



## APPLICATION FOR CREDIT INCORPORATING STANDARD TERMS AND CONDITIONS OF TRADE, A LIMITATION OF LIABILITY, CESSION OF BOOK DEBT, INDEMNITY AND ASSUMPTION OF RISK AND SURETYSHIP

The General Terms and Conditions contained in this document apply to all transactions between the Customer and Pelican Systems (Pty) Ltd.

If the Consumer Protection Act No 68 of 2008 ("the CPA"), as may be amended from time to time, applies to transactions between Pelican Systems (Pty) Ltd and the Customer, i.e.: where the **Customer** is an individual, or is a juristic person with both an asset value and annual turnover of **less than R2 million**, at the time of the transaction, then the transaction will be subject to the **Special Terms and Conditions contained in Part A of this document**.

If the Consumer Protection Act No 68 of 2008 ("the CPA") does not apply to transactions between Pelican Systems (Pty) Ltd and the Customer, i.e.: where the **Customer** is the State, or a juristic person with either an asset value or annual turnover of **more than R2 million**, at the time of the transaction, then the transaction will be subject to the **Special Terms and Conditions contained in Part B of this document**.

The prescribed minimum of the Customer's asset value and annual turnover may be changed from time to time by the Minister of Trade and Industry and is to be calculated in accordance with the Regulations to the CPA.

Where the CPA does not apply to the transaction between Pelican Systems (Pty) Ltd and the Customer, but Sections 60 (safety monitoring and recall) and 61 (liability for damage caused by goods) of the CPA apply to the material or services supplied as part of the transaction, then that transaction will still only be subject to the terms and conditions in Part B of this document.

Please initial here:

## CUSTOMER DETAILS

Registered Name: \_\_\_\_\_ (“the Customer”)  
Trading Name: \_\_\_\_\_ Date Est: \_\_\_\_\_  
Chosen domicilium citandi et executandi / street address: \_\_\_\_\_  
\_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Email: \_\_\_\_\_ VAT No: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Cell No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
Nature of business/business activities: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_ Registration Number: \_\_\_\_\_  
\_\_\_\_\_

Names of the Directors of the Company / Members of the Close Corporation / Partners of the Partnership / Trustees of the Trust Company or Sole Proprietor.

1. Full Names: \_\_\_\_\_ 2. Full Names: \_\_\_\_\_  
ID No: \_\_\_\_\_ ID No: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel No: \_\_\_\_\_ Tel No: \_\_\_\_\_  
3. Full Names: \_\_\_\_\_ 4. Full Names: \_\_\_\_\_  
ID No: \_\_\_\_\_ ID No: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel No: \_\_\_\_\_ Tel No: \_\_\_\_\_

Trade references (minimum of 4 current accounts):

a) Company: \_\_\_\_\_ b) Company: \_\_\_\_\_  
Tel No: \_\_\_\_\_ Tel No: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
c) Company: \_\_\_\_\_ d) Company: \_\_\_\_\_  
Tel No: \_\_\_\_\_ Tel No: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Premises: Tenant ☐ Owner ☐

If rented provide name and telephone number of landlord: \_\_\_\_\_

### Banking & Auditors Details

Account Holder Name: \_\_\_\_\_  
Bank: \_\_\_\_\_ Branch Name: \_\_\_\_\_  
Account No: \_\_\_\_\_ Type of Account: Current ☐ Savings ☐  
Auditors Name: \_\_\_\_\_ Tel No: \_\_\_\_\_  
Date of latest audited financial statement: \_\_\_\_\_ (Attach copy)  
Contact person at your company who handles accounts: \_\_\_\_\_  
Expected monthly purchases will range between: Lowest: \_\_\_\_\_ Highest: \_\_\_\_\_

Please initial here :

Total credit limit requested: \_\_\_\_\_

Payment Term Selection: -

☐ 2.5% for 30 days from Statement date

☐ 3% for 15 days from Statement date

☐ 3.5% for 5 days from Statement date

**Any references to estimated monthly purchases and/or credit limits in this credit application form are for Pelican System's consideration only and are not binding upon Pelican Systems. Pelican Systems has a discretion to grant credit in any amount it deems fit and reserves the right to unilaterally increase or decrease such credit limit at its discretion.**

**GENERAL STANDARD TERMS AND CONDITIONS OF SALES, INCORPORATING A LIMITATION OF LIABILITY, INDEMNITY, ASSUMPTION OF RISK AND CESSION OF BOOK DEBT**

**IT IS AGREED THAT THE PARTIES WHO HAVE APPENDED THEIR SIGNATURES HERETO ON BEHALF OF THE CUSTOMER:**

**1. Preamble**

- 1.1 warrant that all the information set out in this application form is true and correct.
- 1.2 agree to abide by the limits and terms designated by Pelican Systems (Pty) Ltd herein after referred to as ("THE SUPPLIER");
- 1.3 agree that all and any business, including without limitation sale and advice, will be governed by these Terms and Conditions.
- 1.4 agree that these Terms and Conditions are for the sale and delivery of THE SUPPLIER's products, and shall apply to the sale and delivery of all THE SUPPLIER's products ("Material")

**2. Orders, Conclusion of Contracts & Cancellation of Contracts**

- 2.1 No orders placed with THE SUPPLIER's Regional Offices will be binding until accepted by THE SUPPLIER's Head Office, and THE SUPPLIER reserves the right not to accept orders placed. An individual order may not be accepted unless it complies with certain minimum order levels which will be notified to the Customer in writing. THE SUPPLIER cannot be held responsible for executing orders not confirmed by an official written order from the Customer.
- 2.2.1 All prices are quoted in South African Rands only, customs paid, ex stock of THE SUPPLIER warehouse, loaded on to transport.
- 2.2.2 Material will be charged at the prices ruling at the date of dispatch. All quotations are exclusive of VAT and will remain valid for 30 (THIRTY) days from date of quotation, or until the issue of a new price list by THE SUPPLIER, whichever comes first. All prices quoted are based on exchange rates, freight charges and any associated levies and taxes, insurances and wage rates prevailing at the time of quotation, and any subsequent increase in such rates will be for the account of the Customer.
- 2.3 The invoice price reflected on THE SUPPLIER's invoice shall be paid by the Customer without any deduction, and in accordance with the terms of payment which the parties hereto would from time to time agree.
- 2.4 Any references to estimated monthly purchases and/or credit limits in this credit application form are for THE SUPPLIER's consideration only and are not binding upon THE SUPPLIER. THE SUPPLIER has discretion to grant credit in any amount it deems fit and reserves the right to unilaterally increase or decrease such credit limit at its discretion.
- 2.5 The Customer shall not have the right to cede, assign or transfer any of its rights or delegate any of its obligations arising out of this agreement without first obtaining THE SUPPLIER's written consent.
- 2.6 The Customer may not return any Material purchased to THE SUPPLIER in lieu of payment of any debt due by the Customer to THE SUPPLIER. THE SUPPLIER may request a guarantee acceptable to THE SUPPLIER from the Customer to secure the purchase price of any Material purchased by the Customer before accepting any return in terms of such agreement.

**3. Scope of Delivery & Warranty**

- 3.1 The quantity and description of, and any specification for, the Material shall be those set out in the respective order lists based on the calculations and/or drawings prepared by THE SUPPLIER (scope of delivery). Any such calculations/drawings are based on the general information, the technical data and information provided by the Customer only. Any changes including but not limited to the specifications and/or design, shall be reported by the Customer to THE SUPPLIER not less than 7 (seven) days prior to delivery. THE SUPPLIER shall then revise any calculations/drawings accordingly. In case the Customer does not inform THE SUPPLIER of any such technical changes in time and/or fails to inform THE SUPPLIER at all, THE SUPPLIER shall not be responsible for any direct and/or indirect damages and/or losses related to any such delay or failure to provide any changes in the technical data, other than as provided for in the Consumer Protection Act.
- 3.2 THE SUPPLIER shall supply all Material as per the scope of delivery. THE SUPPLIER reserves the right until the date of delivery to alter any quantities of Material, which do not materially affect the quality or performance of the Material ordered, as deemed necessary without notice.
- 3.3 Any changes in the ordered quantities and/or rental periods will be charged on a pro-rata basis according to relevant applicable prices as in the offer, if agreed in writing, and subject to the condition that THE SUPPLIER has sufficient stock at hand.
- 3.4 The Customer accepts and agrees that the length of the Materials may from time to time vary from that ordered, due to and in accordance with industry standards. Non-standard stock items are to be paid for on delivery. Late cancellations will be charged for.
- 3.5 All works, such as assembly and cutting of the Material, must be done by the Customer, and are not the responsibility of THE SUPPLIER.
- 3.6 **The Customer hereby warrants that it is familiar with the technical specifications of the Material ordered, as well as the technical instructions and consultations provided by THE SUPPLIER for its usage. The Customer undertakes to comply with such specifications and technical instructions and to use the Material solely for the specified purpose. The Customer shall be solely liable for any defects of the Material and/or claims of any third parties for any damages and/or injury arising out of the use of defective Material, if the Customer is responsible for such a defect, e.g., in case of wrongful, unsuitable and/or insufficient use of the Material and/or if the Material is modified, altered, installed or operated counter to the**

Please initial here:

instructions of THE SUPPLIER. Other than as provided for in the Consumer Protection Act, THE SUPPLIER shall not be liable to the Customer for any consequential loss or damage arising out of or in connection with any act or omission of THE SUPPLIER related to the Products. THE SUPPLIER's responsibility for defects, damages and/or incorrect quantity is limited to the replacement of such Material.

**4. Payment Terms**

- 4.1 Unless otherwise agreed in writing all amounts reflected on THE SUPPLIER's invoice are payable within 30 (THIRTY) days from date of statement and failure to make any payment on due date shall render the full amount owing payable immediately, together with interest at the maximum rate permissible in law on all overdue amounts.
- 4.2 THE SUPPLIER reserves the right to invoice portions of the purchased Material as and when they are delivered to the Customer.
- 4.3 THE SUPPLIER reserves the right to unilaterally rescind the Customer's payment facilities, and to request that the Customer pay in advance of delivery or provide adequate security for payment of the purchase price.
- 4.4 All payments are to be made in South Africa Rands.
- 4.5 A certificate by a director of THE SUPPLIER showing the amount due and owing by the Customer to THE SUPPLIER at any given time will be evidence that is sufficient to raise a presumption of the facts stated therein, unless rebutted, for the purpose of all legal proceedings and recovery of all outstanding amounts.
- 4.6 **The risk in and to the Material purchased shall pass to the Customer on delivery thereof. However, notwithstanding delivery, ownership of the Material shall remain vested in THE SUPPLIER and shall not pass to the Customer until payment of the full purchase price has been made.**

**5. Delivery**

- 5.2.1 THE SUPPLIER shall use its best efforts to fulfil the Customer's orders in a timely manner. It is understood, however, that lead-time requirements and delivery dates will vary according to manufacturing and other conditions e.g. THE SUPPLIER having sufficient stock of materials available. All delivery dates are unbinding estimates only in the absence of an express agreement to the contrary. Delay in delivery of any Materials ordered shall not relieve Customer of its obligations to accept such shipment or any other shipment. Under no circumstances shall THE SUPPLIER be liable to the Customer for any special, incidental or consequential damages, including without limitation damages based upon lost goodwill, lost sales or profits, work stoppage, product failure, impairment of other Products or otherwise due to any delay in delivery. The Customer shall, immediately upon delivery of any Material for which payment in full to THE SUPPLIER remains outstanding, notify any landlord of the premises in which the Material are stored of THE SUPPLIER's retention of ownership of such Material, and shall take whatever steps are necessary to ensure that no lien or hypothec is exercised over such Material by any other person whatsoever.
- 5.2.2 A signed delivery note shall constitute *prima facie* proof that the Material has been delivered to and received by the Customer in good condition, whether signed by the Customer, an employee, an agent, a representative or nominated transporter of the Customer.
- 5.2.3 Time is not of the essence for delivery. THE SUPPLIER may effect delivery of the Material at any time, and the Customer is obliged to accept delivery in instalments. Delivery will only be made to the chosen delivery address.
- 5.3 **In all cases where delivery is by carrier, the carrier shall be deemed to be the Customer's agent, and delivery to such carrier shall be deemed to be delivery to the Customer. Unless otherwise agreed, the Customer is responsible for all delivery costs.**
- 5.4 THE SUPPLIER shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the Material to comply with the Customer's specifications unless written notice is received by THE SUPPLIER within 48 (FORTY-EIGHT) hours of delivery. Liability in respect of defective Material is limited to replacing such Material.
- 5.5 All queries relating to price, quantity and quality must be raised in writing by the Customer within 48 (FORTY-EIGHT) hours of delivery, failing which such query will not be entertained by THE SUPPLIER.
- 5.6 **THE SUPPLIER shall not be liable for any consequential loss suffered by the Customer in respect of delays in delivery, defective Material or from any other cause howsoever arising, save as specifically imposed by the Consumer Protection Act.**
- 5.7 The Customer hereby waives notice of dishonor, and protest (where applicable) in respect of any promissory note, bill of exchange or other negotiable instruments delivered by the Customer to THE SUPPLIER.

**6. Jurisdiction & Legal Costs**

- 6.1 This entire agreement and any legal proceedings flowing from it will be governed by the laws of the Republic of South Africa.
- 6.2 THE SUPPLIER and the Customer consent and agree that THE SUPPLIER may, but is not obliged to, have any dispute, disagreement or claim arising out of this Agreement finally resolved in the Magistrate's Court having jurisdiction in respect of the Customer, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.

**7. Domicilium address**

- 7.1 The Customer nominates the Customer's physical address as recorded herein as its chosen address (*domicilium citandi et executandi*) for the service on it of all legal processes and notices.
- 7.2 Communications sent by prepaid registered post from THE SUPPLIER to the Customer/Sureties will be deemed to have been delivered within 3 (THREE) days of the date that such communication was sent.
- 7.3 The Customer undertakes to notify THE SUPPLIER of any change in the Customer's physical and/or registered address.

**8. Credit Policy**

- 8.1 The Customer authorizes THE SUPPLIER to, through the services of any NCR registered credit bureau:
- 8.1.1 carry out any checks or traces that THE SUPPLIER deems fit.
- 8.1.2 report the Customer's payment history.
- 8.1.3 list the Customer in the event of the Customer defaulting in payment in terms of this agreement.

**9. Non-Variation, Waiver & Severability**

- 9.1. No extension of time or any other relaxation or indulgence granted by THE SUPPLIER to the Customer shall operate as or be deemed to be a waiver by THE SUPPLIER of any of its rights under this Agreement, or a novation of any of the terms and conditions of this Agreement.
- 9.2. THE SUPPLIER shall not be responsible for any undertaking, representation or warranty given orally or otherwise which is not specified in writing, nor shall any variation or amendment of, or addition to the terms and conditions of this agreement be binding upon the parties unless in writing and signed and accepted by a duly authorized director of THE SUPPLIER.
- 9.3 If any provision of this agreement, is found or held to be invalid or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

**10. Breach**

10. Should the Customer:
- 10.1 commit a breach of any of these conditions; or
- 10.2 being an individual, die or surrender his/her estate; or
- 10.3 being a partnership, be dissolved; or

Please initial here:

- 10.4 being a juristic person or trust, be placed under provisional or final liquidation, or under judicial management, or be provisionally or finally sequestrated, or be subject to a business rescue plan; or
- 10.5 commit an act of insolvency as defined in any South Africa statute or common law from time to time, or compromise or attempt to compromise generally with its creditors, then in any of these above events occurring THE SUPPLIER may summarily cancel this agreement by giving the Customer written notice to that effect, without prejudice to any rights which THE SUPPLIER may have as a result of the breach or cancellation.

**11. POPI (Protection of Personal Information)**

By submitting any personal information to Pelican Systems (Pty) Ltd, the client unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to the signed contract/agreement, this includes the following:-

- 11.1 Collect, store and process information about you and any Third Party responsible for payment of any or all amounts owing to Pelican Systems (Pty) Ltd.
- 11.2 Collect, store and process personal information relating to yourself and your company, and to such information being made available to Pelican Systems (Pty) Ltd. staff or responsible persons engaged or authorized by Pelican Systems (Pty) Ltd. for the purpose of managing relationships between Pelican Systems (Pty) Ltd. and the client.
- 11.3 Sharing personal information supplied (including but not limited to its group companies) for the purposes of this agreement and/or any other legitimate interests of the parties.
- 11.4 Personal information as shared with Pelican Systems (Pty) Ltd. may be transferred to a third party in order for the Company to fulfill its obligations under this agreement.
- 11.5 We will take care to ensure that all information that is supplied relating to you or your company is accurate, however, Pelican Systems (Pty) Ltd. cannot be liable for any loss you or your Company is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 11.6 The client agrees to update, from time to time, any personal information supplied, which may or has changed.

**12. Cession**

The Customer hereby irrevocably cedes, pledges, assigns and makes over unto and in favour of THE SUPPLIER, all the Customer's rights, title, interest, claim and demand in and to all claims of whatsoever nature and howsoever arising, which the Customer may have at any time hereafter against all and any persons, companies, organizations and legal personae, without exception, as continuing covering security for the due payment of money which may become owing by the Customer to THE SUPPLIER. Should it transpire that the Customer entered into prior deed/s of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will be subject to this Cession, then this Cession shall operate as a cession of all the Customer's reversionary rights. Subject to provisions directly or indirectly to the contrary stated or implied in this clause, THE SUPPLIER shall return to the Customer the above-mentioned principal rights once the obligations of the Customer to THE SUPPLIER under the secured debt have been discharged.

***SPECIAL TERMS AND CONDITIONS – PART A (Transactions subject to CPA. Terms to be read as incorporated into the General Terms)***

**1. Orders, Conclusion of Contracts & Cancellation of Contracts**

- 1.1. Should the Customer, upon an increase in price in terms of clause 2.2.2, or where the ordered goods are no longer available, no longer wish to purchase the goods, then the Customer shall be entitled to cancel the order.
- 1.2. The right to cancel the order in terms of this clause must be exercised prior to delivery of the goods to the Customer, failing which the Customer will be liable for the costs of delivery and return of the goods.

**The Customer shall not be entitled to set-off any amounts which may be owing to the Customer by The Supplier, arising from any cause other than a cause arising from this agreement, against any amounts owing by the Customer to The Supplier.**

**2. Scope of Delivery & Warranty**

- 2.1. The Customer must satisfy itself as to the fitness of the Material. Any technical advice or assistance rendered to the Customer by THE SUPPLIER before or after delivery of the Material, other than as provided for in 3.1 above, which advice is in connection with the use or processing of such Material, will be without charge and provided on the basis that it represents THE SUPPLIER's best judgment under the circumstances but that such advice is nevertheless used at the Customer's own risk and cannot be relied upon for a claim by the Customer against THE SUPPLIER unless such advice was dishonestly given

**3. Payment Terms**

- 3.1. In the event of the Customer failing to make payment of any amount on due date or the Customer committing any breach of the terms of this Agreement, all of which are deemed to be Material, THE SUPPLIER at its option and without prejudice to any of its rights in law, shall be entitled to:
- 3.1.1 request that the Customer allow THE SUPPLIER to retake possession of the Material sold and delivered to the Customer in respect of which ownership has not passed, including worked Materials; and/or
- 3.1.2 demand that the Customer immediately make payment to THE SUPPLIER of all amounts outstanding in respect of all Material sold and delivered by THE SUPPLIER to the Customer, notwithstanding that payment in respect of any such Material might not yet be due and payable.

**4. Delivery**

- 4.1. The Supplier reserves the right to change its prices without prior notice, subject to 2.7.1 and 2.7.2 of these Special Terms above.

**5. Jurisdiction & Legal Costs**

- 5.1. In the event of THE SUPPLIER having to institute legal proceedings of whatsoever nature against the Customer, the Customer will be liable for THE SUPPLIER's legal costs on the scale as between attorney and client.
- 5.2. In the event of the Customer instituting legal proceedings of whatsoever nature against THE SUPPLIER, THE SUPPLIER will be liable for the Customer's legal costs on the scale as between attorney and client.

Please initial here:

**SPECIAL TERMS AND CONDITIONS – PART B (Transactions not subject to CPA. Terms to be read as incorporated into the General Terms)**

**1. Orders, Conclusion of Contracts & Cancellation of Contracts**

- 1.1 For the purposes of set-off by THE SUPPLIER, payment in respect of Material sold and delivered by THE SUPPLIER to the Customer shall become due upon delivery, notwithstanding any terms of payment agreed upon.
- 1.2 The Customer shall not be entitled to set-off any amounts which may be owing to the Customer by THE SUPPLIER, from whatsoever cause arising, against any amounts owing by the Customer to THE SUPPLIER.

**2. Scope of Delivery & Warranty**

- 2.1 THE SUPPLIER does not warrant that the Material sold or rented is fit for any particular purpose, the Customer being solely responsible for satisfying itself as to the fitness of the Material. Any technical advice or assistance rendered to the Customer by THE SUPPLIER before or after delivery of the Material, other than as provided for in 3.1 above, which advice is in connection with the use or processing of such Material, will be without charge and is provided on the basis that it represents THE SUPPLIER's best judgment under the circumstances but that such advice is nevertheless used at the Customer's own risk.

**3. Payment Terms**

- 3.1 In the event of the Customer failing to make payment of any amount on due date or the Customer committing any breach of the terms of this Agreement, all of which are deemed to be Material, THE SUPPLIER at its option and without prejudice to any of its rights in law, shall be entitled to:
- 3.1.1 retake possession of the Material sold and delivered to the Customer in respect of which ownership has not passed, including worked Materials; and/or
- 3.1.2 demand that the Customer immediately make payment to THE SUPPLIER of all amounts outstanding in respect of all Material sold and delivered by THE SUPPLIER to the Customer, notwithstanding that payment in respect of any such Material might not yet be due and payable.

**4. Delivery**

- 4.1 The Supplier reserves the right to change its prices without prior notice to the Customer.

**5. Jurisdiction & Legal Costs**

- 5.1. In the event of THE SUPPLIER having to institute legal proceedings of whatsoever nature against the Customer, the Customer will be liable for THE SUPPLIER's legal costs on the scale as between attorney and client.

Signed on behalf of the Customer at (Place) \_\_\_\_\_ on (Date) \_\_\_\_\_

by (Name) \_\_\_\_\_ who declares that he/she has read all the terms and conditions

of credit set out herein, which are understood and accepted on behalf of the customer and that he/she is duly authorized to do so.

\_\_\_\_\_  
Signature

For and on behalf of the Customer

\_\_\_\_\_  
Designation

As Witnesses: -

1. \_\_\_\_\_

Name

\_\_\_\_\_

Signature

2. \_\_\_\_\_

Name

\_\_\_\_\_

Signature

## DEED OF SURETYSHIP

BY: \_\_\_\_\_ ID No.: \_\_\_\_\_ ("the SURETY")

OF: \_\_\_\_\_ ("the SURETY'S ADDRESS")

IN FAVOUR OF: PELICAN SYSTEMS (PTY) LTD (1998/024511/07) ("THE SUPPLIER")

OF: 793 Chris Hani (North Coast) Road, Redhill, Durban ("THE SUPPLIER'S ADDRESS")

IN RESPECT OF: \_\_\_\_\_ ("the CUSTOMER")

The SURETY hereby binds itself as surety and co-principal debtor, jointly and severally with the CUSTOMER (meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) unto and in favour of THE SUPPLIER, for the due fulfilment by the CUSTOMER of all its obligations to THE SUPPLIER of whatsoever nature and howsoever arising, whether already incurred or which may from time to time hereafter be incurred, as a continuing guarantee, notwithstanding any change in or temporary extinction of such obligations. The SURETY renounces the benefit of being able to demand that THE SUPPLIER first proceed against the CUSTOMER (ex-cussion), the benefit of being able to insist that the SURETY is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that he cede the other sureties debts should the SURETY make payment of the full debt (cession of action).

Without limiting the foregoing, the SURETY agrees:

- That all admissions and acknowledgements of liability by the CUSTOMER shall be binding on the SURETY;
- That in the event of the CUSTOMER being liquidated or placed under judicial management, or a compromise being effected with its creditors, no dividends or payments received by THE SUPPLIER shall prejudice THE SUPPLIER's rights to recover from the SURETY the full amount owing by the CUSTOMER at the date of liquidation of the CUSTOMER;
- That this Deed of Suretyship shall be in addition and without prejudice to any securities held now or hereafter by THE SUPPLIER, and that this Deed of Suretyship shall remain in full force and effect as a covering Deed of Suretyship for as long as any amounts whatsoever are owed by the CUSTOMER to THE SUPPLIER;
- That no variation or cancellation of this Deed of Suretyship shall be of any force or effect unless reduced to writing and signed by both the SURETY and THE SUPPLIER;
- That any indulgence or extension of time for payment granted by THE SUPPLIER to the CUSTOMER shall be without prejudice to any of the rights of THE SUPPLIER hereunder, and that no such indulgence or extension shall in any way affect the SURETY's liability hereunder;
- To the jurisdiction of the Magistrates' Court in terms of Section 45(1) of the Magistrates' Court Act 32 of 1944, notwithstanding that the amount claimed may exceed the jurisdiction of such court; the foregoing notwithstanding, THE SUPPLIER may, in its discretion, institute proceedings in any division of the High Court of South Africa;
- That the address of the SURETY as listed above is chosen as *domicilium citandi et executandi* for all purposes hereunder.
- That in the event that any of the terms of this Deed of Suretyship are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- To be bound by all the Standard Terms and Conditions as contained in the credit application signed by the CUSTOMER.
- That should THE SUPPLIER cede its claim against the CUSTOMER to any third party, then this suretyship shall be deemed to have been given by the SURETY to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were THE SUPPLIER hereunder.

By his/her signature, the SURETY acknowledges that this Deed of Suretyship is complete in all respects, and that the witnesses are present and the SURETY warrants that the SURETY is capable of executing this Deed of Suretyship.

Signed at (Place) \_\_\_\_\_ on this \_\_\_\_\_ day of (Month) \_\_\_\_\_ (Year) \_\_\_\_\_

\_\_\_\_\_  
Full Name of Surety

\_\_\_\_\_  
Signature of Surety

As Witnesses: -

1. \_\_\_\_\_  
Name Signature

2. \_\_\_\_\_  
Name Signature

# RESOLUTION

FROM THE MINUTES OF A MEETING HELD BY THE  
DIRECTORS/MEMBERS/PARTNERS/ TRUSTEES

OF \_\_\_\_\_

(Registration number: \_\_\_\_\_)

HELD AT \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

PRESENT: (full names and surnames)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

IT WAS DECIDED:

That \_\_\_\_\_ \*(Name of Director/Member/Partner/Trustee/Agent) is hereby appointed and is authorized to act on behalf of the (Company/Close Corporation/ Partnership/Trust) and is furthermore authorized to sign all documents on behalf of the (Company/Close Corporation/ Partnership/Trust) with regard to any business with Pelican Systems (Pty) Ltd.

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\* Delete that which is not relevant)