



Dear Customer

We thank you for your interest in becoming an **S Buys Wholesaler** customer.
The legal entity Malan and Buys (Pty) Ltd trades as S Buys Wholesaler.

Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Attach your latest financial statements to your application. This is requested in order to minimize credit risk and eliminate the possibility of fraud.
3. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
4. The form should only be signed by an authorized representative of your company. (Attach a resolution as proof)

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Your application may take five working days to process. Upon completion, you will be advised as to the status thereof.

You might be contacted by our office to confirm your company details.

Completed applications and supporting documents should be forwarded to our offices:

E-mail: credapp@sbuys.co.za

We further require that the original application form be forwarded to the following postal address:

Accounts Department
S Buys Wholesaler
Private Bag X2057
Carletonville
2500

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable Team
S Buys Wholesaler
Tel: 018 788 2075

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE.

SECTION A – Questionnaire

We, _____
 (hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **MALAN AND BUYS (PTY) LTD, t/a S BUYS WHOLESALER**, a company with registration number 1997/014298/07 registered in accordance to the company laws of the Republic of South Africa (hereinafter referred to as "S BUYS WHOLESALER"). In support of this application, the following information is furnished:

1.1 Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
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1.2 Scope of Business (please tick)

Dispensing doctor	Consultation rooms	Clinic	Hospital	Retail pharmacy	Hospital pharmacy	Other
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2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number (attach certificate) _____

2.5 Registered Practice number (attach certificate) / Department of Health license number (attach certificate) _____

2.6 SA Pharmacy Council number: (attach certificate) or Health Professions Council of SA number (HPCSA) (attach certificate) _____

3.1 Postal Address _____
 _____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____
 _____ Code _____

3.4 Telephone Numbers Area Code (_____) _____

3.5 Telefax Number Area Code (_____) _____

3.6 Cellular Number _____

3.7 e-Mail address _____

3.8 Name, Address, and Contact number of Landlord _____

3.9 Person responsible for account payment _____

3.10 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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- 5.1 Bankers _____
- 5.2 Branch _____
- 5.3 Account Number _____
- 5.4 Branch Code _____
- 5.5 Type of account _____
- 5.6 Date account opened _____
- 5.7 Holding Company name _____
- 5.8 Percentage share holding _____
- 5.9 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.10 Date of last audited financial statements (please attach hereto) _____

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number(SA Citizens only)	Home Address	Home Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Home Address	Home Phone

7. Trade References (Except Transpharm and DSV)

Company (Supplier) Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

8. The following credit limit request is for assessment purposes only and does not form part of this contract:

8.1 Amount of credit required R _____

8.2 Estimated monthly purchases R _____

8.3 Excepting back orders

YES	NO
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8.4 Would you like to receive marketing information via email

YES	NO
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The limit inserted above does not, *inter alia*, constitute an obligation on behalf of S BUYS WHOLESALER to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to S BUYS WHOLESALER.

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

9.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES	NO
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9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES	NO
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10. In terms of the Companies Act 71, of 2008 please state:

10.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
-----	----

10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
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Please attach certified copies of the documentation applicable to your business:

SAPC = South African Pharmacy Council; DOH = Department of Health

Tick Box

ALL Applicants

1. Registration Document for the Legal Entity.	
2. Bank Code letter – not older than 3 months	
3. ID documents – OWNER / ALL MEMBERS (in case of a CC) / ALL DIRECTORS (in case of a company).	
4. Tax Clearance Certificate	
5. Latest Financial statement	
6. Proof of address – i.e. Municipal Utility Bill, Rental Agreement, Rental Invoice indicating the licensed premises from which the approved activities are conducted.	
7. Shareholder certificate/member certificate/letter from your auditors outlining the shareholding structure	

PHARMACY - Retail and/or Hospital

1. SAPC, Recording document - Pharmacy Registration Certificate.	
2. SAPC, Recording document - Pharmacy Owner.	
3. SAPC, Recording document - Responsible Pharmacist.	
4. DOH, Recording document - Pharmacy License	
5. BHF Certificate	

Doctor

1. HPCSA (Health Professions Council South Africa) - Certificate of Registration.	
2. DOH, Recording document - Dispensing License.	
3. Copy of Prescription or Letterhead, confirming Practice details & RAMS number.	

SPAR Central Office and Regional Manager (Only applicable to Pharmacy at Spar Account Applications)

1. SPAR DC Commence Supply letter	
2. Co-Signed Credit Limit Recommendation	
2. Feasibility	

DECLARATION IN TERMS OF THE MEDICINES AND RELATED SUBSTANCES CONTROL ACT OF 1965

I hereby declare that the *Legal entity **represented by me OR that *I in my private capacity am/is** (*delete whichever is not applicable) entitled in terms of the **Medicines and Related Substances Control Act** (Act 101 of 1965 as amended) to receive, handle or distribute medicines and related substances as defined by the said Act and act as the responsible person in terms of the said Act.

Name: _____

Signature: _____

Date: _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with S BUYS WHOLESALER and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

- 1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by S BUYS WHOLESALER. Settlement is effected only on receipt of cash or due honor of cheque or similar payment instrument and shall be made to S BUYS WHOLESALER free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by S BUYS WHOLESALER is entirely at the discretion of S BUYS WHOLESALER, and may be withdrawn at any time.
- 1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from S BUYS WHOLESALER, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
- 1.2.1** Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
- 1.2.2** Both THE APPLICANT and S BUYS WHOLESALER shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
- 1.2.3** The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 1.3** Should THE APPLICANT have a valid reason to dispute a *no entry* raise on the Tax or Commercial Invoice, it shall do so within 14 days of the date of the Invoice, failing which, such entry shall be deemed to be correct and payable.

2. Change of address

THE APPLICANT undertakes to notify S BUYS WHOLESALER in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify S BUYS WHOLESALER, in writing, within 20 (twenty) days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to S BUYS WHOLESALER.

4. Domicilium

THE APPLICANT and the signatory hereto chooses *Domicilium Citandi et Executandi* (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. Consent to sharing information and retention periods

- 5.1** For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that S BUYS WHOLESALER has consent to:-
- 5.1.1** Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
- 5.1.2** S BUYS WHOLESALER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.



5.1.3 If THE APPLICANT fails to meet his/her/its commitments to S BUYS WHOLESALER, S BUYS WHOLESALER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

5.3 S BUYS WHOLESALER is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by S BUYS WHOLESALER'S staff, representatives and sub-contractors and S BUYS WHOLESALER makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information S BUYS WHOLESALER has collected, processed and shared.

6. Pricing increments

Prices quoted by S BUYS WHOLESALER are determined from time to time and are subject to increases, at the discretion of S BUYS WHOLESALER. S BUYS WHOLESALER shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT without prior written notice.

7. Valid orders

7.1 In the event of any order being given to S BUYS WHOLESALER on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

7.2 Orders will only be accepted for the value of R200.00 or more, or as otherwise arranged with individual APPLICANTS.

8. Delivery

8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on S BUYS WHOLESALER'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

8.2 Any delivery date stated on any order confirmation is approximate only. S BUYS WHOLESALER shall not be bound by that date, but will make all reasonable efforts to deliver by that date.

8.3 Whilst S BUYS WHOLESALER will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

8.4 All deliveries are subject to the availability of the goods and S BUYS WHOLESALER shall be entitled in its sole discretion, to split delivery of the goods ordered by THE APPLICANT, in the quantities and on the dates, it decides and to invoice them separately to THE APPLICANT excluding export deliveries.

8.5 If THE APPLICANT fails to take delivery of the products ordered, or in any way delays the delivery of the products ordered, then the risk in the products shall immediately pass to THE APPLICANT and THE APPLICANT shall be liable to pay the S BUYS WHOLESALER the reasonable costs of storing, insuring, and handling the products until delivery takes place.

8.6 THE APPLICANT shall be barred from lodging any claim after 72 hours of date of delivery in respect of discrepancies between the products charged and the products delivered unless THE APPLICANT has specified the nature of the discrepancy on the delivery note.

8.7 The risk in and to the goods shall pass from S BUYS WHOLESALER to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price and additional finance charges on arrear amounts and all amounts payable under and in terms of this agreement have been paid in full. Delivery shall be deemed to have taken place against signature of S BUYS WHOLESALER'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by S BUYS WHOLESALER. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.



8.8 S BUYS WHOLESALER reserves the right to enter the premises of the user, or the owner of the premises in which the goods are situated, to execute claim of ownership. THE APPLICANT undertakes to insure the goods until fully paid for any in the delivery of the order or any part thereof for any cause whatsoever.

9. Warranties

9.1 S BUYS WHOLESALER implements the Returns Policy as stipulated by the manufacturers in accordance with their international quality assurance standards. As such, products are not sold on a sale or return basis, with the following exceptions:

9.1.1 If goods were supplied in error, incorrectly supplied or were damaged in transit, provided that S BUYS WHOLESALER is notified within 24 working hours from delivery;

9.1.2 Product recall; and/or

9.1.3 Quality complaint.

9.2 No fridge-line items will be accepted for either creditor return. It is for this reason that written confirmation is required for orders for all fridge line items. S BUYS WHOLESALER's returns procedures have been designed in order to support product security systems. To support the batch-tracking facility, only stock that has been purchased from S BUYS WHOLESALER will be considered for return subject to the conditions stipulated above.

9.3 Furthermore, in the event of goods being supplied in error, or expired products, S BUYS WHOLESALER cannot accept for credit any items that are not in a re-saleable condition, including products that have been marked for future customer pricing.

9.4 Should a product supplied to THE APPLICANT by S BUYS WHOLESALER be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact S BUYS WHOLESALER within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to S BUYS WHOLESALER, where applicable.

9.5 Claims in respect of incorrect deliveries or damaged goods will only be considered if made in writing within 24 Hours of delivery of the goods, after which time THE APPLICANT shall be deemed to have received and accepted the goods in good order and in full compliance with the order placed. A reference number to claim credit should be obtained from S BUYS WHOLESALER.

9.6 Liability under clause 9.4 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by S BUYS WHOLESALER.

9.7 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of S BUYS WHOLESALER are not covered in any warranties.

9.8 Should S BUYS WHOLESALER find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.

10. Copyright

THE APPLICANT acknowledges S BUYS WHOLESALER'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to S BUYS WHOLESALER

S BUYS WHOLESALER does not appoint the Post Office as its agents for payments by post. All payments shall be made to S BUYS WHOLESALER'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to S BUYS WHOLESALER for payment. Should S BUYS WHOLESALER at any time advise THE APPLICANT of any change to S BUYS WHOLESALER'S banking account details THE APPLICANT shall confirm such change with a Manager of S BUYS WHOLESALER before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging S BUYS WHOLESALER to afford THE APPLICANT any such indulgence to effect payment after due date. All payments received shall be allocated as S BUYS WHOLESALER sees fit.

12. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in S BUYS WHOLESALER. S BUYS WHOLESALER shall,



in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by S BUYS WHOLESALER. THE APPLICANT hereby waives any right it may have for a spoliation order against S BUYS WHOLESALER in the event that S BUYS WHOLESALER takes possession of any goods.

13. Responsibility for losses, damages or delays

13.1 S BUYS WHOLESALER will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of S BUYS WHOLESALER.

13.2 S BUYS WHOLESALER provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

15. Interest on overdue accounts

S BUYS WHOLESALER shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as S BUYS WHOLESALER affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of S BUYS WHOLESALER -whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to S BUYS WHOLESALER, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with S BUYS WHOLESALER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production –of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

17. Consent to jurisdiction

17.1 Notwithstanding the amount which may at any time be owing by THE APPLICANT to S BUYS WHOLESALER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by S BUYS WHOLESALER against THE APPLICANT arising out of any transaction between the parties, it being recorded that S BUYS WHOLESALER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. Recovery of legal /collection costs

Should S BUYS WHOLESALER instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of S BUYS WHOLESALER'S rights S BUYS WHOLESALER shall be entitled to the recovery of all legal or collection costs arising therefrom, on the scale as between attorney, agent or collection agency and own client.

19. Privacy

19.1 THE APPLICANT consents to have their personal information processed only for the purpose of this application for a credit facility in order to carry out actions for the conclusion and/or performance of this agreement.

19.2 THE APPLICANT consents that S BUYS WHOLESALER may need to disclose and share your information with a third party in order to confirm/provide your details with regard to the delivery of an order. Information will only be shared in order to carry out actions for the conclusion or performance of the agreement.

19.3 S BUYS WHOLESALER will take reasonable precautions to ensure that the third party will protect your Personal Information as is also required from us.

20. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of S BUYS WHOLESALER shall not in any way operate as or be deemed to be a waiver by S BUYS WHOLESALER of any rights under this contract, or be construed as a novation thereof.

21. Joint and several liability

The debtors (principal debtor/surety/co-surety) are jointly and severally liable for all their obligations, the one paying the other to be absolved.

22. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

23. Alternative Dispute Resolution

23.1 Negotiation:

23.1.1 The parties undertake to first attempt to solve any disputes which may arise in terms of this agreement of related to this agreement by way of negotiation.

23.1.2 Only if negotiations fail or one party refuses to negotiate, may the parties approach the court with jurisdiction to resolve the dispute.

24. Legal Notice:

THE APPLICANT herewith consent that the preferred manner of service of all legal documents including a Notice in terms of Section 129(1) of the National Credit Act No. 34 of 2005 as amended, may be served/delivered to any adult person who is apparently in charge at the chosen *Domicilium Citandi et Executandi*, either by way of registered post; or by registered electronic mail; or by hand; or by the Sheriff.

25. Disclosure of License, Permit and statement:

The Applicant and Responsible Pharmacist undertakes to periodically or when requested by S BUYS WHOLESALER, share his/her:

25.1 annual renewal of registration with his/her professional Council;

25.2 statement from his/her municipal service provider, Rental Agreement, or Rental invoice regarding the licensed premises from which he/she conducts his or her approved activities;

25.3 copy of the current license or permit issued by the South African Health Products Regulatory Authority, the Pharmacy Council, or the Department of Health, indicating the physical address from which the approved activities will be conducted.

These disclosures above are required as per the Guidelines on South African Good Wholesaling Practice for Wholesalers.

26. Effective date:

26.1 The parties agree that this agreement will only become effective and enforceable once S BUYS WHOLESALER countersigns this agreement.

26.2 The parties further agree that this agreement is deemed to be concluded on the effective date.

27. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.



ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

Marital Status: in community of property ; out of community of property ; unmarried

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor *in solidum* (jointly and severally liable) with THE APPLICANT in favor of S BUYS WHOLESALER for the due performance of any obligation of THE APPLICANT and for the payment to S BUYS WHOLESALER by THE APPLICANT of any amounts which may now or at any time be or become owing to S BUYS WHOLESALER by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the afore going, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by S BUYS WHOLESALER and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to S BUYS WHOLESALER have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies S BUYS WHOLESALER enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require S BUYS WHOLESALER to first proceed against THE APPLICANT for payment of any debt owing to S BUYS WHOLESALER before proceeding against the surety;
- Cession of Action – the right to require S BUYS WHOLESALER to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signed at _____ on this _____ day of _____ 20 ____ before the undersigned Witnesses.

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

If the Surety is married in community of property, the spouse has to provide consent by completing the following:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby confirm that I am married in community of property to _____ (Surety) herein.

I further hereto consent that my spouse may bind himself as Surety herein and I do acknowledge and accept all the risks associated with him/her signing as Surety and that our joint estate will be bound by the above Suretyship agreement should the Surety become liable for any amount in accordance to the signed acceptance of Suretyship.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement including the acceptance of Suretyship.

Signed at _____ on this _____ day of _____ 20____ before the undersigned Witnesses.

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ 20____ before the undersigned Witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF THE APPLICATION FOR CREDIT FACILITIES:

Signed at CARLETONVILLE on this _____ day of _____ 20____ before the undersigned Witnesses by S BUYS WHOLESALER or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of S BUYS WHOLESALER by:

Name: ERIC PICKERING

Designation: EXECUTIVE MEMBER

Signature: _____

As Witness (1):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

Physical Address: _____

ID Number: _____

Signature: _____

