SALE AGREEMENT WITH A DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

Herholdt's Group (Pty) Ltd
Reg:2013/219973/07
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www.herholdts.co.za

BFN ☐ CEN ☐ CTB ☐ CTM ☐ DUR ☐ GEO ☐ JHB ☐ KIM ☐ NLP ☐ PLZ ☐

COMPANY DETAILS

Registered Name:			
Trading Name:			
Date Established:		Telephone No:	
Registration No:		Fax No:	
VAT Reg No:		Alternative No:	
Industry:		Email address:	
Contact Person:		Contact Person Cell No:	
Website:			

Nature of Business:			Contractors		Electrical Wholesalers		Export Customers
	Solar EPC		Hotels & Guest Houses		Panel Builder		Solar Installer
	Hospitals & Clinics		Property Developers		Farming & Agriculture		Shopping Malls & Centres
	Government Institutions		Other Businesses		Body Corporates		Schools
	Other Distributors		Industry & Manufacturing		Mining		Hardware
	Solar Finance Companies		Online Store (Box Dropper)		Solar Distributors		Security, CCTV

Bankers:		Branch:		Account No.:	

Business Address:		Owned		Leased		Rented	
(If rented) Landlord Name:							
Delivery Address: (Street address)							
Invoicing Address: (Postal address)		Attention:					

Any property in Buyer's name?	YES / NO	(If YES) please state address:		

Bond Amount	R	Outstanding Amount	R	Bank:	

ASSETS AND ANNUAL TURNOVER OF THE BUSINESS (JURISTIC PERSON) FOR THE PURPOSE OF THE NATIONAL CREDIT ACT 34 OF 2005. As per Sections 4(1)(a)(i) and 7 (1)(a) please disclose the following of your business in terms of section 4(2)(a) of the said Act read with Government Gazette Notice 713 of 2006 by marking the relevant box(s) with a "X".

ANNUAL TURNOVER	OVER 1 MILLION		UNDER 1 MILLION	
GROSS ASSET VALUE	OVER 1 MILLION		UNDER 1 MILLION	

ASSETS AND ANNUAL TURNOVER OF THE BUSINESS (JURISTIC PERSON) FOR THE PURPOSE OF THE CONSUMER PROTECTION ACT 68 OF 2008. As per Sections 5(2)(b) and 6 please reveal the following of your business in terms of the said Act read with Government Gazette Notice 294 with GG34181 dated 1 April 2011 by marking the relevant box(s) with a "X".

ANNUAL TURNOVER	OVER 2 MILLION		UNDER 2 MILLION	
GROSS ASSET VALUE	OVER 2 MILLION		UNDER 2 MILLION	

CREDIT LIMIT REQUIRED BY BUYER	MINIMUM CREDIT LIMIT	R
	MAXIMUM CREDIT LIMIT	R

OWNERS / DIRECTORS / MEMBERS / PARTNERS FULL DETAILS

Full Names	ID Number	% Interest	Residential Address	Owner Yes/No	
			Are Owner/Directors/Members/Partners prepared to sign Personal Guarantees?		

If there is insufficient space, please refer to an attached document. Note that the document must be signed by all listed parties.

Initial

TRADE REFERENCES

Company	Contact Person	Contact Number	Email

APPLICATION DETAILS

Anticipated Monthly Purchases			Cash Account (CBD)
R			30 Days from Statement
			Other

TERMS AND CONDITIONS OF SALE

1) Any order resulting from here on shall be subject to the conditions herein unless varied by the Supplier in writing and these conditions will take precedence over any terms, conditions or stipulations contained in any of the Buyer's documentation which may be in conflict herewith. Should the Buyer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Buyer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the Supplier in writing with specific reference to the Buyer's contrary documentation.

2) Prices and discounts are those ruling at the date of dispatch of the goods and the Supplier reserves the right to adjust or change any prices and/or discounts at any time on reasonable notice to the buyer.

3) Subject to the Buyer being granted credit terms by the Supplier, the buyer acknowledges that payment is due within (30) thirty days from date of statement, which date will be the last day of each succeeding month during which a particular delivery was made. Should the Buyer be entitled to any settlement, this is to be agreed in writing by the Supplier. To qualify for any settlement discount, the payment need to reflect in the bank account of the Supplier on or before the last day of the month within the agreed terms.
   i) In the event that the account becomes overdue, the Supplier shall be entitled to charge a fixed interest on the overdue balance of 24% per annum.
   ii) "The Buyer may, at its option, from time to time without premium or penalty hereunder, provide upfront payment for any sale made to it in accordance with the terms and conditions set out herein. The Supplier shall subsequently apply all monies standing to the credit of the Buyer towards the settlement of all amounts owing to the Supplier in terms of any statements issued and the Supplier shall indicate the amounts left outstanding, to the extent that such monies are insufficient, or the amount left standing to the credit of the Buyer, to the extent that such monies exceed the monies owed, in the statement issued to the Supplier."

4) The Supplier has the discretion at all times whether or not to sell to the Buyer. The Supplier may withdraw any limit or withdraw the account facility or may vary the extent, nature and duration of such facilities at any time without prior notice and without giving reason, therefore.
   i) The Supplier has the right to adjust the Buyer's limit without written consent to cater for increased or reduced buying patterns.

5) The Supplier's discretion to sell in terms hereof may be guided by inter alia the following:
   i) The availability of stock.
   ii) Timeous receipt by the Supplier of any drawings, designs and specifications that may be required by the Supplier from the Buyer provided that such drawings, designs and specifications shall be deemed to have been given to the Supplier for the purpose of description only and shall not form part of the contract.

6) Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only. Under no circumstances shall the Buyer be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Supplier arising from late delivery

7) The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any delay in delivery of the goods ordered.

8) Ownership in the goods sold and delivered to the Buyer on account shall pass to the Buyer only when all amounts due by the Buyer to the Supplier has been paid, notwithstanding delivery of the goods to the Buyer. Risk in and to the goods shall however pass to the Buyer on delivery.

9) A signed Delivery Note shall constitute prima facie (at face value) proof that the goods have been delivered to and received by the Buyer in good condition, whether signed by the Buyer, an employee, an agent or a representative of the Buyer.

10) Set off shall operate automatically as a matter of law at the moment reciprocal debts between the Supplier and the Buyer come into existence and independently of the will of the parties and it shall not be necessary for either the Supplier or the Buyer to specifically raise set off. Upon the operation of an automatic set off aforementioned, the debt shall be mutually extinguished to the extent of the lesser debt with retrospective effect.

11) The Buyer agrees and acknowledges that in the event of –
   i) the Buyer breaching any condition contained in these conditions;
   ii) the Buyer failing to pay any amount due and payable on due date;
   iii) the Buyer suffering any civil judgment to be taken or entered against it;
   iv) the Buyer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;
   v) the Buyer passing away;
   vi) the Buyer's estate being placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management, as the case may be;

   then the Supplier shall, without detracting from any other remedies which may be available to it, be entitled to cancel the sale of the goods to the Buyer on reasonable notice to repossess those goods sold and delivered by the Supplier to the Buyer, or to claim specific performance of all of the Buyer's obligations, whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Supplier's right to claim damages. In addition, the Buyer shall be precluded from raising any complaints or disputing liability to the Supplier in any way unless it shall have notified the Supplier of its complaints or grounds of dispute in writing within 7 days of receipt of the goods in question. Notwithstanding the timeout raising of a complaint or dispute of liability by the Buyer, the Buyer shall, under no circumstances, be entitled to withhold payment in respect of the goods from the Supplier pending the resolution of such dispute or complaint. Subject to the foregoing, the Supplier shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing, replacing the goods in question, or refunding the whole or part (as the case may be) of the contract price paid to it by the Buyer in respect of such goods.

12) Should the Buyer have any complaint of whatsoever nature concerning any of the goods which are not manufactured by the Supplier, it shall be entitled to require the Supplier to cede to it any rights, which the Supplier may have against the original Supplier of those goods but shall have no other claim against the Supplier in respect of the matter complained of. The Buyer shall not be entitled to withhold payment from the Supplier in respect of such goods for any reason whatsoever.

13) Should the Supplier agree to accept the return of any goods, the Buyer shall be liable to pay the Supplier a handling charge of not less than 10% on the invoiced price of the goods so returned. (subject to damages suffered, the purchase price will be repaid, where applicable by set off against other amounts due by the Buyer).

14) In the event of the Supplier or its agents instructing attorneys to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing charges.

15) In the event of the Supplier or its agent instructing a Debt Collector to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay collection commission in accordance with the Debt Collectors Act (Act. 114 of 1998).

16) No Warranties, Guarantees or other undertakings relating to the returns, exchanges or replacement of any goods provided, other than those contained in the Supplier's Returns, Warranty and Replacement Policy, and the Herholdt's Aftersales Policy will apply.
   i) Please refer to the policies, which can be downloaded from the Supplier's website, to ensure understanding of the processes, limitations and details of the applicable warranties, including but not limited to requirements for proper installation of goods, qualification of installers and proper use requirements.
   ii) The Buyer acknowledges and confirms they have read, are acquainted with and consent to all Terms and Conditions contained in the aforementioned Policies, including those relating to warranties, and are responsible for ensuring the related details are suitable prior to ordering any Goods from the Supplier.
   iii) The Supplier offers no additional warranties for the performance of any services or provision of any goods from any third party.

17) Should the Buyer have previously made application to the Supplier for credit facilities, which said application would have embodied terms and conditions and should the Buyer have furnished any security to the Supplier for the due obligations of the Buyer to the Supplier on any previous occasion, the customer records and acknowledges that the signature by it on this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Supplier. The Buyer furthermore records and acknowledges that, in so far as any provision contained herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this document shall prevail.

18) When the Supplier is required to manufacture or supply goods to the Buyers' specification and/or drawings, or carries out work according to the Buyer's instructions, or those of its nominees, the Supplier accepts no responsibility for the efficiency or workability of goods so manufactured or work so carried out.

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19) Save as otherwise specifically provided for herein or as contained in the **Supplier's Returns, Warranty and Replacement Policy** or **Herholdt's Aftersales policy**, the Supplier shall not be liable to the Buyer, or to any other person, for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit, or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any breach by the Supplier of any of its obligations under these conditions or out of any other court whatsoever. The Buyer hereby indemnifies the Supplier against any claim which may be made against the Supplier by any other person in respect of any matter for which the liability of the Supplier is excluded in terms of the foregoing.

20) The buyer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act, No.32 of 1944, as amended, having jurisdiction under Section 28 of the said act, notwithstanding that the claim may exceed the normal jurisdiction of the Magistrate's Court.

21) The Buyer nominates as it's address for services for all notices or processes arising here from as the address reflected on the face hereof under the heading "Registered office/Physical address", and the surety nominates as his address for services for all notices or processes arising here from the address reflected on the face hereof alongside his name, for service upon the Buyer and the Surety respectively of all notices and processes in connection with any claim for any sum due to the Supplier or any ceded claims.

22) No relaxation or indulgence granted to the Buyer by the Supplier, at any time, shall be deemed to be a waiver of any of the Supplier's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppel against the Supplier.

23) Any agreement purporting to vary or novate the terms of this agreement, or any consensual cancellation, shall not be valid unless reduced to writing and signed by the Buyer and the Supplier.

i) The Buyer understands that the information given in relation to this agreement will assist the Supplier in determining whether or not to sell to the Buyer and will be used by the Supplier for the purposes of assessing its creditworthiness. The Buyer confirms that the information given by it is accurate and complete. The Buyer further agrees to update the information supplied, as and when necessary, to ensure the accuracy and completeness of the above information.

ii) The Buyer hereby authorises the Supplier or its agents at all times to contact and request information from any persons, credit bureaux or businesses, including those mentioned under trade references, and to obtain any information relevant to the Buyer's credit assessment. (to determine the Buyers ability to pay for the goods)

iii) If the Buyer fails to meet its obligations under these terms and conditions of sale, it authorises the Supplier or its agents to record its non-performance with any credit bureau, which information will be available to third parties. The Buyer further authorises researching its records at any credit bureaux, use new information and data obtained from any credit bureaux in respect of details of how the Buyer has performed in terms of these terms and conditions of sale.

The Buyer hereby authorises the Supplier or its agents at all times to furnish information concerning the Buyer's dealings with the Supplier, including without being limited to, the Buyer's credit worthiness and defaulting payments to the Supplier.

24) The Buyer and Surety agree that in the event of the account becoming overdue and remaining unpaid for 30 days past original due date, that the Supplier and / or its agents may adverse list the Buyer and /or Surety with any credit bureau and that this clause serves as Notice of this due action.

25) In these conditions, words importing one gender shall include the other gender, and words importing the singular, shall include the plural (and vice versa)

26) Further to the conditions as contained herein, the Buyer acknowledges and confirms they have read, are acquainted with and consent to the conditions as contained in **the Supplier's Confidential Information Policy**.

i) The Buyer acknowledges and agrees that any and all information provided to it by the Supplier, including, but not limited to, information of a technical, commercial, financial or legal nature, is strictly confidential and must be protected and safeguarded by the Buyer to prevent unauthorised use, disclosure or sharing of such confidential information and the Buyer shall use the same standard of care used to safeguard its own information of a confidential nature (but no less than a reasonable standard of care) and take all reasonable steps to prevent any unauthorised disclosure of the confidential information.

ii) The Buyer undertakes not to, and shall procure that each of its directors, officers, employees, agents and professional advisers who are required to receive any confidential information pursuant to the terms of this Agreement shall not, disclose any confidential information to any other person, other than with the prior written consent of the Supplier.

iii) The Buyer acknowledges that a breach of this clause may cause irreparable loss, harm and damage to the Supplier and hereby indemnifies and holds the Supplier harmless against any loss, action, expense, claim, harm or damage, of whatsoever nature, suffered or sustained by the Supplier pursuant to a breach of this Agreement by the Buyer or any of its representatives, officers or employees.

PERMISSION TO USE YOUR PERSONAL INFORMATION

By completing this Sale Agreement:

27) The Buyer hereby voluntarily authorises the Supplier to process the Buyer's and/or its employees' personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Supplier).

28) The Buyer indemnifies the Supplier against any action by the employees of the Supplier insofar as processing of their personal and special personal information is concerned.

29) Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure, or destruction of information. This consent is effective immediately and will endure until the relationship between the Buyer and the Supplier has been terminated.

30) By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails, and the like from the Company.

31) The Supplier is the responsible party in respect of such personal information, as envisaged in POPI and the regulations thereto and its address and contact details appear at the top of page 1 hereof.

32) The Supplier herewith warrants to take appropriate, reasonable technical and organisation measures to prevent loss of damage to or unauthorised destruction of the Buyer's personal information and unlawful access to or producing of the Buyer's personal information.

33) In the event that the Supplier's becomes aware of any unauthorised use of the Buyer's personal information, the Supplier will notify the Buyer thereof.

PROTECTING YOUR SPECIAL PERSONAL INFORMATION

34) By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the Supplier.

YOUR RIGHTS IN TERMS OF THIS CONSENT

35) It shall remain the Buyers obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

TRANS-BORDER FLOW OF INFORMATION

36) The Buyer hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Buyer's behalf.

CESSION OF CLAIMS

37) The Buyer and Surety hereby jointly and severally, irrevocably and in rem suam (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of the Supplier, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Buyer and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Buyer and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in securitatem debiti (as security for the debt)and is not an out-and-out cession.

38) Should it transpire that the Buyer and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Buyer and/or Surety's reversionary rights.

39) This Cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Buyer and/or Surety's indebtedness to the Supplier.

40) For the purpose of giving effect to the foregoing Cession both the Buyer and Surety hereby nominate, constitute and appoint the Supplier to be its Attorney and Agent, in rem suam (concerning (in) one's own affairs), with full authority for the Buyer and/or Surety and in the Buyer and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Buyer and/or Surety's behalf and in the Buyer and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Buyer and/or Surety's.

41) The Buyer and Surety agree that, on request by the Supplier, they shall be obliged to hand over to the Supplier all books of account, contracts, invoices, documents and the like which it may require for thepurposes of ascertaining the amounts due to the Buyer and/or Surety for the purpose of recovery of payment.

42) The Buyer and Surety shall be obliged to furnish the Supplier with a schedule of all debts due to the Buyer and/or Surety by its debtors monthly and upon demand. Notwithstanding the foregoing, the Supplier or its nominee shall at all times be entitled to inspect all or any of the Buyer and Surety's records as the Supplier deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of the Supplier hereunder, and the Supplier shall at all times be deemed to have perfected its security in terms hereof.

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SALE AGREEMENT WITH A DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

Herholdt's Group (Pty) Ltd
Reg:2013/219973/07
VAT:4610107858
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ANNEXURE A — CUSTOMER INFORMATION AND FICA REQUIREMENTS

To the Sale Agreement with a Deed of Suretyship incorporating Cession of Claims — Herholdt's Group (Pty) Ltd

This Annexure forms part of the Agreement and is incorporated into the Terms and Conditions. By signing the Agreement the Buyer accepts the provisions of this Annexure. Where this Annexure conflicts with the Terms and Conditions, this Annexure prevails. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Registered Name of Buyer: ______ **Registration No:** ______

HOW DID YOU HEAR ABOUT HERHOLDT’S

☐ **Social Media** ☐ **Radio** ☐ **Event** ☐ **Word of Mouth** ☐ **Online Ad** ☐ **Google / Online Search** ☐ **Other**

If other, please specify: ______

ULTIMATE BENEFICIAL OWNERSHIP

Complete for every natural person who ultimately owns or exercises effective control of the Buyer, in terms of section 21B of FICA. Where control is exercised otherwise than through shareholding, describe the nature of that control. Attach a signed schedule if there is insufficient space.

Full Name	ID / Passport No	Date of Birth	Shareholding %	Nature of ownership or control

ADDITIONAL CONSENTS AND ACKNOWLEDGEMENTS

26A) The Buyer acknowledges that the Supplier is an Accountable Institution in terms of the Financial Intelligence Centre Act, 38 of 2001 (“FICA”), and as such is required to comply therewith, including the performance of customer due diligence on new and existing Buyers.

26B) The Buyer understands that customer due diligence is conducted in accordance with the Supplier’s Risk Management and Compliance Programme, and consents to the processing of personal, special personal or confidential information in accordance with the requirements of the Supplier’s Know Your Customer assessments.

26C) The Buyer’s consent to the processing of special personal information, as defined in the Protection of Personal Information Act, 4 of 2013, extends to processing by any subsidiary or associated company of the Supplier, their successors in title or assigns, and any credit bureau, other service provider or third-party data supplier, where required or permitted by applicable legal or regulatory requirements.

26D) The Buyer’s obligation to update its personal information and special personal information extends to any update required by the Financial Intelligence Centre Act, 38 of 2001.

FINANCIAL INTELLIGENCE CENTRE ACT (FICA)

53) The Buyer acknowledges the Supplier’s obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds the Supplier harmless against any claim of whatsoever nature instituted against the Supplier by a third party arising from any action taken by the Supplier in discharging its obligations in terms of FICA.

54) By agreeing to the Terms and Conditions herein, the Buyer warrants that the funds used by the Buyer to pay for any of the goods or services provided by the Supplier to the Buyer —
   i) are not derived from unlawful activities;
   ii) are not linked to an offence of terrorist financing;
   iii) have not been used for money laundering purposes; and
   iv) have not been used to assist an offence being committed that relates to money laundering or terrorist financing.

55) The Buyer further acknowledges that the Supplier is required to submit various reports to the Financial Intelligence Centre relating to FICA compliance, and indemnifies the Supplier against any loss, damage or harm which arises directly or indirectly as a result of the Supplier submitting any report as required by FICA or the Supplier’s Risk Management and Compliance Programme.

56) The Buyer understands and acknowledges that the Supplier’s Know Your Customer assessments are risk-based and may include the assessing of, or research into, the Buyer’s creditworthiness through, and the recording and submitting of records of the Buyer’s payment conduct to, any credit bureau, registered Financial Service Provider or other third-party service provider.

☐ **The Buyer has read and expressly consents to the FICA provisions set out in this section.**

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CESSION BY SUPPLIER

43) Should the Supplier cede its claim against the Buyer and surety to any third party ("the Cessionary"), then the above Cession of Claims and Deed of Suretyship shall be deemed to have been given by the buyer and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession or at any time thereafter be or become owing by the Supplier and Surety to the Cessionary (whether acquired the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Cession of Claims and Deed of Suretyship as if such Cessionary were the supplier hereunder.

44) The Buyer agrees that if one clause is found to be invalid, this invalid clause does not affect the validity of the remainder of the agreement.

SIGNATORIES

Authorisation

1. I the undersigned warrant that I am duly authorized by the buyer to sign this agreement on its behalf and that the above information is true, correct, and complete in all respects.
2. I Agree that all transactions concluded with the supplier will be subject to the terms and conditions of sale on the reverse hereof, which I acknowledge having read and understood.
3. I Do hereby acknowledge and agree that by my signature hereto I bind myself, in accordance with clauses 33 to 44 as surety and co-principal buyer in solidum with the buyer in favour of the supplier for thedue payment by the buyer of all amounts which may now or at any time hereafter become payable by the buyer to the supplier.

Credit Bureau Consent

I/we hereby consent to The Supplier or its cessionary/ies making enquiries to my/our records and trade reference with any credit reference agency or any third party to confirm the details provided and confirm that this consent shall apply in every respect to every director, shareholder, member and/or associate of the Buyer. As signatory to this application, I/we hereby indemnify you or your cessionary/ ies against any claim that may be made against you or your cessionary/ies by any director, shareholder, member and/or associate of the Buyer by virtue of this consent.

Certificate

I certify to the best of my knowledge and belief that the above information is true and correct in every detail and I/we are not aware of any matters or circumstances which I/we have not disclosed to you or inwriting, which might influence your decision. I/we certify that there are no writs, summonses, judgements, petitions, winding up order or pending applications for liquidation or threatened against the Buyer or its directors/shareholders.

Full names	ID Number	Residential Address	Signature

Dated at: ____ **on the** _______ **day of** ____ **20** _________

DEED OF SURETYSHIP

45) I/We the undersigned do hereby bind myself/ourselves, as surety(ies) and co-principal debtor/s jointly and severally and in solidum with:

Registered Name of Company

____

unto and in favour of **HERHOLDT'S GROUP** (hereinafter referred to as the "Creditor") or its successors in title or assigns for the due and punctual payments of all amounts of whatsoever nature and/or for the performance of any obligation, all of which may now be or in the future become due payable or owing by the Principal Debtor/s to the Creditor for any reason whatsoever.

46) The signatory hereto binds himself as surety and co-principal Buyer in solidum with the Buyer in favour of the Supplier for the due payment of all amounts which may at any time be payable by the Buyer to the Supplier from any cause use of action whatsoever and whether acquired by the Supplier by way of cession or otherwise. The terms and conditions of this Sale Agreement shall apply *mutatis mutandis (in precisel the same manner)*, to the Suretyship. The Surety/ies further waives the benefits of excussion and division (by renouncing these benefits, the Supplier becomes entitled to sue any one Surety for the full amount owing without first proceeding against or suing the Buyer or any other Surety) and of the legal exceptions non numeratae pecuniae (by renouncing this benefit as Surety is precluded from raising the defence that no money of equivalent thereof has passed between the Buyer and the Supplier) and non-causa debiti (by renouncing this benefit a Surety is precluded from raising the defence that there was no cause of action or reason for the Buyers indebtedness to the Supplier) and acknowledges himself to be fully acquainted with the meanings of these terms.

47) This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the Buyer's indebtedness to the Supplier. It may not be withdrawn revoked or cancelled by the Buyer without the Supplier's prior written consent. Any consensual cancellation or withdrawal of this suretyship by the Buyer and the Supplier shall only be valid and effective if reduced to writing and signed by both parties thereto.

48) Any admission of liability by the Buyer shall be binding upon the surety.

49) A certificate under the hand of any director or manager of the Supplier (whose appointment need not be proved) as to the existence and the amount of the Buyer's indebtedness and the surety's indebtedness to the Supplier at any time, as to the fact that such amount is due and payable, the amount of 24% per annum, accrued thereon and as to any other fact, matter or thing relating to the Buyer's indebtedness to the Supplier and the surety's indebtedness to the Supplier, shall be sufficient and satisfactory proof of the contents and correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Buyer and/or the surety in any competent court and shall be valid as a liquid document for such purpose.

50) I/ We hereby guarantee in favour of the Supplier/Creditor, the payment of all and / or any debts which are the subject matter of this deed of suretyship.

51) I/ We furnish the guarantee to the Supplier/Creditor as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this deed of Suretyship).

52) I/We guarantee payment to the Supplier of any amount which may still be owing to the Supplier/Creditor subsequent to The Supplier/Creditor having received any amount from the Buyer by way of reduction of the Supplier/Creditor's claim against the Buyer, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No.71 of 2008, irrespective of whether the plan provides for the release of the Buyer, or under any circumstance of whatsoever nature.

Full Names	ID Number	Residential Address	Signature

Initial

DOCUMENTS TO BE SUBMITTED

1. Electronically completed Herholdt's Group (Pty) Ltd Sale Agreement – preferred branch indicated.
2. Supporting Documents, consisting of:
   - CK/CM Documents (Registration Document) or Trust Deed;
   - Copy of VAT Certificate;
   - Proof of Banking Details;
   - Copy of a Purchase Order – only if you make use of purchase orders;
   - Certified Copy of ID/s of ALL Owners/Directors/Partners/Members;
   - Financial Statements for credit limits requested R250 000 and more for RSA customers and for all exports customers or non-RSA customers Financial Statements is needed regardless of the limit applied for;
   - ALL Owners/Directors/Partners/Members must sign the Deed of Suretyship on the application This is not negotiable, however at Herholdt's Group absolute discretion.
3. The original signed Sale Agreement and all Supporting Documentation must be returned to the Supplier.

Initial