



Application for 30-Day Credit Facility With Reinforcing & Mesh Solutions Group (RMS)

A Division of Capital Africa Steel (Pty) Ltd

RMS BRANCHES

Branch	Contact Number	Debtor's Email
Bloemfontein	Tel: +27 51 492 0130	preciousn@rms-sa.co.za
Eastern Cape	Tel: +27 41 461 1192	kasheefac@rms-sa.co.za
Johannesburg	Tel: +27 11 878 6820	tebogoma@rms-sa.co.za
KwaZulu-Natal	Tel: +27 31 700 6883	preciousn@rms-sa.co.za
Polokwane	Tel: +27 15 495 0928	tebogoma@rms-sa.co.za
Nelspruit	Tel: +27 13 492 0001	tebogoma@rms-sa.co.za
Rebarworx (Northern Cape)	Tel: +27 53 723 1648	preciousn@rms-sa.co.za
Western Cape	Tel: +27 21 905 9160	charlenevw@rms-sa.co.za
East London	Tel: +27 43 492 1652	tebogoma@rms-sa.co.za

Please note that this application form must be completed in full before your application will be evaluated. Kindly complete and return it to our offices. The original document must be posted or delivered directly to the Supplier.

NAME OF APPLICANT: _____

FOR OFFICE USE ONLY					
Approved:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Credit Limit Requested:
Date Sent:				Date Approved:	
Account No.:				Limit Approved:	

Comments: _____

Signed: Authorised World Credit Representative

Signed: Authorised RMS Credit Manager

Date: _____

Date: _____

Initials





APPLICATION FOR CREDIT FACILITY

Part A: THE SUPPLIER

REINFORCING & MESH SOLUTIONS GROUP (hereinafter referred to as the "Supplier").

Part B: THE BUSINESS

Being duly authorised hereto, the Applicant hereby applies for the extension of credit facilities from the SUPPLIER. The following information is submitted as the basis for your consideration of my/our application.

I/We _____ ('the Applicant') hereby apply for the extension of credit facilities from the Supplier. The following information is submitted in support of my/our application.

The person completing this form personally confirms and warrants that they are duly authorised to do so.

Full Trading Name of the Applicant: _____

Registered Name of the Applicant: _____

Identity/Passport No. of the Applicant (if individual): _____

Nature of Applicant (if Juristic Person): Private Company , Close Corporation , Partnership , (tick applicable box)

Other: _____ **Date Established:** _____

Turnover per Annum: R _____ **Net Asset Value:** R _____

If the Applicant is a Juristic Person with a Turnover or Net Asset Value of less than R1 million, or if the Applicant is a Natural Person, **Part G** hereto must be completed in full, and the correctness thereof is hereby confirmed. In the event that the Turnover and/or Net Asset Value are not filled in, the Applicant warrants that the values exceed R1 million.

Registered Address of Company: _____

Physical Address (See para 9): _____

Postal Address: _____ **Postal Code:** _____

Telephone No.: _____ **Fax No.:** _____

Email: _____ **Cell No.:** _____

VAT Reg. No.: _____ **Company Reg. No.:** _____

Type of Business: _____

Business Address Rented / Owned: _____

If rented, please provide the landlord's details: _____

Initials



Part C: THE MANAGEMENT

Full names of all owners, shareholders, partners, trustees, directors, or members. If more than three (3), attach an initialled annexure.

Name: _____ ID No.: _____

Residential Address: _____

Postal Address: _____ Postal Code: _____

Telephone No.: _____

Name: _____ ID No.: _____

Residential Address: _____

Postal Address: _____ Postal Code: _____

Telephone No.: _____

Name: _____ ID No.: _____

Residential Address: _____

Postal Address: _____ Postal Code: _____

Telephone No.: _____

Part D: ASSETS AND LIABILITIES

(Details of immovable property owned by the Applicant. If additional space is required, attach an initialled annexure.)

Street Address: _____

Erf No.: _____

Estimated Value: _____ Mortgage Owing: _____

Part E: OTHER INFORMATION

Bank: _____ Branch: _____

Account No.: _____ Account Name: _____

(If less than 3 years with current bank, supply previous banking details as well in annexure.)

Person authorised to handle account queries: _____

Contact details: _____ Email: _____

Auditor / Accounting Officer / Accountant (please specify): _____

Contact Person: _____ Telephone No.: _____

Initials



Part F: TRADE REFERENCES

1. Name of Supplier: _____

Contact Person: _____ Telephone No.: _____

2. Name of Supplier: _____

Contact Person: _____ Telephone No.: _____

3. Name of Supplier: _____

Contact Person: _____ Telephone No.: _____

Credit Limit Required: R _____

Initials



ACKNOWLEDGMENTS, CONFIRMATIONS AND CONSENT BY AND ON BEHALF OF THE APPLICANT

1. I/We hereby certify that the details given in this document are true and correct in every respect and undertake to notify the Supplier in writing within five days of any changes in the details above, including but not limited to changes in shareholding, membership, ownership, name, telephone number and/or address.
2. I/We warrant that the trustees/members/directors/partners/owners have never been insolvent or associated with a business failure, and that the Applicant is not commercially or factually insolvent, contemplating liquidation or sequestration, in business rescue or contemplating business rescue. (If not, provide details on a separate sheet.)
3. I/We hereby accept and undertake to be irrevocably bound by the Standard Terms and Conditions forming part of this application, which I/We acknowledge having read and understood, and confirm that the content of each page has been initialled.
4. The Applicant hereby irrevocably cedes, pledges, assigns, transfers, and makes over unto and in favour of the Supplier all of its rights, title, interest, claims and demands in and to all book debts of whatsoever nature and description, and howsoever arising, which the Applicant may now or in future have against its debtors, without exception, as continuing security for the due payment of its financial obligations to the Supplier. The Applicant undertakes to deliver, on demand, a schedule reflecting the amount owing, physical and postal addresses, contact numbers, and surety details (if any), as well as any further information and/or documentation (originals where required) requested by the Supplier to recover such debts.
5. I/We acknowledge that if a credit facility is granted as a result of this application, it may be withdrawn or amended by the Supplier at any time, with or without prior notice (where applicable in terms of the Act). The Supplier retains sole discretion to grant or continue the credit facility. The approved credit limit will be communicated in writing and is solely for the benefit of the Supplier. The Applicant remains bound by this agreement and indebted to the Supplier, even if the credit limit is exceeded from time to time.
6. I/We understand all risks and costs associated with entering into this agreement, and declare that all rights and obligations of the Applicant have been explained in full. It is further confirmed that this agreement was requested in English, an official language which I/We read and understand.
7. I/We confirm our understanding and acceptance of the risks and costs provided for in this agreement, along with the full rights and obligations of the Applicant.
8. I/We consent to entering into the Deed of Suretyship, which is attached hereto, and acknowledge that it forms part of this agreement.
9. I/We confirm that the supporting documents attached hereto are true copies of the originals and a fair reflection of their stated content.
10. I/We confirm the Applicant's ability to pay all amounts due in terms of this credit facility, if granted, and declare that the Applicant is not over-indebted as defined in the National Credit Act, as applicable.

DATED AT _____ ON THIS _____ DAY OF _____ 20____

Witness 1

Name(s) & Surname: _____

Position: _____

Address: _____

Witness 2

Name(s) & Surname: _____

Position: _____

Address: _____

Duly Authorised Signatory

Name(s) & Surname: _____

Position: _____

Address: _____

Applicant's Company Stamp

Initials



Part G: AFFORDABILITY ASSESSMENT

To be completed **only** if the Applicant is a natural person, or is a juristic person with a total asset value or annual turnover below R1 million (threshold value in terms of Section 7(1) of the National Credit Act).

Attach the following supporting documents:

- Audited balance sheets
- Recent payslips (3 months)
- Recent bank statements (3 months)

All documents must be **certified and/or authenticated**, as applicable, and are in addition to the documents required above.

Accurately disclose total indebtedness below:

(If additional space is required, attach an initialled annexure hereto)

Description	Amount due to credit providers
Total Mortgage	R
Total Long-Term Loans	R
Total Short-Term Loans	R
Total Creditors Payable to Date	R
Total	R

Accurately disclose average income over a 3-month period

Total Income	R
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Accurately disclose all expenses below:

(If additional space is required, attach an initialled annexure hereto)

Description	Monthly Average over a 3-Month period
Rental or Mortgage	R
Total Long-Term Payable Debt	R
Total Short-Term Payable Debt	R
Creditors Payable	R
Insurance	R
Telephone & Fax	R
Water & Electricity	R
Transport	R
Consumables	R
Maintenance Expenses	R
Payroll	R
Other (please specify):	R
	R
	R
	R
Total	R

Initials



TERMS AND CONDITIONS

1. DEFINITION

“Supplier” shall mean **REINFORCING AND MESH SOLUTIONS GROUP**
Capital Africa Steel (Pty) Ltd Registration No.: **2003/008668/07**

INCLUDING THE FOLLOWING DIVISIONS OF CAPITAL AFRICA STEEL:

Reinforcing & Mesh Solutions – Johannesburg
Reinforcing & Mesh Solutions – Bloemfontein
Reinforcing & Mesh Solutions – Nelspruit
Reinforcing & Mesh Solutions – Western Cape
Reinforcing & Mesh Solutions – Eastern Cape
Reinforcing & Mesh Solutions – East London
Reinforcing & Mesh Solutions – Polokwane

SUBSIDIARIES:

Reinforcing & Mesh Solutions (KZN) (Pty) Ltd Registration No.: **2002/029004/07**
Rebarworx (Pty) Ltd Registration No.: **2010/011391/07**

“Applicant” shall mean the entity applying for credit facilities, as fully described in the Application for Credit Facilities attached hereto.

2. APPLICATION

- a. These terms and conditions shall apply and regulate the sale of any goods or rendering of any services by the Supplier to the Applicant, arising out of any offer made by either the Supplier and accepted by the Applicant or *vice versa*, or any other agreement reached between the parties.
- b. In the event that the National Credit Act and/or Consumer Protection Act 68 of 2008 applies to this agreement or to a specific transaction, any provision of the agreement, or of the particular transaction concerned in conflict with these acts shall be read in such a way that it is not in contravention of the applicable act, or if this is impossible, shall be deemed to be deleted and shall not apply or have any effect on the validity of this agreement.

3. ORDERS AND DELIVERY

- a. Orders by the Applicant for the Supplier's goods or services shall be made in writing, or any other manner nominated by the Supplier, to such address as set out in PART A hereto.
- b. Orders shall constitute irrevocable offers to purchase the goods or services in question at the usual prices of the Supplier and shall be accepted by the Supplier by the delivery of the goods and/ or provision of the services or by the written acceptance or confirmation of the order and the issuing of an order number.
- c. Oral orders shall similarly be capable of acceptance by the Supplier, but the Supplier will not be responsible for any errors or misunderstandings occasioned by the Applicant's failure to make orders in writing.
- d. Orders accepted by the Supplier shall not be varied or cancelled by the Applicant, except with the written consent and confirmation of the Supplier.
- e. Delivery of goods to any delivery address as chosen by the Applicant shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Applicant.
- f. Every endeavour shall be made to effect delivery promptly or within the period indicated in writing by the Supplier, but the Supplier does not guarantee dispatch on a specific date.
- g. The Supplier will not be responsible for delays in delivery which are due to *vis major* (acts of God), war, civil unrest, strikes, labour disputes, accidents, weather, breakdown of machinery or raw material scarcity. The Supplier shall furthermore not be liable for any loss or damage, consequential or otherwise, resulting from any delay, cancellation, or suspension of orders for reasons beyond the Supplier's reasonable control.
- h. If the Applicant delays or fails to take delivery of the goods ordered, the risk shall immediately pass to the Applicant and it accepts liability for the reasonable costs of storing, insuring, and handling and re-delivery of the goods, until delivery takes place.
- i. Any delivery note issued by the Supplier and purporting to be countersigned by or on behalf of the Applicant shall on the mere production thereof serve as *prima facie* evidence of the fact that the goods described therein were delivered to the Applicant in terms of an order placed by the Applicant and of the quantity and condition ordered by the Applicant.
- j. All goods supplied to the Applicant shall be presumed to have been delivered in good order and condition and/or all services supplied to the Applicant shall be presumed to have been rendered to its satisfaction, unless the Applicant, within fourteen (14) calendar days of delivery, notifies the Supplier in writing of any alleged defect and returns the relevant goods to the Supplier. Failure to provide such written notice within the stipulated period shall be deemed an acknowledgment by the Applicant that the goods and/or services were ordered, delivered, and accepted without defect.
- k. Save for instances governed by the Consumer Protection Act, goods sold by the Supplier are not returnable, except at the Supplier's sole discretion. Any such return shall be at the Applicant's expense and subject to the return conditions determined by the Supplier on a case-by-case basis.

Initials



4. PAYMENTS AND PRICES

- a. The purchase price for all goods supplied or services rendered shall be paid in full, without deduction or set-off, within 30 (thirty) calendar days from the date of the Supplier's invoice.
- b. The Supplier may allocate payments received from the Applicant to any amounts owing by the Applicant to the Supplier at the time of allocation, as the Supplier may, in its sole discretion, deem fit.
- c. The agreed price of all goods supplied and/or services rendered by the Supplier to the Applicant under this agreement shall, in the absence of a written agreement to the contrary, be the Supplier's usual price for such goods and/or services. The price reflected on the Supplier's invoice shall constitute prima facie (sufficient but not conclusive) proof of the Supplier's usual price.
- d. The price reflected on the Supplier's invoice is strictly net and not subject to any discounts, unless otherwise agreed in writing.
- e. The Applicant agrees and acknowledges that, in the event of any breach of these Standard Terms and Conditions — including but not limited to: failure to pay any amount due on the due date; the Applicant suffering a civil judgment; the publication of a notice to surrender its estate under the Insolvency Act; the death of the Applicant (if a natural person); or the Applicant being provisionally or finally liquidated, sequestrated, placed under judicial management or business rescue — all amounts owing by the Applicant to the Supplier, under any agreement for the supply of goods or services, shall become immediately due, owing and payable, irrespective of the dates of purchase or service delivery. In such an event, the Supplier shall be entitled to pursue the remedies set out below, in addition to any other remedies available at law.
- f. The Supplier shall be entitled to suspend further deliveries to the Applicant, claim specific performance, or cancel this agreement. In addition, the Supplier may collect or recover any goods previously supplied, to the value of the outstanding amount then due by the Applicant, without the need for a court order. The Supplier is hereby irrevocably authorised to enter the Applicant's premises for the purpose of recovering such goods.
- g. In the event that the Applicant obstructs the removal of goods, necessitating the obtaining of a court order, the Supplier shall be entitled to an award of costs against the Applicant on a punitive scale.
- h. It shall not be necessary for the Supplier to prove which goods in the Applicant's possession have or have not been paid for. Goods may be identified for collection based solely on packaging or distinguishing marks.
- i. The Applicant shall be liable for interest on all overdue amounts at the maximum rate permitted by law. Such interest shall be calculated and charged monthly in advance. If unpaid, the interest shall be capitalised and added to the principal debt, which shall itself continue to accrue interest until settled in full, including legal costs.

5. CREDIT FACILITIES

- a. In order to manage its risk profile from time to time, the Supplier reserves the right, in its sole and absolute discretion, to unilaterally withdraw or vary the credit limit afforded to the Applicant under this agreement at any time, either without prior notice and without being obliged to provide reasons therefor, or with five (5) days' notice and reasons if so required by the Act.
- b. It is specifically recorded that the credit limit imposed by the Supplier from time to time is for the Supplier's benefit only, and shall not under any circumstances be construed as a limitation of the Applicant's liability to the Supplier.

6. OWNERSHIP/RISK

- a. Notwithstanding delivery of any goods to the Applicant, ownership shall pass to the Applicant only once full payment of the total outstanding amount has been received by the Supplier.
- b. All risk relating to the goods shall pass to the Applicant immediately upon delivery of the said goods, or upon supply of the service.

7. LEGAL PROCEEDINGS

- a. The Applicant agrees that these terms and conditions, including all modifications and amendments, shall be governed by, construed, and enforced in accordance with the laws of the Republic of South Africa.
- b. In the event of any dispute arising between the parties, the Supplier shall have the right to refer such dispute to an independent arbitrator, either mutually agreed upon by the parties or appointed by the Arbitration Foundation of Southern Africa. The arbitrator shall have the widest possible powers to arbitrate the matter, dispense with any or all rules of Court, and issue an award against any or both parties as deemed fit. The award shall be final, binding, and not subject to appeal.
- c. The Applicant consents to the jurisdiction of the Magistrate's Court, even where the value of the claim exceeds its jurisdiction. The Supplier shall, at its discretion, be entitled to institute proceedings in any Court with jurisdiction, rather than proceed via arbitration.
- d. If the National Credit Act is applicable, the Applicant confirms and agrees that this agreement constitutes an incidental credit agreement, as envisioned by the Act.
- e. A certificate signed by a manager or director of the Supplier (whose authority need not be proven) shall, upon mere production, serve as prima facie proof of the Applicant's indebtedness to the Supplier as at the date of the certificate, and as prima facie evidence of proper delivery and supply of the goods or services.
- f. The Applicant shall be liable for all legal costs incurred by the Supplier in enforcing these terms and conditions, including "attorney and own client" costs, tracing agent's fees, and collection charges.

8. INFORMATION

- a. The Applicant agrees that the Supplier may obtain details regarding the Applicant's account status from other known Creditors, and may use such information, together with data obtained from credit bureaus, to assess the Applicant's creditworthiness.
- b. The Applicant acknowledges and agrees that any information relating to its creditworthiness, payment defaults, and the conduct of its account with the Supplier may be disclosed to any other Creditor or to any registered credit bureau.

Initials



9. DOMICILIUM

- a. The Applicant chooses the address set out in PART B, 11 hereto as its *domicilium citandi et executandi* for the valid service of any and all legal proceedings and notices, for any purpose arising out of, or in connection with, the relationship between itself and the Supplier, as regulated by this agreement.
- b. The Supplier chooses as its *domicilium citandi et executandi* the address set out in PART A hereto.
- c. Any notice given in terms of this agreement shall be in writing and shall be deemed to have been duly received by the addressee on the date of delivery, if hand delivered. If sent by prepaid registered post, it shall be deemed received on the 8th calendar day following the date of posting. The Applicant confirms and accepts that transmission by facsimile or email shall constitute valid delivery, and that receipt shall be deemed one day after dispatch. A positive fax report or email "read receipt" shall constitute valid and sufficient proof of delivery and shall be deemed to comply fully with the requirements of the Act.

10. WARRANTIES & INDEMNITY

- a. The Supplier gives no warranties, express or implied, and disclaims all liability to the Applicant in connection with the performance of its obligations, the goods supplied, or the Applicant's use thereof. Under no circumstances shall the Supplier be liable for any special, indirect, or consequential damages, including but not limited to loss of profits.
- b. Any advice or opinion given by the Supplier's employees is for the Applicant's benefit only. The Supplier accepts no responsibility for any loss or damage arising from reliance thereon, and the Applicant confirms this indemnity.
- c. In the event of any liability being found against the Supplier, any award shall not exceed the total price paid, or payable, by the Applicant for the specific goods or services giving rise to the claim.

11. GENERAL

- a. This contract represents the entire agreement between the Supplier and the Applicant and shall govern all future contractual relationships between the parties and shall also be applicable to all nominated debts which the Applicant may owe to the Supplier prior to the Customer's signature hereto, being an amendment and replacement to any previous stipulated agreement.
- b. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral shall be of any force and effect, unless reduced to writing and signed by a director of the Supplier.
- c. No warranties, representations or guarantees have been made by the Supplier, or on its behalf, which may have induced the Supplier to sign this document.
- d. No relaxation or indulgence which the Supplier may give at any time in regard to the carrying out of the Applicant's obligations in terms of any contract shall prejudice the Supplier or be deemed to be waiver of any of the Supplier's rights in terms of any contract.
- e. The Applicant shall not cede its rights nor assign its obligations acquired in terms hereof.
- f. The Supplier shall at any time, in its sole discretion, be entitled to cede all or any of its rights in terms of this agreement, including all terms and conditions and sureties, to any third party without prior notice to the Applicant.
- g. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.
- h. Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms, nor the contract as a whole.
- i. Provided that they do not conflict with any of the terms and conditions contained herein, such general practices, terms and conditions applicable to the industry or profession in which the Supplier conducts business shall be applicable to all dealings between the Supplier and the Applicant.

Initials



DEED OF SURETYSHIP

I/We, the undersigned,

Full Name: _____ **Identity No.:** _____

Residential Address: _____

Marital Status: _____ **Married in/out** _____ of community of property.

Postal Address: _____

Contact No.: _____

And

Full Name: _____ **Identity No.:** _____

Residential Address: _____

Marital Status: _____ **Married in/out** _____ of community of property.

Postal Address: _____

Contact No.: _____

Do hereby bind myself/ourselves jointly and severally as Surety/Sureties and co-principal Debtor/s *in solidum* unto and in favour of **Reinforcing and Mesh Solutions** (hereinafter referred to as the "Creditor"), {including its order or assigns, successors in title, holding company or subsidiaries}, with _____ (Principal Debtor/Applicant's name.)

With Registration No./Identity No.: _____

With Principal Place of Business: _____
(Chosen *domicilium citandi et executandi* for Surety)

(hereinafter referred to as the "Principal Debtor"), for the due and punctual payment by the Principal Debtor to the Creditor, of any amount which is now or which may hereafter become owing and payable, by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising. This Suretyship is given as a continuing, unlimited, covering Suretyship for any present or future indebtedness of the Principal Debtor to the Creditor and is subject to the following terms and conditions:

1. This Suretyship shall remain in full force and effect notwithstanding any fluctuation in, or even temporary extinction of, such indebtedness.
2. I/We bind myself/ourselves, in the event of the Principal Debtor being liquidated, declared insolvent, or placed under judicial management, business rescue, or any form of administration, and confirm that I/We shall not file any claim against the Principal Debtor in competition with the Creditor.
3. I/We confirm that, in the event of any default by the Principal Debtor, action may be instituted against me/us for the full indebtedness of the Principal Debtor, whether or not the full amount is yet due.
4. I/We confirm that, in the instance of the Principal Debtor reaching a compromise or debt re-arrangement with Creditors, or in the event of a debt restructuring based on the acceptance of a Business Rescue Plan as envisioned in the Companies Act, or any restructuring of any kind, the full initial debt shall remain due and payable by me/us, even if an alternative arrangement or terms are agreed in such Plan, or if no reference to sureties is made therein.
5. I/We shall be bound by all admissions or acknowledgments of indebtedness made or given by the Principal Debtor to the Creditor, and confirm that no defence shall be raised against the value or calculation of such debt, including but not limited to defences based on non-delivery of goods or services, defective goods, or penalties imposed on the Principal Debtor.
6. For the purpose of any action against me/us, a certificate signed by a manager or director of the Creditor (whose appointment, qualification, and/or authority need not be proved) shall serve as prima facie proof of the indebtedness of the Principal Debtor and of the due date of payment.

Initials



7. I/We acknowledge that all amounts due, owing, and payable by the Principal Debtor to the Creditor shall be recoverable from me/us, notwithstanding that the Principal Debtor may have any claim or counterclaim of any nature against the Creditor.
8. I/We hereby renounce the benefits of the legal exceptions excussion, division, de duobus vel pluribus reis debendi (the benefit of not being liable for the entire debt by reason of the existence of co-debtors), and no value received, with the full meaning and effect of which I/We declare myself/ourselves fully acquainted.
9. Notwithstanding that the Creditor shall be entitled to institute proceedings in any competent Court, I/We consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrates' Courts Act, even if the claim amount exceeds its jurisdiction, and confirm that such action may be instituted in any Magisterial District having jurisdiction in terms of Section 28 of the same Act.
10. Notwithstanding the above, the Creditor shall not be obliged to institute action against the Principal Debtor before proceeding against the Surety, and the failure to do so shall not constitute a misjoinder nor serve as a valid defence.
11. In the event that more than one person is intended to sign this deed of suretyship and one or more fails to do so, the signatories shall nevertheless remain fully bound and be regarded as sole sureties. No remission, waiver, or benefit shall be afforded to them by reason of the omission of other parties to sign.
12. No consensual cancellation, variation, or modification of the terms of this Suretyship shall be binding unless reduced to writing and signed by, or on behalf of, the Creditor and myself/ourselves.
13. I/We confirm that this Suretyship shall remain binding and enforceable against me/us notwithstanding my/our resignation from the Principal Debtor or cessation of involvement therewith, until a formal release of Suretyship is signed by an authorised representative of the Creditor.
14. The Surety chooses the address of the Principal Debtor as its domicilium citandi et executandi for the service of any notice or legal document.
15. The Creditor is irrevocably authorised to apply any monies received—whether from the Principal Debtor or any surety, and whether under this Suretyship or otherwise—towards the indebtedness of the Principal Debtor in such manner as the Creditor in its sole discretion deems fit, including obligations not yet due, and even where the Surety is not liable.
16. I/We acknowledge that this Suretyship was complete and regular in all respects at the time of my/our signature.
17. Should the Creditor institute legal proceedings for recovery of debt, I/We consent to pay all legal fees on an attorney and own client scale, including tracing agent fees and collection commission as set out by the Legal Practice Council, and as agreed to by the Principal Debtor in the main agreement.
18. I/We consent to the Creditor compiling and/or requesting a credit profile on me/us from any registered credit bureau.

THUS DONE AND SIGNED AT _____ **ON THIS** _____ **DAY OF** _____, 20_____

AS SURETIES:

1. **Full Name:** _____ **Signature:** _____

2. **Full Name:** _____ **Signature:** _____

(Attach certified copies of identity documents of Surety)

AS WITNESSES:

1. **Full Name:** _____ **Signature:** _____

2. **Full Name:** _____ **Signature:** _____

Initials



**CONSENT TO COLLECT, PROCESS AND DISCLOSE PERSONAL INFORMATION TO THIRD PARTIES
PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 (“POPIA”)**

I, the undersigned warrant that I am duly authorised to act on behalf of the Applicant and hereby agree to the processing of the Applicant’s personal information (as defined in POPIA) for the purposes of applying for credit to Company World Credit (Pty) Ltd, the Responsible Party, with its registered address at 54 Hesperus Street Raceview. The Responsible Party is committed to protecting the Applicant’s privacy and recognises that it needs to comply with statutory requirements insofar as it is necessary to process the Applicant’s personal information. In terms of Section 18 of POPIA, the Responsible Party is obliged to inform of the following: -

1. The type of information that the Company will collect and process, includes any personal information provided in the Credit Facility Application Form, the Applicant’s account status from other known Creditors and credit bureaus (including those Suppliers provided as Trade References).
2. The nature/category of the information that the Responsible Party will process will relate to the creditworthiness of the Applicant.
3. The purpose of processing the information will be to consider and determine the creditworthiness of the Applicant.
4. The Responsible Party may, where applicable, transfer the information to a third-party country / organisation.
5. Failure to consent to the processing of such information may compromise the outcome of your Credit Facility Application.
6. The Applicant has the right to access and to amend any information processed by the Responsible Party at any reasonable time. The request to do so may be made via email at colin@companycredit.co.za.
7. The information will be stored by the Responsible Party for no longer than is necessary to achieve the purpose for which it is collected; unless further retention is required by law or contractual obligation, otherwise reasonably required by the Responsible party for lawful purposes relating to its functions and activities, or retained further with the Applicant’s consent, after which point the information will be deleted or de-identified.
8. The information will be stored in hard copy and/or electronic copy; and subject to security safeguards that are in accordance with the standards of POPIA to ensure the safety, integrity and confidentiality of the information.
9. The Applicant agrees that a copy of this document can be furnished to other Creditors, credit bureaus and the Suppliers provided by it as Trade Reference as proof that the Applicant has furnished its consent for the Responsible Party to collect such information and to process it in accordance herewith.
10. The Applicant has the right to direct any complaint regarding the processing of your information in violation of POPIA to the Information Regulation. The Applicant is urged to contact the Responsible Party before doing so, to allow any concerns to be addressed directly.
11. In addition to the above, I understand that the Applicant's personal information is also protected under Section 50 of the Electronic Communications and Transactions Act No. 52 of 2002 (“the ECT Act”). In terms of Section 51 of the ECT Act, I hereby grant express written consent to Collect, Process and Disclose the collection, collation, processing and/or disclosure of such personal information by the Responsible Party, without prejudice to any other legal grounds upon which such processing may be lawfully permitted or required.

I, _____ ID No.: _____ duly authorised to represent _____ (“the Applicant”) with Company Registration No.: _____

hereby confirm that I have read and understood the **Consent to Collect, Process and Disclosure of Personal Information** document and agree to the terms hereof.

THUS DONE AND SIGNED AT _____ **ON THIS** _____ **DAY OF** _____, **20** _____

Signature: _____

Initials