

### CUSTOMER INFORMATION FOR COD ACCOUNT AND SURETYSHIP

1. Trading name of business:	
2. Registered name of business:	
3. Previous trading/registered names:	
4. Incorporated form of business:	Reg. number of incorporation:
5. VAT registration number ( <i>attach certificate</i> ):	Date of establishment of business:
6. Registered name of holding company:	
7. Names of subsidiary and associate companies:	
8. Business activities:	
9. Registered address:	E mail:
10. Postal address:	Code:
11. Contact person for orders:	Tel and E-mail:
12. Details of <input type="checkbox"/> Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners	
13. Full name:	ID No. (or date of birth):
14. Residential address:	% Shareholding/Interest:
15. Full name:	ID No. (or date of birth):
16. Residential address:	% Shareholding/Interest:
17. Banker's details - Institution:	Branch: Date opened:
18. Account name:	Account number:
19. Method of payment	
Cash:	Credit Card
EFT	Cheque
20. Name of cheque signatory:	Name of cheque signatory
21. ID Number:	ID Number
22. Residential address	Residential address

The Customer acknowledges that any amount due for goods or services will be due unconditionally before goods are released by the Company. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. **I hereby certify that all above information is correct.**

I/We confirm that I/we have read and understand the context of this agreement and Suretyship and sign it freely and voluntarily.

Signed: ( <i>CEO / MD / Owner / Member / Partner / Director (with a resolution of the board)</i> )	Place:	Date:
Printed name(s):	Corporate designation of signatory:	



## **PERSONAL GUARANTEE**

"I/We the Guarantor/s listed below, do hereby bind myself/ourselves jointly and severally as co-principal The Customer/s and for the primary continuing obligation for the proper and punctual payment by The Customer to The Company and/or its Cessionary/ies of all amounts whatsoever due and owing arising out of or incidental to all Sales Agreement/s and the schedule/s thereto concluded between The Company and The Customer, whether actual or contingent, present or future and howsoever arising (the "Guaranteed Obligations");

I/We agree as a separate, additional, primary and continuing obligation to indemnify The Company and/or its Cessionary/ies, from time to time on demand, from and against all and any loss or damage incurred by The Company and/or its Cessionary/ies as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to The Company and/or its Cessionary/ies. The amount of such loss shall be the amount which The Company and/or its Cessionary/ies would otherwise have been entitled to recover from the The Customer arising from the Guaranteed Obligations;

I/We undertake to pay the amounts referred to above plus accrued unpaid interest (including any default interest) in terms of this guarantee and any other amounts owing to The Company and/or its Cessionary/ies in terms of the Guaranteed Obligations at a rate of 6 (six) percent per year above the prevailing publicly quoted base rate of interest per annum at which any one of The Company's bankers will lend on overdraft ("prime");

I/We shall promptly provide The Company and/or its Cessionary/ies with such information which is in my/our possession concerning me/us as The Company and/or its Cessionary/ies may from time to time reasonably require.

I/We shall ensure that my/our liabilities under this Guarantee will rank at least equal in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities;

I/We renounce the benefits of excussion, division and cession of action, the nature and extent of which I/we acknowledge myself/ourselves to be aware;

I/We consent to the jurisdiction of the Magistrate's Court provided The Company shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction;

I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale;

I/We choose as my/our domicile for all purposes arising out of this guarantee, the address/es as set out below;

I/We warrant and represent that I/We have received and will continue to receive adequate value for the granting of this guarantee;

I/We agree that where it is contemplated that more than one person will sign as guarantor, I or any of us who may have signed as Guarantor shall be bound jointly and severally, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms of this guarantee.

I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this guarantee shall be of any force or effect unless it is in writing and signed by The Company and/or its Cessionary/ies, in the event of a cession in terms of the aforewritten Agreement

I/We consent to The Company and/or its Cessionary/ies making enquiries about my/our credit record with any credit reference agency and any other party to confirm any details. The Company and/or its Cessionary/ies may also provide credit reference agencies with regular updates regarding how I/we manage my/our accounts including any failure to meet agreed terms and conditions. I/We agree that credit reference agencies may, in turn, make the records and details available to other credit grantors.

I/We consent to a certificate, signed by any manager of The Company and/or its Cessionary/ies (whose appointment need not be proved by The Company) as to any amount due and/or owing by the Guarantor/s in terms of or arising out of Guaranteed Obligations as prima facie (rebuttable) proof of the matters herein stated for all purposes.

I/We confirm and warrant that to the extent to which the provision of section 15 of the Matrimonial Act of 1984 may apply to me/ us, I/We have obtained the consent of our spouses to the granting of this Guarantee

Signed as guarantor and co-principal debtor: <i>(CEO /MD / Owner / all Members /all Partners /all Directors)</i>	
Printed name(s):	Corporate designation of signatory:

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Printed name(s):	Corporate designation of signatory:

**DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION:**

1. Company Registration document
2. Copy of signatories and directors' ID's
3. Copy of Vat certificate
4. Proof of banking details
5. Proof of operating address

**FOR OFFICE USE:**

Trade references checked by	
Credit report requested by	
Salesperson involved	
Credit limit	
Terms	
Approved:	Date: