Name	Position	Shareholding / Interest	Residential Address	Identity No.	Telephone / Mobile No.
1						
2						
3						
4						
5						
6						

*Please Note that each Shareholder/Director/Member/Partner/Proprietor/Trustee is to sign the suretyship on Page 8 of this document.*

HAS THE APPLICANT, PROPRIETOR OR ANY PARTNER/MEMBER/DIRECTOR/TRUSTEE EVER BEEN INSOLVENT ?

YES  NO  If YES, give details: \_\_\_\_\_

DATE OF REHABILITATION: \_\_\_\_\_

NAME AND ADDRESS OF AUDITORS: \_\_\_\_\_

ACCOUNTING OFFICER/ACCOUNTANT: \_\_\_\_\_

ESTIMATED VALUE OF MONTHLY PURCHASES: R \_\_\_\_\_

CREDIT LIMIT REQUIRED: R \_\_\_\_\_

**REFERENCE INFORMATION**

Name of Bankers: \_\_\_\_\_

Branch: \_\_\_\_\_ Account No. \_\_\_\_\_

Name under which Bank Account Operates: \_\_\_\_\_

Name and Address of Person Responsible for Payment of Account: \_\_\_\_\_

If account is less than 3 years old: \_\_\_\_\_

Name of Previous Bankers: \_\_\_\_\_ Branch: \_\_\_\_\_

**CURRENT TRADE REFERENCES:**

	Name	Address	Telephone No.
1			
2			
3			

HAS THE APPLICANT PREVIOUSLY HAD AN ACCOUNT WITH THE COMPANY ? YES  NO

If YES, in whose Name: \_\_\_\_\_

at which Branch \_\_\_\_\_

Reason for Account Closure: \_\_\_\_\_

**CONSENT AND CREDIT CHECK CONDITIONS:**

I/We hereby authorize **AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD)** and its associates and/or subsidiaries and/or duly appointed agents to make use of the information contained herein and to contact any person named herein to determine whether or not to grant me/the Customer credit facilities.

I/We hereby consent that **AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD)** or any of its duly appointed agents may:

- perform a credit search on the Customer’s record with one or more of the registered credit bureaus when assessing the Customer’s application for credit facilities.
- record the existence of the Customer’s account with any credit bureau and record details of how the Customer is conducting its account under this agreement and that any defaults in payment to **AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD)** may be disclosed to any Credit Bureau.

**NATIONAL CREDIT ACT NO. 34 OF 2005:**

This application contemplates an agreement where goods or services are supplied to the Customer and payment for such goods or services is received at a specified later date. No charge, fee or interest as contemplated in the National Credit Act will become payable by the Customer as a result of this agreement. According the proposed agreement does not constitute a Credit Agreement for purposes of the National Credit Act 34 of 2005 (“the NCA”). If, however, the Customer fails to pay any amount due in terms of the proposed agreement on or before the stipulated due date, **AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD)** will be entitled, **but not obliged**, to levy interest at a rate of 2% per month or such other maximum rate of interest as may be prescribed in respect of incidental credit agreements pursuant to the NCA and any regulation published thereunder.

**CONSUMER PROTECTION ACT NO. 68 OF 2008**

The Applicant hereby confirms that its asset value or annual turnover on the date of signage of this application:

- Equals or exceeds R2 million: or
- Does not equal or exceed R2 million

State the Asset Value and the Annual Turnover as at the date hereof: \_\_\_\_\_

**NOTICE TO CONSUMER WITH REGARD TO LIMITATION OF LIABILITY OF SUPPLIER, ASSUMPTION OF LIABILITY BY CONSUMER, INDEMNIFICATION BY THE CONSUMER AND ACKNOWLEDGEMENT OF THE FACT BY THE CONSUMER:**

To the extent that the Customer is a natural person or a juristic person as defined in the Consumer Protection Act 68 of 2008 (“CPA”) whose asset value and/or annual turnover is, **at the time of the conclusion of this agreement**, both less than the threshold determined by the Minister in Section 6 of the CPA (currently R 2 million) then the Customer’s attention is drawn to the following specific conditions of **AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD)** ’S Terms and Conditions as required by Section 49 of the CPA. **CLAUSES: 3.2, 4.3, 4.4, 5.2.1, 7.2, 8.2, 8.3, 8.4, 8.8, 8.9 AND 9.1**

**INDEMNITY**

1. The Applicant acknowledges that in terms of Section 61 of the Consumer Protection Act 68 of 2008, the producer, importer, distributor or retailer may be jointly and severally liable for any harm caused wholly or partly as a consequence of:
  - (i) Supplying unsafe goods; or
  - (ii) A product failure, defect or hazard in any goods; or
  - (iii) Inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods.
2. The Applicant indemnifies and holds harmless the Company from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by the Company as a result of or arising out of any harm alleged or proven as a result of the supply or distribution of the goods by the Applicant to a consumer or any other person.

**TERMS OF APPLICATION**

We apply for credit facilities from the company on the following terms:

1. We warrant that all details in this form are correct.
2. We acknowledged that, if this application is successful, all purchases of goods by us from the company and all services rendered for us by the company will be subject to the company’s general terms of contract from time to time.
3. The terms printed on this application form are the general terms of contract in force at the time of this application. The company shall be entitled from time to time to change any of those general terms, and any such change shall bind us upon written notice thereof being:
  - 3.1 delivered by hand to us at the street address specified in this application form, or any new delivery address chosen by us in writing from time to time; or
  - 3.2 sent to us at the postal address specified in this application form, or any new postal address chosen by us in writing from time to time; or
  - 3.3 faxed to us at the fax number specified in this application form, or any new fax number chosen by us in writing from time to time; or
  - 3.4 e-mailed to us at the e-mail address specified in this application form, or any new e-mail address chosen by us in writing from time to time.
4. Any posted notice shall be deemed to have been received by us on fourth day after the date of posting, unless we prove otherwise, any faxed notice or e-mailed notice shall be deemed to have been received by us on the day after transmission or sending, unless we prove otherwise.
5. Any change to the general terms of contract shall apply in respect of all agreements concluded by us after receipt by us of notice of that change.
6. Any credit facilities granted to us may be varied or withdrawn by the company at any time without notice. Upon their being withdrawn, the full balance owing by us to the company shall automatically become due and payable.

Neither the application for credit shall be binding upon the company nor shall the General Terms of Contract be binding upon the company and the customer unless and until: -

1. the application for credit shall have completed in all respects by the customer;
2. the sureties have all signed the suretyship (not applicable in the case of a sole proprietor);
3. the company has been provided with the relevant documents referred to in the credit application form;
4. the signature section has been provided with the relevant documents referred to in the credit application form;
5. the signature section has been signed on behalf of the customer;
6. the credit application has been accepted by the company.

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2 .

**AS WITNESSES**

1. \_\_\_\_\_ for the Applicant
2. \_\_\_\_\_ who warrants his Authority to do so

Name & Surname: \_\_\_\_\_

Capacity: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**DOCUMENTS TO ACCOMPANY THIS APPLICATION**

1. If applicant is a company, a copy of Certificate of Incorporation.
2. If applicant is a close corporation, a copy of the Founding Statement/Amended Founding Statement.
3. If applicant is a trust, a copy of the Letters of Authority.
4. ID copies of Directors/Members/Partners.
5. Company VAT Certificate.
6. Company Tax Clearance.
7. Proof of Banking Details I.e. Cancelled Cheque or Letter from Bank Confirming Bank Account.

## GENERAL TERMS OF CONTRACT

### 1. INTERPRETATION

Reference in these terms of:

- 1.1. "the company" shall mean AUTOBAX (A DIVISION OF MAROBLOX (PTY) LTD) ;
- 1.2. "the customer" shall mean the party with whom any agreement is concluded by the company;
- 1.3. "the products" shall mean any products sold by the company to the customer or repaired or modified for the customer by the company in terms of an agreement; and
- 1.4. "agreement" means any contract between the company and the customer for the supply, repair or modification of products arising from the company accepting an order from the customer, or from any quotation or tender by the company being accepted, or in any other way.

### 2. APPLICATION

- 2.1. These terms shall apply to every agreement between the company and the customer.
- 2.2. These terms constitute the general terms of each agreement. That agreement will also contain any special terms contained in any applicable written document. Where any special term varies any of these general terms, it shall only be binding if in writing, and if the document containing it is signed by an authorised representative of the company. Where there is any inconsistency between any of these general terms and any special term, the special term shall prevail.
- 2.3. Where the company supplies any quotation, or tender no agreement will arise until the acceptance of that quotation or tender in accordance with its terms is received by the company.
- 2.4. Our terms are strictly 30 days nett from date of statement.
- 2.5. Should you qualify for any form of Rebate; your payment must reflect in our bank on or before the last day of the month. Failing which, you forfeit your rebate.

### 3. PRODUCTS

- 3.1. The company shall not be obliged to supply brands or part numbers ordered, but shall be entitled to supply equivalent products.
- 3.2. Where the company supplied products which it specially modifies or manufactures, it will rely entirely on the customer's specifications in respect of design, type of product, materials, sizes or any other relevant criteria whatsoever.
- 3.3. Any information provided electronically by the Company is provided "As is" and without warranties of any kind express or implied. Such information is the copyright of the Company, and may be used solely about making purchases from the Company and not for any other purpose.

### 4. DELIVERY

- 4.1. Where delivery is made by the company or its agents, it shall be made when the products are off-loaded at their destination. Where the customer takes delivery at the company's premises, delivery shall be made when the products are accepted by the customer's agent or loaded onto the customer's vehicle.
- 4.2. The risk in the products shall pass to the customer upon delivery, if where the products are delivered by the company or its agents but are off-loaded by persons who are not employees of the company or its agents, the risk in the products shall pass upon the products being made available for off-loading at their destination.
- 4.3. The company will endeavour to deliver the products timeously, but any delivery date is approximate only and time shall not be of the essence in any agreement. The company shall have no liability as a result of any failure by it to comply with by specified delivery date.
- 4.4. The customer shall not be entitled to cancel any order for goods for any reason whatsoever after the company has confirmed an order. Unless such order was as a result of direct marketing by the Company to the Customer, in which event the Customer may cancel the order within 5 business days from date that the order was confirmed.
- 4.5. The company shall be entitled to make partial deliveries.
- 4.6. The customer shall accept delivery of all products when tendered. If it fails to do so for any reason whatsoever it shall be liable for all direct and indirect costs, expenses, losses or damages resulting.
- 4.7. The Company shall have the right to refuse to accept any new orders and/or suspend deliveries in respect of existing orders if any amounts due by the Customer remain unpaid.
- 4.8. Where the Company is requested by the Customer to withhold or postpone delivery in the event that the Company shall pay for the costs of storage, demurrage interest, insurance, or any other charges occasioned by the postponement of delivery.

### 5. OWNERSHIP

- 5.1. Ownership of the products shall not pass to the customer until payment thereof has been made in full.
- 5.2. While ownership of the products remains vested in the company: -
  - 5.2.1. the customer shall, at its expense, insure the products and keep them insured against all risks, and for such amount as the company may reasonably require and all rights under such insurance policy shall be deemed to have been ceded to the company as security for the customer's obligations to the company;

- 5.2.2. should a claim arise under such insurance, the customer shall, on receipt of the proceeds of such claim, pay to the company the full proceeds of the claim, up to the balance owing to the company;
- 5.2.3. the products shall not accede to the property on which they are situated, or onto which they are placed, or in which they are installed ("the premises"), irrespective of how they are installed;
- 5.2.4. the products shall be kept at the premises, and shall not be moved there from without the company's prior written consent;
- 5.2.5. the customer shall, immediately on the conclusion of this agreement, notify the landlord of the premises of the provisions of this clause 5 and that the products are not subject to any landlord's lien, hypothec or any other rights.

### 6. PRICES

- 6.1. Unless expressly specified in the quotation or tender, the company may, at any time before delivery of the products, vary the quoted price to take account of variations in any relevant currency exchange rate, the imposition or variation of any customs or import duties, surcharge or levies, present cost of materials, or any price increase imposed by suppliers of any of the products to the company.
- 6.2. Any dispute regarding the provisions of this clause shall be settled by the company's auditors for the time being, whose decisions shall be final and binding on the parties.
- 6.3. All prices quoted and all price lists are exclusive of value added tax. The customer shall pay value added tax in addition to any such quoted or listed prices.

### 7. PAYMENT

- 7.1. The company will furnish the customer with invoices in respect of all products delivered under any agreement.
- 7.2. All invoices and/or statements rendered by the company shall be deemed to be correct and *prima facie* proof of all details therein set out, unless challenged in writing by the customer within 7 days after rendering of the relevant invoice and/or statement.
- 7.3. The customer shall pay the invoiced price without being entitled to claim any discount or make any deduction, unless agreed to the contrary in writing and signed by the parties.
- 7.4. Payment is due within thirty days nett of the last day of the month in which the products are delivered by the company.
- 7.5. Payment to the company must be made at the company's address or deposited into the company's bank account as follows:

**Account Name AUTOBAX**  
**Standard Bank account number 272052116**  
**Company Registration 1962/000738/06**  
**Branch Name Milnerton**  
**Branch code 026509**

Or to be in cash free of exchange, without deduction or set-off, in South African currency.

- 7.6. If so required by the company, the customer shall complete and deliver to the company, a banker's stop order or debit order or post-dated cheques or other payment instruments in respect of all payments to be made by the customer to the company hereunder, none of which shall be construed or regarded as substituting, varying or novating the customer's obligations under the agreement.
- 7.7. The company shall be entitled, in the company's discretion, to appropriate or allocate any payments received from or on behalf of the customer to any indebtedness of the customer to the company, from whatsoever other cause arising and the customer hereby waives and abandons the right to name the debt to which any payment made to the company shall be allocated. Should any appropriation or allocation made by the company hereunder result in a shortfall in any other amount owing by the customer to the company, the customer shall forthwith make good such shortfall.
- 7.8. Should the customer fail to pay on due date any amount due or payable to the company or disbursed by the company on behalf of the customer under or arising from this agreement (from whatsoever cause), the company will be entitled, but not obliged, to levy interest at a rate of 2% per month on such overdue amounts or such other maximum rate of interest as may be prescribed by the NCA and any regulation published thereunder.
- 7.9. The company shall, in addition to any other remedies which the company may have been entitled to refuse to deliver any goods or perform any services until any monies due to the company have been paid in full.
- 7.10. Notwithstanding that any credit may have been granted by the company to the customer, the company shall be entitled to insist on payment in advance for goods and the company may retain possession of any goods or documents or things in respect of which services are to be rendered pending the discharge of all the customer's indebtedness to the company whether or not such indebtedness is related to the goods or documents or things in question.

### 8. WARRANTIES AND REPRESENTATIONS

- 8.1. Neither the company nor its servants nor agents make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatever in respect of the products or other

- suitability for any purpose, whether that purpose is notified to the company or not.
- 8.2. Where any written warranty or guarantee is given by the company in respect of any products, its sole obligation arising out of that warranty or guarantee shall be to replace the defective products, or repair them, or credit the customer with the price paid by it for them, or for the company's services rendered in repairing or modifying them, whichever the company in its discretion elects to do.
- 8.3. Save for any obligations which the company may have as contemplated in 8.2, it shall not be liable for any loss or damage whatsoever suffered by the customer or any third party (whether to persons or property) as a result of any act or omission of the company, any defects in any of the products, any act or omission in respect of any services rendered by the company or failing to conform wholly or partly with any warranty or guarantee by the company in respect of them. The company shall under no circumstances be responsible to the customer for any consequential damages.
- 8.4. The company shall not be liable for any loss or damage whatsoever arising from any cancellation of any agreement in terms of 10.3 or 11.1.
- 8.5. The company hereby cedes to the customer all the company's rights against the manufacturer of the goods arising out of any warranty given by the manufacturer in respect of the products. The customer shall accordingly be entitled to exercise all rights under such warranty as against the manufacturer of such products and the company undertakes to assist the customer in bringing any claim against the manufacturer, under such warranty, provided the company is of the opinion that the claim is valid. The customer's rights to claim against the company under warranty are accordingly hereby waived, other than those rights arising in terms of this clause 8.
- 8.6. Any indirect costs relating to repairs and/or replacement and/or installation of products under such warranty, including, but not limited to, travelling, accommodation and subsistence costs, shall be for the customer's account, unless agreed to the contrary in writing and signed by the parties.
- 8.7. The customer shall be entitled to inspect any products reported by the customer as defective, at the premises. The parties agree that such inspection shall be at the cost of the customer, should such products prove not to be defective.
- 8.8. The customer indemnifies the company and warrants that the customer will hold the company harmless against any loss or damage which the company may suffer as a consequence of any claim made upon the company by a third party arising from anything to do with any agreement between the company and the customer where, had the customer been the claimant instead of such third party, the customer would not by virtue of these general terms of contract or any other agreement between the parties, have been entitled to claim against the company.
- 8.9. The customer agrees that, should any order be given to the company on the customer's official order form, the customer shall be estopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not duly authorised.
9. **LIABILITY**
- 9.1. The customer shall notify the company in writing within 7 days after delivery of the products, should there be shortages in or damages to the products delivered. Should such notice not be given within the stipulated time-period, the company shall not be liable for any shortages in or damage to the products, and the contents of all delivery documents shall be deemed to be correct, and all items reflected in the delivery documents shall be deemed to be properly delivered.
- 9.2. Notwithstanding any other provisions of these terms to the contrary when the company accepts products from the customer in order to repair or modify such property it does so on the basis that the company shall not be liable for any loss whatsoever arising from damage to or loss of the property whilst on the premises of the company or loss in transit.
10. **VARIATIONS AND CANCELLATIONS**
- 10.1. The company shall not be obliged to accept any variation to any agreement nor its cancellation. If the company consents to any variation or cancellation, this shall not be construed as a waive by the company of any of its rights.
- 10.2. If the company agrees to accept the return of any products pursuant to any variation or cancellation of any agreement, it shall be entitled to charge the customer a handling fee of 15% of the purchase price of those products. Products which are not normally stocked by the company or have been specifically sourced or modified for the customer are not returnable unless incorrectly supplied. No variation or cancellation of any agreement shall be effective unless in writing and signed by or on behalf of the company.
- 10.3. The company may cancel any agreement if it is unable to supply any product due to the non-delivery by its supplier or due to notification by its supplier of its inability to supply and the customer shall not be entitled to claim any damages as a result of such cancellation.
11. **BREACH**
- 11.1. If the customer:  
commits a breach of any of these general terms or of any special term of any agreement; or is placed under a provisional or final order of sequestration or liquidation or business rescue, or is wound up voluntarily, or compromises or attempts to compromise generally with its creditors; the company may summarily cancel any agreement by giving the customer written notice to that effect, without prejudice to any rights the company may have as a result of that breach or cancellation.
- 11.2. The company shall be entitled to recover all costs incurred by it in enforcing its rights under any agreement, on an attorney and own client basis.
12. **GENERAL**
- 12.1. The Parties agree that any legal action may be instituted in any Magistrate's Court having jurisdiction notwithstanding that the amount claimed would otherwise exceed the jurisdiction of the Court. Notwithstanding this consent either party will be entitled to institute legal action in any Court with competent jurisdiction, including any High Court.
- 12.2. No indulgence shown by the company shall constitute a waiver of any of its rights.
- 12.3. A certificate under the hand of any director or manager for the time being of the company as to the amount of any indebtedness of the customer or any other fact shall be prima facie proof of the customer's indebtedness to the company and/or of such other fact and shall constitute sufficient proof to enable the company to discharge the onus (if any) which may rest on the company to prove such indebtedness or fact and, in particular shall constitute sufficient proof to entitle the customer to provisional sentence in respect of such indebtedness.
- 12.4. No oral variation of these terms or oral special terms shall bind the company.
- 12.5. The customer shall not be entitled to cede any of its rights, nor assign any of its obligations hereunder without the prior written consent of the company.
- 12.6. This agreement shall be construed and interpreted according to the laws of the Republic of South Africa, which the parties choose as the governing law of this agreement.
- 12.7. The customer acknowledges that all intellectual property rights relating to the products, including, without limiting the generality of the foregoing trademark rights, copyrights, patent rights and design rights, are the exclusive property of the company and/or its principals, and that the customer has no rights, title or interest therein. The customer undertakes not to infringe any of the rights. The customer undertakes only to use any of such rights strictly in accordance with any permission granted to it by the company and/or the company's principals, in writing, which permission must be signed by the company and/or its principals.
- 12.8. The company is hereby irrevocable authorised to perform any credit investigation into the customer's credit worthiness and financial affairs as the company, in its discretion, considers appropriate.
13. **CONSUMER PROTECTION ACT NO. 68 OF 2008**
- 13.1. Should the provisions of the Consumer Protection Act (as amended) apply to this document or any transactions concluded pursuant thereto, the provisions of the Consumer Protection Act shall apply if there is any conflict existing between the provisions of this application and the Consumer Protection Act.
- 13.2. The company undertakes to fully comply with the provisions of the Consumer Protection Act insofar as it applies to the customer.
14. **RETURNED GOODS**
- 14.1. Whilst the Company is under no obligation to accept the return of goods the Customer may apply to the Company for permission to return the goods and if written permission is given by the Company's sales department for such return, the following will apply.
- a. Goods returned for credit will only be accepted from those Customers who initially purchased the stock from the Company or who initially purchased the stock from the Company or who have an account with the Company. All goods must be returned clean, saleable and undamaged and in its original packaging.
- b. The value of credit for excess stocks returned will be calculated at the invoice value when the goods were purchased for the less that 15%

SURETYSHIP

I/We the undersigned

---

in my/our capacity/ies as

---

bind myself/ourselves as surety/sureties for and co-principal debtor jointly and severally with

\_\_\_\_\_ (“the principal debtor”) in favour of the Company (“the creditor”) for the due and punctual payment, on demand, of all sums of money and the due and punctual performance of all obligations which the principal debtor may at present or from time to time in the future owe or incur to the creditor for any reason whatsoever.

2. All judgements against and the acknowledgements of indebtedness and admissions by the principal debtor shall be binding on me/us.
3. No extension of time or other indulgence, or whole or partial release from any liability, or compromise or other arrangement allowed by the creditor to the principal debtor or to any other surety or co-principal debtor, and no realisation, release or abandonment or any other security for any of the principal debtor’s indebtedness to any of the creditors shall discharge me/ us from my/our liability, whether I/am we/are prejudiced by it or not.
4. In the event of the liquidation, judicial management or sequestration (in any of those cases whether provisional, final, compulsory or voluntary), death or placing under any legal disability of the principal debtor or any other surety or co-principal debtor, or any of them becoming subject to the provisions of any law for the assistance or benefit of debtors generally, or any compromise, composition or other arrangement with any creditor of the principal debtor or of any other surety or co-principal debtor, I/we undertake not to file any claim against the principal debtor or that other surety or co-principal debtor until the creditor’s claims have been paid in full. If the creditor receives any dividends or payments in any of those circumstances, that will not prejudice their right to recover from me/us any sum which may remain owing by the principal debtor.
5. The creditor’s rights under this suretyship shall not be effected or diminished if the creditor obtains any additional suretyships or other guarantees or securities or indemnities in connection with the obligations of the principal debtor.
6. This suretyship shall be a continuing covering suretyship and shall remain in force notwithstanding any intermediate discharge or settlement of or fluctuation in the principal debtor’s obligations to any of the creditors and/or the legal disability of the principal debtor or of me/us or of any other surety or co-principal debtor.
7. The creditor shall be entitled, without affecting any of its rights against me/us, to do or omit to do any act which it, in its sole discretion, deems fit, notwithstanding that in doing or omitting to do that act it may have acted negligently. Without limiting the generality of the foregoing, the creditor shall be entitled to release or compromise with any other surety or co-principal debtor, and to abandon or realise any other security.
8. The creditor shall be entitled at its option to institute any legal proceedings against me/us arising out of this suretyship in any Magistrate’s Court which would have jurisdiction if the amount claimed falls within its jurisdiction, notwithstanding that the amount exceeds that jurisdiction.

In addition, and without limiting the foregoing, I/we consent to the jurisdiction of the Witwatersrand Local Division of the High Court of South Africa in respect of any such action. It shall be within the creditor’s sole discretion as to whether to proceed against me/us in the Magistrate’s Court or in that Division of the High Court, or in any other Court having jurisdiction.

9. The creditor shall be entitled to appropriate any monies received by it from me/us towards the payment of any cause of debt or amount owing by the principal debtor to the creditor, as it determines in its sole discretion.
10. I/We warrant that all contracts entered by the principal debtor from time to time with the creditor are or will be at the time of conclusion thereof within the scope, authority, power and objects of the principal debtor, and that all those contracts are and will always be and remain valid and legally enforceable. If any of those warranties is breached, I/we assume the obligations to the creditor which any such contract purports to impose on the principal debtor.



11. I/We hereby renounce the benefit of the exceptions “non numeratae pecuniae” “non-causa debiti” “errore calculi” “quod metus causa” and “excussionis et divisionis” insofar as each may be appropriate and acknowledge that I am/we are fully acquainted with the meanings and effect of the aforesaid exceptions (which are explained below).

12. I/We acknowledge that this suretyship was, at the date on which I/we signed it, complete in all respects.

13. In this suretyship, unless the context clearly indicates a contrary intention, an expression which denotes:

Any gender includes the other gender;

A natural person includes an artificial person and vice versa;

The singular includes the plural and vice versa

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

**EXPLANATION OF RENUNCIATION OF BENEFITS**

**1. NON NUMERATAE PECUNIAE**

But for the renunciation of this exception the Surety would be entitled to raise the defence in connection with a debt for money lent and advanced that notwithstanding his acknowledgement the money was not actually paid to him. The Surety is not barred from raising the defence but if he does so the onus is on him.

**2. EXCEPTIO NON-CAUSA DEBITI**

By renouncing this exception, the Surety renounces his right to require the creditor to prove that there was a cause or reason for the obligation as stated in the document if the Surety should deny there was such a cause.

**3. EXCEPTIO ERRORE CALCULI AND REVISION OF ACCOUNTS**

The effect of renouncing these exceptions is similar to that under the exceptio non causa debiti where the obligation relates to a settlement of accounts or any matter involving calculations. The Surety by renouncing this exception will bear the onus of showing that there has been some error in the accounts or in the calculations.

**4. EXCEPTIO NO VALUE RECEIVED**

This exception is similar to those mentioned in the preceding paragraph. Renunciation of the exception casts upon the Surety the obligation to prove in relation to an account for goods sold and delivered that he received no value for the amount for which he is acknowledging liability.

5. **EXCEPTIO QUOD METUS CAUSA**

By renouncing this exception, the Surety acknowledges that no compulsion or fear, duress, coercion or undue influence was used in persuading the Surety to sign the acknowledgement of debt.

6. **EXCEPTIO EXCUSSIONIS ET DIVISIONIS**

By renouncing this exception, the Surety agrees that the creditor may execute upon the Surety direct without first executing upon the principal debtor and thereafter upon the Surety as would normally apply.

**FOR INTERNAL USE**

**TRADE REFERENCE CHECK**

Name of Trade Reference	
Contact Person	
Date Phoned	
When was, Account Opened?	
Average Monthly Purchases	
Payment Terms	
Payment Performance	
Other Information	

**CREDIT BUREAU CHECK**

Report Date \_\_\_\_\_

Business Information Correct  Yes  No  (tick applicable)  
 If **NO**, give details \_\_\_\_\_

Any Judgments  Yes  No  (tick applicable)  
 If **YES**, give details \_\_\_\_\_

Other information \_\_\_\_\_

**CREDIT CONTROLLER'S COMMENTS** \_\_\_\_\_

Application Rejected  (tick applicable)  
 Record reason \_\_\_\_\_

Application Approved  (tick applicable)

By Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Terms of Approval Credit Limit: R \_\_\_\_\_ Terms: \_\_\_\_\_  
 Suretyship Required  Yes  No  (tick applicable)  
 If YES, Date obtained: \_\_\_\_\_

Account Details: Account No: \_\_\_\_\_ Date Obtained: \_\_\_\_\_

**CUSTOMER ADVISED** Date: \_\_\_\_\_