



SIGHTIQUE
• OPTIC SUPPLIES •

Please email your completed forms, with a copy of your ID to:
shirley@sightique.co.za

CREDIT APPLICATION FORM

CREDIT AMOUNT		ACCOUNT NUMBER	
NAME OF ACCOUNT			

TRADE NAME			
PART OF GROUP			
REGISTERED BUSINESS NAME			

SURNAME		FIRST NAME	
MIDDLE NAMES			
I.D. NUMBER		D.O.B.	
CELL NUMBER			
RESIDENTIAL ADDRESS			
		CODE	
SPOUSE DETAILS	FULL NAME		
	CONTACT NUMBER		

TYPE OF ENTITY	PTY (LTD)	CLOSE CORPORATION	PARTNERSHIP	SOLE PROPRIETORSHIP
VAT NUMBER		PRACTICE NUMBER		
BUSINESS REGISTRATION NUMBER		/	/	
BUSINESS ADDRESS				
		CODE		
POSTAL ADDRESS		CODE		
TEL NUMBER		FAX NUMBER		
EMAIL ADDRESS				

BANKING DETAILS		BANK	
ACCOUNT HOLDERS NAME: If Different from Business Name			
Account Number:		Branch Code:	
Branch Name:		Account Type:	
CONTACT PERSON FOR ACCOUNTS			

TRADE REFERENCES	COMPANY NAME	ACCOUNT NUMBER	TELEPHONE NUMBER
REFERENCE 1			
REFERENCE 2			
Are you under Debt Administration? _____	Have you ever been insolvent? _____		

1 INTERPRETATION

- 1.1 The following expressions shall bear meanings assigned to them below and cognate expression shall bear corresponding meanings:
- "Sightique"** – means Sightique Optic Supplies CC t/a Sightique, Registration number 1994/010104/23, a Close Corporation Incorporated according to the Close Corporation laws in South Africa having its principal place of business situated at Villa Miller, 133RE Lachlan Rd, Glenferness Estate, Kyalami.
- "Business Day"** means any day other than (i) a Saturday, (ii) a Sunday or (iii) and public holidays as declared in South Africa from time to time;
- "Conditions"** means these Terms and Conditions;
- "Contract"** means a binding legal contract under which Sightique agrees to supply Products ordered by the Purchaser in accordance with an Order, which contract is formed in accordance with the terms and conditions;
- "Order"** means an order submitted by the Purchaser to Sightique for the purchase of Products; **"Order Form"** means Sightiques' standard written order form, as amended from time to time; **"Person"** means a person, juristic person, including a company, close corporation, trust or other entity;
- "Product"** means a product sold or to be sold by Sightique.
- "Purchaser"** means the person who places an order to purchase Products from Sightique and to whom the Product is sold and delivered.
- "Purchaser's Representative"** means the individual who places an Order on behalf of the Purchaser;
- "Quotation"** means a quotation from Sightique to the Purchaser, offering to sell a particular quantity and type of Products to the Purchaser at a particular price; and
- 1.2 In the Terms and Conditions:
- 1.2.1 Headings are for ease of reference only and shall not affect the interpretation or construction of these terms and conditions;
- Words imparting:
- 1.2.1.1 The singular shall include the plural and vice versa.
- 1.2.1.2 Gender shall include every gender and
- 1.2.1.3 References to persons shall include an individual, company, corporation, firm or partnership;
- 1.2.2 References to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.2.3 If any provision in the definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause;
- 1.2.4 If any period is referred to in the Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day when the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day; and
- 1.2.5 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2 BINDING EFFECT

- 2.1 The Purchaser acknowledges that Sightique is a supplier of Products in Southern Africa.
- 2.2 These terms and conditions shall apply to all Quotations, Orders and Contracts made or to be made by Sightique for the sale and supply of Products to the Purchaser.
- 2.3 This Agreement constitutes the entire Agreement between the parties with regard to the matters dealt with herein and no terms or conditions or warranties not expressly contained in this Agreement shall be binding on the parties. Any purchase order on the Purchaser's own standard form submitted by the Purchaser will be purely for the Purchaser's administrative purposes and shall not form part of the Contract, except at the election of Sightique.
- 2.4 No amendment and/or alteration and/or variation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by both the Purchaser's representative and a duly authorized representative of Sightique.
- 2.5 No statements made by the employees, contractors or agents of Sightique contained in any website, brochures, catalogues, sales literature or correspondence are intended to have any legal effect unless expressly agreed in writing and signed by a duly authorised representative of Sightique.
- 2.6 These terms and conditions, together with the Quotation and Order, in respect of the ordered Products, contain the entire agreement between Sightique and the Purchaser in relation to the Contract. They supersede and replace any prior written or oral agreements, representations or understandings between Sightique and the Purchaser relating to the Contract. The Purchaser acknowledges that it has not entered into the Contract based on any representation that is not expressly incorporated into the Contract. Nothing in the Contract shall exclude or limit liability for fraud or as to a fundamental matter.
- 2.7 To the extent that there is any conflict between the Conditions and the Quotation, the terms and conditions shall prevail.
- 2.8 These terms and conditions apply to each and every Order placed by the Purchaser with Sightique from time to time.

3 BINDING CONTRACT

- 3.1 If the Purchaser would like to purchase any Products, it shall first ask Sightique for a Quotation.
- 3.2 Within one month of the date of a Quotation, which Sightique has not revoked (orally, by e-mail or in writing), the Purchaser shall submit its Order in writing or electronically to Sightique. The Purchaser shall ensure that the Order is on an Order Form and in the same terms as the Quotation, and is either on the same document as the Quotation or expressly refers to the relevant Quotation.
- 3.3 The Contract is formed when Sightique receives the Purchaser's Order in respect of a Quotation which Sightique has not previously revoked (orally, by e-mail or in writing).
- 3.4 Sightique may supply Products with modifications or improvements incorporated into them, provided the Purchaser is informed of the modifications and improvements and the Purchaser has accepted them.
- 3.5 Notwithstanding anything contained herein, in the event that a Quotation, Order, or Order Form were not submitted, the Terms and Conditions contained herein shall nonetheless be binding on the Purchaser in respect of all and any Product sold and delivered by Sightique.

4 PACKAGING

The packaging of the Products shall be in accordance with Sightiques' customary packaging practices.

5 DELIVERY AND RISK

- 5.1 Unless otherwise stipulated in the Quotation, delivery is at Sightiques' place of business or warehouse.
- 5.2 Unless otherwise agreed in writing by Sightique any date for delivery stated in the Quotation or the Order or otherwise provided by Sightique shall not be of the essence and is an estimate only. To the extent permitted by law, Sightique shall not be liable for any loss or damage whether arising directly or indirectly from delay in delivery.
- 5.3 The Purchaser shall ensure that it is ready for safe receipt of the Products without undue delay.
- 5.4 The Purchaser will be required to sign a delivery note upon delivery. The signing of any delivery note by the Purchaser shall be evidence that the Products have been delivered in good order.
- 5.5 All risk in the Products shall pass to the Purchaser upon delivery thereof, provided that where delivery is delayed due to breach by the Purchaser of its obligations under the Contract risk shall pass at the date when delivery would have occurred but for that breach.
- 5.6 Where delivery is not within South Africa, the Purchaser shall be responsible for complying with all applicable laws, regulations and codes of practice governing the importation and use of the Products into the country of destination and for payment of any duties or levies thereon, and its exclusive cost.

6 OWNERSHIP

- 6.1 Ownership of all products, notwithstanding delivery of the products to the Purchaser, shall remain vested with Sightique until Sightique has received payment in respect of:
- 6.1.1 the Purchase price of the products; and
- 6.1.2 all other sums of money which may become due to Sightique from the Purchaser on any account, from time to time.

7 PAYMENT

- 7.1 Sightique shall be entitled to recover payment for the Products, notwithstanding that ownership of any of the Products has not passed from Sightique.
- 7.2 The Purchaser shall make payment to Sightique by no later than 30 days after date of statement.
- 7.3 Sightique may at any time, until payment, without notice, recover possession of the products, which are the property of Sightique. The Purchaser hereby grants to Sightique for Sightique and its employees, agents and representatives an irrevocable license to enter for that purpose any premises then occupied by or in the ownership or possession of the Purchaser. The Purchaser shall indemnify Sightique against all claims, losses, damages, liabilities, costs and expenses so arising.
- 7.4 On termination of the Contract, howsoever arising, Sightiques' rights contained in this clause 7 shall remain in effect.

8 PRICE AND PAYMENT

- 8.1 The price payable by the Purchaser to Sightique for the Products shall be as stipulated in the Quotation ("the Purchase Price").
- 8.2 Unless otherwise agreed in writing, the Purchase Price of the Product:
- 8.2.1 is without discount;
- 8.2.2 is exclusive of costs of carriage, VAT, sales and import taxes, which must all be paid in full at the same time as payment for the Products, if applicable;
- 8.2.3 is exclusive of any disbursements which Sightique may incur in the sale and delivery of the Product; and
- 8.2.4 must be paid without deduction or set-off for any reason whatsoever.
- 8.3 The Purchaser shall pay Sightique by any payment method stipulated by Sightique on the Quotation or otherwise.
- 8.4 The Purchaser shall pay Sightique in the currency then in force in South Africa.
- 8.5 The Purchaser shall pay all sums due to Sightique in full without any set-off, deduction or withholding whatsoever.
- 8.6 Sightique is entitled to charge interest on any overdue amounts at the rate equivalent to the Prime Rate charged by the Standard Bank of South Africa Limited, or its successors, from time to time.
- 8.7 A certificate signed by a director or manager of Sightique, whose authority need not be proven, shall serve as *prima facie* proof of all and any amounts owing by the Purchaser to Sightique.

9 PRODUCT WARRANTY

- 9.1 To the fullest extent permitted by law, this clause 9 sets out the entire liability of Sightique to the Purchaser in respect of lost, damaged or defective Products and shall apply in lieu of all conditions, warranties or obligations which would otherwise be implied by statute, common law or otherwise.
- 9.2 Sightique warrants that:
- 9.2.1 the Products will be delivered to the Purchaser undamaged and in the quantities ordered; and
- 9.2.2 Sightiques' liability for defective or damaged Products under clause 9.2 is subject to:
- 9.2.3 the Purchaser notifying Sightique of any claim promptly upon discovery or promptly from the date when the Purchaser should have discovered the defect or damage, and in any event within the Warranty Period, being 7 days from date of delivery, specifying with reasonable detail the way in which it is alleged that the Products are defective or damaged;
- 9.2.4 the Purchaser providing Sightique with Sightiques' delivery note number and such other information as Sightique reasonably requires at the same time as the notice;
- 9.2.5 the Purchaser allowing Sightique the opportunity to inspect the Products;
- 9.2.6 the Purchaser having paid for the Products in full; and
- 9.2.7 upon Sightiques' request, the Purchaser returning the defective or damaged Products carriage and insurance paid at the Purchaser's risk to Sightiques' premises or such other location stipulated by Sightique anywhere in the world and carefully packed to avoid damage in transit. Unless and until Sightique requests the return of the Products, the Purchaser shall hold the Products safely and securely in good condition.

- 9.3 The warranty contained in this Condition is specifically limited to the Purchaser. No warranty is made to any other person, whether subsequent Purchaser or user, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 9.4 If the Purchaser makes an invalid claim under the warranty in this clause 9, Sightique may charge the Purchaser for its fees and costs in dealing with the claim.

10 LIMITATIONS OF LIABILITY

- 10.1 This clause 10 prevails over all other terms and conditions and sets forth the liability of Sightique to the Purchaser, and the Purchaser's sole and exclusive remedies of the other in respect of:
- 10.1.1 performance, non-performance, purported performance, delay in performance or mal-performance of the Contract or of any goods in connection with the Contract; or
- 10.1.2 Otherwise in relation to entering into the Contract.
- 10.2 All descriptions, representations, specifications, samples, colors, illustrations and other particulars furnished or made orally by Sightique or in catalogues, websites trade literature or other documents issued by Sightique are given for general information purposes only and the Purchaser acknowledges that it is not entering into the Contract in reliance upon any such description, representation, specification, sample or other particular. The Purchaser acknowledges that the Products may look different to photographs or pictures depending on lighting and angle.
- 10.3 Subject to the rest of this clause 10, Sightique does not accept and hereby excludes any Liability for Breach of Duty of whatsoever nature and howsoever arising pursuant to the terms and conditions of the Contract and the products supplied in terms of this Contract.
- 10.4 Subject to the rest of this clause 10, Sightique shall not have any Liability to the Purchaser in respect of any loss of whatsoever nature, howsoever arising suffered by the Purchaser in respect of the Contract whether or not such losses were reasonably foreseeable by Sightique or its agents had been advised of the possibility of the Purchaser incurring such losses.
- 10.5 Subject to the rest of this clause 10 and the exclusions and limits set out in the rest of the Contract, the total Liability of Sightique arising out of or in connection with a claim or claims made by the Purchaser in respect of loss or damage suffered by the Purchaser shall be limited to an amount of R1000.00 ("One Thousand Rand").
- 10.6 The limitation of Liability under clause 10.5 has effect in relation both to any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of the Contract.
- 10.7 In this clause 10:
- 10.7.1 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and
- 10.7.2 "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including, without limitation, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to "the Contract" shall be deemed to include any collateral contract).

11 FORCE MAJEURE

- 11.1 Sightique shall not be liable for any breach, hindrance or delay in the performance of the Contract attributable to any cause beyond its reasonable control, including without limitation Act of God, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including without limitation electrical, telecoms or general Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.
- 11.2 Each party shall bear its own costs incurred by the Event of Force Majeure.
- 11.3 Should any performance of obligations be delayed under this clause 11, the Purchaser shall nevertheless accept performance as and when Sightique shall be able to perform.

12 DEFAULT, WINDING UP

- 12.1 In the event that the Purchaser:
- 12.1.1 is in breach of any of its obligations under the Contract; or
- 12.1.2 is unable to pay its debts or has a petition for administration or winding up presented against it or commences winding up proceedings or has a receiver or manager appointed over any of its property or assets or enters into any composition with creditors generally or takes or suffers any steps preparatory thereto or if any distress or execution is levied or threatened to be levied on any of the property or assets of the Purchaser;
- 12.1.3 Sightique may terminate the Contract immediately on giving notice and retain any deposit or advance payment and the Purchaser shall indemnify Sightique against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to Sightique from the Purchaser shall become immediately payable.
- 12.2 On the happening of any of the events in clause 12.1, then if the Purchaser has not paid Sightique in full for the Products the Purchaser shall:
- 12.2.1 not sell or use the Products in any way and shall immediately inform Sightique of the occurrence of the event in clause 12.1; and
- 12.2.2 immediately deliver the Products in which Sightique has reserved ownership to such address as Sightique shall specify.
- 12.3 Termination of the Contract shall be without prejudice to any accrued rights or remedies of Sightique. Termination of the Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13 NOTICES

- 13.1 The Parties choose domicilia citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from or pursuant to this Agreement as follows –
- 13.1.1 Sightique – Villa Miller, 133RE Lachlan Rd, Glenferness Estate, Kyalami
- 13.1.2 The Purchaser and the Surety - the address disclosed as the Purchaser's street or physical address on the application for credit form by Sightique.

- 13.2 Each of the Parties shall be entitled from time to time, by written notice to the others, to vary its applicable domicilium to any other address within the Republic of South Africa which is not a post office box or *poste restante*, provided that any such change of domicilium will only become effective on the tenth Business Day after the delivery of such notice to the other Parties.
- 13.3 Any notice given and any payment made by any party to another ("the addressee") which –
- 13.3.1 Is delivered by hand or, in the case of a notice, transmitted by telefacsimile or e-mail during the normal Business hours of the addressee at the addressee's domicilium at the relevant time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the first Business Day after the date of delivery or transmission, as the case may be;
- 13.3.2 Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium at the relevant time shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourteenth Business Day after the date of posting,
- 13.3.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by the addressee shall be regarded as an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

14 GENERAL

- 14.1 This Agreement constitutes the whole Agreement between the Parties in regard to the subject matter thereof.
- 14.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any dispute arising under this Agreement and no extension of time, waiver or relaxation or suspension of or Agreement not to enforce or suspend or postpone the enforcement of any of the provisions or terms of this Agreement or any Agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 14.3 No extension of time or waiver or relaxation of any the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall operate an estoppel against any party in respect of its rights under this Agreement, nor shall it preclude such party thereafter from exercising its rights in accordance with this Agreement.
- 14.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein, whether it induced the contract and/or whether it was negligent or not.

15 JURISDICTION

- 15.1 In the event of there being any dispute arising out of these Terms and Conditions, the application, termination, or interpretation thereof, or if there are any outstanding amounts owing by the Purchaser to Sightique:
- 15.1.1 The Purchaser and Surety hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 in respect of any action instituted by Sightique against it;
- 15.2 Notwithstanding the aforesaid, Sightique shall at its sole and exclusive election, elect to:
- 15.2.1 proceed in the High Court.
- 15.3 Nothing herein will preclude any party from obtaining relief by way of Motion Proceedings on an urgent basis or otherwise, or from instituting any interdict, injunction or any similar proceedings in a court of competent jurisdiction.
- 15.4 In the event that Sightique institutes proceedings against the Purchaser for any reason whatsoever, the Purchaser agrees to pay all costs incurred by Sightique in such proceedings on an attorney and client scale, including collection charges, tracer fees, and any other costs incurred in enforcing the claim.

16 NATIONAL CREDIT ACT 34 OF 2005

- 16.1 To the extent that the National Credit Act 34 of 2005 ("the Act") is applicable to the purchase and sale of the Product:
- 16.1.1 the Purchaser hereby warrants and represents to Sightique that it is not commercially insolvent, that its assets exceed its liabilities, that credit, if any, granted by Sightique has not in any manner or form been extended recklessly, that it is not over-indebted;
- 16.1.2 in the event that the Purchaser at any stage becomes over-indebted it undertakes to inform Sightique immediately and without delay, and shall from then on not place any further Orders with Sightique, and shall at that stage return any Product to Sightique, without refund;
- 16.1.3 by the Act of placing Orders with Sightique from time to time, the Purchaser gives the warranties and representations mentioned in 7 above in respect of each and every Order so placed, and as such the Purchaser will not be able to raise the defense of over-indebtedness (in terms of the Act) for non-payment for Product;
- 16.1.4 In the event that the Purchaser becomes over-indebted, the members/directors/trustees, as the case may be, of the Purchaser shall then and in such event, and by virtue of the deed of suretyship incorporated herein, become personally liable for any outstanding amounts owing to Sightique by the Purchaser, and for all obligations by the Purchaser, in terms of these Terms and Conditions;

- 17 For the purpose of giving any notice to the Purchaser or Surety in terms of the Act the Purchaser hereby chooses its chosen domicilium citandi et executandi mentioned in 13 above

We/I, the undersigned,
FULL NAME: _____ **IDENTITY NUMBER:** _____
FULL NAME: _____ **IDENTITY NUMBER:** _____

ON BEHALF OF SIGHTIQUE:			
SIGNATURE:		(DULY AUTHORISED)	
THE SIGNATORY WARRANTING HIS/HER AUTHORITY TO SIGN ON BEHALF OF SIGHTIQUE			
AS WITNESS FOR SIGHTIQUE:			
NAME:		SIGNATURE	

18.1 do hereby irrevocably interpose and bind ourselves/myself as surety in solidum for and co-principal debtor jointly and severally with the Purchaser (the PRINCIPAL DEBTOR) unto and in favour of Sightique (THE CREDITOR) its successor-in-title and assigns, for all its obligations actual or contingent and/or all or any sums of money which the PRINCIPAL DEBTOR or PRINCIPAL DEBTOR'S Estate on liquidation may owe to the CREDITOR and for the due and faithful performance of all obligations and payments by the PRINCIPAL DEBTOR of all monies and obligations which may be due or become due and owing from time to time by the PRINCIPAL DEBTOR to the CREDITOR from any cause whatsoever and howsoever arising.

18.2 this suretyship and undertaking shall be a continuing covering security for any present or future indebtedness of the PRINCIPAL DEBTOR to the CREDITOR and shall remain in full force and effect, notwithstanding any fluctuation in or even the temporary extinction of such indebtedness. This Deed of Suretyship cannot be revoked before the obligations by the PRINCIPAL DEBTOR in favour of the CREDITOR or any extensions thereof expires or is terminated by agreement and shall remain in full force and effect until all the obligations of the PRINCIPAL DEBTOR have been fulfilled.

18.3 The CREDITOR shall be entitled without reference or notification to us/me and without affecting its rights hereunder, and without releasing us/me hereunder to take whatever steps it deems fit against the PRINCIPAL DEBTOR to release other securities and/or sureties and/or grant the PRINCIPAL DEBTOR extensions of time for payment and/or to compound or to make any other arrangements with the PRINCIPAL DEBTOR for the discharge of the PRINCIPAL DEBTOR'S indebtedness. Any lenience or extension of time which may be granted to the PRINCIPAL DEBTOR or variation or alteration of the Agreement of Purchase and Sale or future agreement between the PRINCIPAL DEBTOR and the CREDITOR shall not be construed as a waiver of any of the CREDITOR'S rights or claims against us/me hereunder or as a novation of any claim and shall in no way release us/me from my liability hereunder.

18.4 in the event of the PRINCIPAL DEBTOR'S estate being liquidated (whether provisionally, finally, compulsorily or voluntarily) the CREDITOR shall be entitled to accept any dividend on account and in reduction of the PRINCIPAL DEBTOR'S indebtedness without prejudice to its rights against us/me, which rights shall further not be prejudiced by its acceptance of any other securities, guarantees or suretyships arising out of such liquidation or by its acceptance of any offer of compromise made by or on behalf of the PRINCIPAL DEBTOR, whether then insolvent or otherwise.

18.5 We/I hereby agree and declare that all acknowledgements of indebtedness and admissions by the PRINCIPAL DEBTOR to the CREDITOR shall be binding on us/me.

18.6 For the purpose of any action against us/me for provisional sentence, or for identical or similar relief, a certificate by the CREDITOR as to the amount owing by the PRINCIPAL DEBTOR to the CREDITOR and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the facts therein stated until the contrary has been proved.

18.7 We/I hereby renounce the benefits of the legal exceptions "non causa debiti", "errore calculi", "excusson", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts", with the meaning and effect of all of which we/I declare ourselves/myself to be fully acquainted.

18.8 We/I hereby agree and consent that the CREDITOR shall at its option be entitled to institute any legal proceedings which may arise out of or in connection with this Deed of Suretyship in any Magistrate's Court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court, but agree that notwithstanding the above, the CREDITOR shall nevertheless be entitled to institute any action arising out of this Deed of Suretyship out of any forum which may otherwise have jurisdiction including the High Court. We/I further undertake to pay all or any costs as between Attorney and own client that may be incurred by the CREDITOR.

18.9 We/I hereby choose *domicilium citandi et executandi* at the address set out in 13 above, at which address all notices and communications may be addressed to us/me. The provisions of 13 above shall apply to us/me *mutatis mutandis*, for the giving of any notice as contemplated therein.

18.10 We/I agree and record that the CREDITOR may at any time without our consent cede, assign, transfer or make over all its right, title and interest in and to and arising out of this Deed of Suretyship.

18.11 The provisions of this Suretyship are expressly declared by us/me to be incapable of variation, amendment or waiver without the written consent to any such variation, amendment or waiver being furnished by the CREDITOR.

18.12 We/I acknowledge that this suretyship was complete in all essential respects and properly witnessed at the time of signature by us/me, and not signed under duress or undue influence.

18.13 We/I also warrant that in the event that the PRINCIPAL DEBTOR defaults on any of its obligations in terms of the agreement, and, we/I are/am called upon to fulfill any obligations as surety, we/I warrant that we/I are/am not over-indebted and certainly able to afford payment of the instalments, and interest, and all the charges in terms of this agreement, and that credit, if any, given in terms of this agreement has not been given recklessly, or unfairly.

THUS DONE and SIGNED at _____ on this the _____ day of _____ in the presence of the undersigned witnesses.

FULL NAMES OF SURETY:			
SIGNATURE:			
FULL NAMES OF SECOND SURETY:			
SIGNATURE:			
AS WITNESSES FOR THE SURETY/IES:			
NAME:		SIGNATURE:	
NAME:		SIGNATURE:	

THUS DONE and SIGNED at _____ on this the _____ day of _____ in the presence of the undersigned witnesses.

NAME OF PURCHASER:			
SIGNATURE:		(DULY AUTHORISED)	
THE SIGNATORY WARRANTING HIS/HER AUTHORITY TO SIGN AND CONTRACT ON BEHALF OF THE PURCHASER			
AS WITNESSES FOR THE PURCHASER:			
NAME:		SIGNATURE:	
NAME:		SIGNATURE:	

THUS DONE and SIGNED at _____ on this the _____ day of _____ in