

## **APPLICATION FOR CREDIT FACILITIES**

By and between:

**TOP CROP CARRIERS (PTY) LTD**  
(Registration no. 2012/147192/07)

(Hereinafter referred to as “the Carrier”)

And

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Registration / Identity number

(Hereinafter referred to as “the Applicant”)

(Collectively referred to as “the Parties” where the context requires)

**This application is complimented and completed by:**

Part A – Application for credit facilities.

Part B – Top Crop Carriers (Pty) Ltd standard terms and conditions.

Part C – Suretyship agreement.

**PART A – APPLICATION**

This application made by Applicant to Carrier for credit facilities is subject to the approval or rejection of the Carrier, which Carrier may approve or reject in their sole discretion. If this application/agreement is granted by Carrier, it shall become subject to all the terms and conditions contained in Part A, Part B and Part C hereof.

Applicant's registered name: \_\_\_\_\_

Applicant's identity or registration number: \_\_\_\_\_

Applicant's trading name (if different): \_\_\_\_\_

Applicant's VAT number: \_\_\_\_\_

Applicant's duly authorized person - name: \_\_\_\_\_

Applicant's duly authorized person – identity No: \_\_\_\_\_

Applicant's physical address: \_\_\_\_\_

**(This address is elected as Applicant's** \_\_\_\_\_

**domicilium citandi et executandi for** \_\_\_\_\_

**all legal notices or otherwise)** \_\_\_\_\_

Applicant's postal address: \_\_\_\_\_

Entity type (tick one): € Company      € Close Corporation      € Partnership      € Trust

€ Sole Proprietor      € Other: \_\_\_\_\_

Applicant's contact numbers: \_\_\_\_\_

Applicant's contact email addresses: \_\_\_\_\_

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

Applicant's formation documents:

(Tick box once attached and where applicable).

- € CM1 – proof of company incorporation / registration (Company).
- € CK1 & CK2 – Founding forms (Close Corporations).
- € Most recent Letter of authority (Trusts).
- € Any other certificates or forms necessary to prove Applicant's registration and formation.

Applicant's representative documents:

(Tick box once attached and where applicable).

- € (Company) – Copies of all identity documents of all directors of the Company.
- € (Close Corp) – Copies of all identity documents of the members of the CC.
- € (Trust) – Copies of all identity documents of all of the trustees.
- € Copies of all identity or registration documents of all other persons or entities who act in an authoritative/supervisory capacity in relation to the Applicant.

Residential information of representatives:

(Residential information for directors, members, partners, trustees or similar of the Applicant)

| Full Name: | ID Number: | Residential Address: |
|------------|------------|----------------------|
| _____      | _____      | _____                |
| _____      | _____      | _____                |
| _____      | _____      | _____                |
| _____      | _____      | _____                |
| _____      | _____      | _____                |

Applicant's banking information:

(Tick box once attached).

- € Letter from Applicant's bank proving banking account of the Applicant.

Applicant's Bank: \_\_\_\_\_

Applicant's Bank Branch and code: \_\_\_\_\_

Applicant's Bank – type of account: \_\_\_\_\_

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

Applicant's Bank – Account Number: \_\_\_\_\_

Applicant's Bank – Account Holder Name: \_\_\_\_\_

Applicant's Auditors:

(Tick box once attached).

€ Letter from auditor confirming their position as the auditor of the Applicant.

€ A copy of the Applicant's most recent financial statements.

Applicant's Auditor name: \_\_\_\_\_

Applicant's Auditor registration number: \_\_\_\_\_

Applicant's Auditor physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant's Auditor contact number: \_\_\_\_\_

Applicant's Auditor email address: \_\_\_\_\_

Applicant's trade references:

| Reference Name: | Contact No or Email: | Average monthly Purchase: |
|-----------------|----------------------|---------------------------|
| _____           | _____                | _____                     |
| _____           | _____                | _____                     |
| _____           | _____                | _____                     |

Credit facilities request:

By signing this application and submitting same, the Applicant's representative, on behalf of the Applicant, warrants that they are solvent as at the date of submission, and that both their nett asset value and turnover value per financial year is correctly reflected in their submitted financial statements.

Applicant requests a credit facility in the amount of R\_\_\_\_\_

€ Written resolution attached by the Applicant, authorizing the Applicant's representative to submit this application on behalf of said Applicant, for the requested credit amount as detailed above.

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

| FOR INTERNAL USE ONLY:                                 |          |        |          |     |             |         |    |          |
|--------------------------------------------------------|----------|--------|----------|-----|-------------|---------|----|----------|
| CREDIT                                                 | FACILITY | AMOUNT | APPROVED | AND | ACCORDINGLY | GRANTED | BY | CARRIER: |
| R _____                                                |          |        |          |     |             |         |    |          |
| <b>Carrier Representative approving credit amount:</b> |          |        |          |     |             |         |    |          |
| Name: _____                                            |          |        |          |     |             |         |    |          |
| ID: _____                                              |          |        |          |     |             |         |    |          |
| Date: _____                                            |          |        |          |     |             |         |    |          |
| Sign: _____                                            |          |        |          |     |             |         |    |          |

## PART B - STANDARD TERMS AND CONDITIONS

### **1. INTRODUCTION**

In these terms and conditions, the following words shall bear the meanings assigned to them below:

- 1.1 **"the Carrier"** means TOP CROP CARRIERS (PTY) LTD and includes the carrier's servants and agents and any person or persons carrying any goods forming the subject matter of this contract under and in terms of a subcontract with the Carrier.
- 1.2 **"the Customer"** means the party referred to in **Part A** hereto as the **Applicant**, whether acting on their own behalf or in their capacity as agent or in any other capacity for a third party.
- 1.3 **"the Goods"** means the goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.
- 1.4 **"Dangerous goods"** includes those goods classified as such by Spoornet, the Marine Division of the Department of Transport, or goods which are considered by the carrier to be dangerous.
- 1.5 **"the handling of the goods"** includes the goods being handled, warehoused, held, controlled, loaded or unloaded, carried or otherwise possessed by the carrier for any purpose whatsoever.
- 1.6 **"carriage"** shall mean the carriage services delivered by the carrier.

### **2. PAYMENT**

- 2.1 Any monies payable to the Carrier by the Customer will be in accordance with any written and signed quotation on an official letterhead of the Carrier delivered or transmitted to the

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

Customer, alternatively any monies payable by the Customer to the Carrier shall be in accordance with any invoice issued by the Carrier to the Customer from time to time.

- 2.2 All quotations will remain valid for a period of 14 (fourteen) days from the date of the quotation, or until the date of issue of a revised quotation, whichever occurs first. The quotation shall become a binding agreement immediately upon the Customer having accepted and signed it, with the Carrier subsequently counter-accepting same.
- 2.3 The customer shall be liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the goods and shall reimburse the carrier for any such amount disbursed or losses sustained by the carrier in connection therewith.
- 2.4 In the event of the carrier being obliged to take out or obtain any licences or permits, or to comply with the requirements of any lawful authority, the carrier shall be entitled to make an additional charge to cover any expenses resulting therefrom not already included in the carrier's standard tariffs.
- 2.5 In the absence of any special provisions to the contrary, approved by the Carrier, payment shall be effected by the Customer in cash or direct bank transfer and not by cheque, (within 30 days after the date of the carrier's statement with consideration of the cut off dates). Interest of 2% per month will accrue on all payments not made on their due date (from the due date to the date on which payment is effected).
- 2.6 The carrier shall in its absolute discretion be entitled to appropriate all payments made by the customer towards the payment of any debt or obligation of whatsoever nature owing by the customer to the carrier, irrespective of when such debt or obligation arose.
- 2.7 The Customer may not raise any claim, dispute or counter-claim as a reason for deferring payment and the customer may not withhold any payment or set off any claim or counter-claim which it may wish to raise against the amount invoiced by the Carrier.
- 2.8 The Carrier shall be entitled to charge the Customer extra monies, should external or force majeure events occur which results in the Carrier having to vary their route or incur additional carriage costs.

### **3. LOGISTICS**

- 3.1 The onus of proving any deficiency in the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of receipt by the Customer shall at all times remain with the Customer. The onus is on the Customer to inspect the goods upon receipt and satisfy themselves as to correctness of said goods or services (as applicable).
- 3.2 The Customer, by signing the appropriate delivery note/note of receipt, warrants and accepts that the goods and/or services (as applicable) were effected to their satisfaction. Should any further material deficiencies or defects be discovered by the Customer, said Customer must immediately notify the Carrier in writing within 5 business days from discovery of such deficiency or defect. Should the Customer fail to timeously notify the Carrier as per the above timeframe, they will be deemed to have accepted such goods and/or services as is.

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- 3.3 The handling of the goods shall be subject to the conditions stated herein unless specifically varied by the Carrier in writing.
- 3.4 With regard to loading / unloading, the Customer shall ensure that:
- 3.4.1 the goods shall be ready for loading on the date specified;
  - 3.4.2 all documentation necessary in connection with the goods and the transportation thereof shall be fully and correctly prepared;
  - 3.4.3 at all places where the Carrier is to collect and off-load the goods there will be safe, suitable and adequate access and loading and off-loading facilities, and that it is possible for the Carrier to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment;
  - 3.4.4 the goods will be sufficiently packed and prepared for carriage;
  - 3.4.5 the Customer shall sign such certificates and receipts on loading and off-loading as the Carrier may require.
- 3.5 The Carrier shall not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or off-loading of any goods. Any assistance given by the Carrier shall be in that instance only and any such loading or off-loading shall be at the sole risk of the Customer.
- 3.6 Any customer (or owner) conducting any packing or other operation or activity in any area or premises provided by the carrier shall do so at its own risk, and the customer indemnifies the carrier against all claims or losses arising out of the presence of the customer in such area or premises.

#### **4. CUSTOMER WARRANTIES**

The Customer warrants that:

- 4.1 the accuracy of all descriptions, values and other particulars furnished to the carrier for customs, railage and other purposes is true and correct (is accurate). The Customer further indemnifies the Carrier against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs with or without negligence).
- 4.2 the carriage of the goods will not violate or infringe any Act, regulation or law and the Customer hereby indemnifies and holds the Carrier harmless against any claims and/or damages which the carrier may suffer by virtue of the Customer's breach of this warranty.
- 4.3 the goods are the Customer's sole property, alternatively, that the Customer is authorised by the person owning the goods to enter into this contract subject to these terms and conditions, and the Customer hereby indemnifies the carrier against any claim of any nature made by the owner.
- 4.4 the person signing this application/agreement on behalf of the Customer is duly authorized and able to sign this agreement, and furthermore, that the person signing on behalf of the Customer has the necessary authority to bind the Customer to this agreement.

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- 4.5 the Customer is able to give full effect to the provisions of this application and perform in terms of these terms and conditions.

## 5. **DANGEROUS OR PERISHABLE GOODS**

- 5.1 Unless otherwise agreed in writing, the Customer warrants that all goods handled are fit to be so handled in the ordinary way and are not dangerous.
- 5.2 Unless otherwise agreed in writing, the Carrier will not handle any dangerous, corrosive, noxious, hazardous, inflammable or explosive goods or any goods which in its opinion are likely to cause damage.
- 5.3 Should the Carrier agree to handle any dangerous goods for any purpose:
- 5.3.1 the Customer shall furnish, with the goods, a written declaration and supporting documents, licenses etc, detailing the trade name, chemical composition and characteristics of the goods; and
  - 5.3.2 such declaration shall define the precise respects or circumstances in which the goods are dangerous; and
  - 5.3.3 the Customer shall ensure that the goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous goods.
  - 5.3.4 the Customer shall provide Carrier with certified copies of all licenses, certificates or approvals as may be necessary to transport the dangerous goods.
- 5.4 If, in the opinion of the Carrier any goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Carrier shall be entitled immediately and without prior notice to the Customer, to dispose of the goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event the carrier shall:
- 5.4.1 not be liable under any circumstances for the value of the goods or for any other loss or damage whether direct or consequential sustained by the Customer or owner as a result of such disposal or other steps; and
  - 5.4.2 still be entitled to recover from the customer its remuneration for the handling of the goods together with any costs incurred by it in disposing of them or taking other steps.
- 5.5 In the event that the conditions of clause 5.4 become applicable, and the disposal of the dangerous goods becomes necessary, notwithstanding the fact that the Carrier is not obligated to give the Customer prior notice of their intention to dispose of the dangerous goods, the Carrier undertakes to notify the Customer in writing as soon as is reasonably possible thereafter.
- 5.6 Unless written instructions are given to the carrier, it shall be under no obligation to make any declaration or to seek any special protection or cover from Spoornet in respect of any goods falling within the definition by that body:
- 5.6.1 of dangerous or hazardous goods; or
  - 5.6.2 of goods liable to be stored in the open.

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- 5.7 Perishable goods which are not taken up immediately upon arrival at their destination or which are insufficiently marked or otherwise not identifiable may be disposed of without notice to the customer, unless such notice can reasonably be given taken into account the prevailing circumstances and the payment or tender to the customer of the net proceeds of any disposition (after deduction of all charges incurred by the carrier) shall be equivalent to delivery.

## 6. **OTHER**

- 6.1 The Carrier shall not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the Carrier, such charges shall be refunded to the Carrier by the Customer on demand. The Customer hereby appoints the Carrier irrevocably and *in rem suam* as its agent and in its name, place and stead, to contract for the storage of the goods upon such terms and conditions as the Carrier may, in its sole discretion elect, and without any liability whatsoever attaching to the Carrier to attend to such storage.
- 6.2 The Carrier shall insure the goods in transit, however, full liability and responsibility in and to the goods in question shall pass from Carrier to Customer upon delivery of such goods to the Customer's elected delivery point. By signing the relevant delivery note/note of receipt, the Customer accepts the transfer of liability in and to the goods. In the event that the Carrier's Insurer refuses a claim, for whatever reason, the Customer shall not hold the Carrier liable.
- 6.3 The Carrier reserves the right to employ subcontractors or agents to act for it. Where the Carrier employs independent third parties to perform all or any of the functions required of the Carrier, the Carrier may be responsible for the payment of their charges. However, if the Carrier is suitably indemnified against all costs (including attorney and own client costs) the Carrier shall take such action against the third party concerned on the Customer's behalf as the Customer may direct.
- 6.4 If any permit, consent or approval to handle goods is required under any law, by-law or regulation, none of the Carrier's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Carrier for the purpose of applying for or obtaining any such permit, consent or approval (where applicable).
- 6.5 The Carrier shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority, but any extra costs incurred by the Carrier as a result of compliance with any such instructions shall be added to its charges.
- 6.6 With respect to force majeure events;
- 6.6.1 **"Force Majeure"** means an event beyond the control of the Carrier and/or the Customer, which prevents a party from complying with any of its obligations (excluding payment obligations) under this application/agreement, including but not limited to, acts of God, war, hostilities, rebellion, revolution, insurrection, military or usurped power, civil war, mass unrest, contamination by various chemical or nuclear agents, or riots.
- 6.6.2 Neither party shall be considered in breach of this agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of force majeure.

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- 6.6.3 The party prevented from carrying out its obligations hereunder shall give notice to the other party of an event of force majeure upon it being foreseen by, or becoming known to, the Affected Party.
- 6.6.4 The obligations of the affected party shall be held in stasis (temporarily suspended) until such time as the force majeure event subsides and operations can continue on.

## 7. GENERAL

- 7.1 This agreement, as well as its terms and conditions, shall be binding upon the heirs, assigns, successors-in-title and parents, subsidiaries and affiliates of the parties.
- 7.2 No amendment, deletion, alteration, cancellation, interpretation or waiver of any of the provisions of this agreement shall be effective unless made in writing and signed by the parties to this agreement.
- 7.3 The failure to enforce or to require the performance at any time of any one of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this agreement.
- 7.4 No relaxation or indulgence which the Carrier may grant to the Customer shall constitute a waiver of the rights of the Carrier and shall not preclude the Carrier from exercising any of its rights which may have arisen in the past or which might arise in the future.
- 7.5 This agreement contains the entire agreement of the parties in respect of the subject matter of this agreement and supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this agreement.
- 7.6 In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the agreement shall be carried out as nearly as possible according to its original terms and intent.
- The parties further agree to substitute for such invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 7.7 The customer chooses its street address set out in page 2 - Part A (Application) of this agreement as its *domicilium citandi et executandi* ("domicilium") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement.
- 7.8 This agreement shall be subject to, and interpreted by, the laws of the Republic of South Africa.
- 7.9 The rule of construction (the principle of *contra proferentem*) that this agreement shall be interpreted against the party responsible for the drafting of this agreement, **shall not apply**.

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

## **SIGNATURES**

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### **THE CARRIER**

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Sign)

(Name of Carrier's Representative)

Witness 1

(Name)

(Sign)

Witness 2

(Name)

(Sign)

### **THE APPLICANT / CUSTOMER**

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Sign)

(Name of the Applicant's / Customer's Representative)

Witness 1

Witness 2

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

(Name)

(Name)

(Sign)

(Sign)

**PART C – SURETYSHIP**

Surety applicable to this application and agreement (tick one):    € Yes                      € No

I, \_\_\_\_\_, with ID number \_\_\_\_\_, being the  
Surety in this application (**hereinafter referred to as “the Surety”**), and with registered address  
being located at \_\_\_\_\_

Email: \_\_\_\_\_

Contact No: \_\_\_\_\_

which address the Surety chooses as their *domicilium citandi et executandi*, do hereby admit  
that the Surety is liable to, and holds itself bound to

**TOP CROP CARRIERS (PTY) LTD**  
(Registration no. 2012/147192/07)

*(referred to as “the Creditor” or “the Carrier”)*

and its successors in title for the due and proper fulfilment of all the obligations of and for the  
punctual payment of all sums which are or may become due by

*(referred to as “the Debtor” or “the Applicant” or “the Customer”)*

in terms of, or in connection with or arising in any way whatsoever out of:

This written application and agreement in terms of which goods/services are to be sold and  
delivered, alternatively services to be rendered, by the Creditor (Carrier) to the Debtor (Applicant).

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

I, being the Surety, alternatively the duly authorized representative of the Surety, agree and declare that:

1. I am fully acquainted with all the terms and conditions of this agreement.
2. No act of indulgence, relaxation or grace granted by the Creditor to the Debtor or Surety (including any act of accepting payment after due date or in accepting a lesser sum than the amount due), shall prejudice or affect the Creditor's rights in terms hereof; and if any action by the Creditor results in terms hereof, and if any action by the Creditor results in a novation of any debt or liability between the Creditor and the Debtor or if any transaction between the Debtor and Creditor is terminated in terms of section 6C of the Usury Act, 1968 as amended, and a new transaction concluded in place thereof, then Surety undertakes and agrees to be similarly bound as Surety and Co-Principal Debtor in favour of the Creditor for such novated debt or liability or such newly concluded transaction.
3. All acknowledgments of indebtedness and admissions by the Debtor shall be binding on the Surety.
4. The Creditor shall be entitled, without prejudice to its rights and without detracting from my liability hereunder, to release any securities or other sureties given to it or to give time to or compound with or make any arrangements with the Debtor or Surety in regard to the fulfilment of any of the Debtor's obligations as the Creditor in its absolute discretion deems fit.
5. The Creditor is hereby irrevocably authorised to apply any monies received by it from the Surety in terms of this Suretyship against the indebtedness to it of the Debtor in such a manner as the Creditor in its discretion may think fit.
6. This Suretyship shall remain in force as a continuing security until such time as all the obligations of the Debtor to the Creditor in terms of the said Agreement aforesaid have been duly and properly fulfilled.
7. This Suretyship shall be in addition to and without prejudice to any other Suretyship or securities now held or hereafter held by the Creditor from or on behalf of the Debtor.
8. (a) The amount of the Surety's indebtedness hereunder and that of the Debtor to the Creditor at any time, shall be determined and proved by a certificate signed by the Creditor (or by any attorney or chartered accountant on behalf of the Creditor, whose appointment, qualification and/or authority need not be proved).
8. (b) A certificate in terms of sub-clause 8(a) hereof shall be binding on the Surety, shall be prima facie proof of the amount of the Surety's indebtedness hereunder and shall be valid as a

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

liquid document against the Surety in any competent court for the purpose of obtaining provisional sentence or judgment against Surety thereon.

9. Should the Creditor cede its claim against the Debtor to any third party, then this Suretyship shall be deemed to have been given by the Surety to such cessionary who shall be entitled to exercise all rights in terms of this Deed of Suretyship as if such cessionary were the Creditor.
10. Should the Surety at any time in defending any action based on this Suretyship allege that there is no reason or cause for the Debtor's obligations to the Creditor or that errors have been made in the calculation of the amount claimed, then the onus of proving such a defence will rest on the Surety.
11. I, as the Surety or acting on behalf of the Surety, renounce the benefits of excursion, division and cession of action, the full meaning and effect whereof I know and understand.
12. If the Debtor is placed under provisional or final winding up, the Surety's liability hereunder shall not be affected in any way. In particular this Suretyship shall continue to guarantee, subject to all the provisions set out in this document, the payment of any indebtedness of whatsoever nature which may become due by the Provisional Liquidator and/or Liquidator, as the case may be, in connection with the aforesaid agreement, whether such indebtedness is in respect of monies owing or damages or arises in any way out of statutory or other intervention of one or other of the aforementioned persons.
13. This Suretyship constitutes the entire surety agreement between the Creditor and the Surety and no variation thereof shall be of any force or effect unless it is in writing and signed by both the Creditor and the Surety or Surety's duly authorized representative.
14. Each signatory (where applicable) who is married warrants and represents to the Creditor that no consent from such signatory's spouse is required in terms of the Matrimonial Property Act, No. 88 of 1984 (as amended) to bind the joint estate of such signatory and his spouse (where applicable). Each such signatory acknowledges that they know and understand the full meaning and effect of the afore-going.
15. I acknowledge that no representations whatever have been made to me in order to induce me to sign this Suretyship; same is true on behalf of the Surety as applicable.
16. The Creditor shall be entitled, at its option, to institute action against the Surety in any Magistrate's Court, notwithstanding that the amount claimed might exceed the jurisdiction of such Court. The Surety hereby consents to the jurisdiction of the Magistrate's Court.
17. Should any provision or term of this agreement be held to be invalid or unenforceable, then such term or provision shall be severed from this agreement, and, accordingly, this agreement shall be construed as if such invalid or unenforceable term or provision was never a part hereof.

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

The parties agree to substitute such invalid or unenforceable term or provision with a replacement that most closely approximates and confers the effect and economic intent of the parties.

18. **The signatories to this agreement warrant and undertake that they are duly authorized and able to sign this agreement on behalf of the parties; such signatories also warrant and undertake that they are fully able to bind the parties to the provisions and conditions of this agreement.**

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**SIGNATURES**

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**THE CREDITOR (THE CARRIER)**

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Sign)

(Name of Creditor Representative)

**Witness 1**

Full Names and Surname:

\_\_\_\_\_

Identity Number:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact number:

\_\_\_\_\_

**Witness 2**

Full names and Surname

\_\_\_\_\_

Identity Number:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact number:

\_\_\_\_\_

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

**THE SURETY**

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Sign)

(Name of Surety or their Representative)

**Witness 1**

Full Names and Surname:

\_\_\_\_\_

Identity Number:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact number:

\_\_\_\_\_

**Witness 2**

Full names and Surname

\_\_\_\_\_

Identity Number:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact number:

\_\_\_\_\_

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_

Carrier initial: \_\_\_\_\_ Applicant initial: \_\_\_\_\_ Witnesses initial: \_\_\_\_\_