

AFRICAN WELDING COMPANY (PTY) LTD Registration Number: 2020/176625/07 ("AWC")  
**CREDIT APPLICATION FORM**

TYPE OF ACCOUNT	COD	30 DAY FROM STATEMENT NET	INDICATE CREDIT LIMIT REQUIRED	
REGISTERED NAME OF BUSINESS				
TRADING NAME (IF DIFFERENT)				
REGISTRATION NUMBER				
VAT REG. NUMBER				
POSTAL ADDRESS				POSTAL CODE
CONTACT NUMBERS	LANDLINE NO.:		CELL NO.:	
CONTACT PERSONS NAME:				
E-MAIL ADDRESS				
PHYSICAL ADDRESS AND OR DELIVERY ADDRESS  DOMICIUM CITANDJ ET EXECUTAND/	STREET:			
	SUBURB:			
	CITY:			
	PROVINCE:			
	CODE:			
BANK NAME:			BRANCH CODE:	
BANK ACCOUNT NUMBER:			TYPE OF ACCOUNT:	
ACCOUNT HOLDER NAME:				
	PROPRIETORS	DIRECTORS	MEMBERS	PARTNERS
FULL NAME				
ID NO. (OR DATE OF BIRTH)				
FULL NAME				
ID NO. (OR DATE OF BIRTH)				
FULL NAME				
ID NO. OR DATE OF BIRTH				
<p>The Undersigned, who warrants that he/she is duly authorised by the Customer (the signatory) accepts the Standard Terms and Conditions of Sale. The Customer acknowledges that any amount due for goods or services will be due unconditionally within the credit period granted from the date of invoice issued by AWC. The signatory hereby binds himself/herself as co-principal debtor jointly and severally. I hereby certify that all the above information is correct.</p>				
SIGNED:		PRINT NAME		
SIGNED:		PRINT NAME		
SIGNED:		PRINT NAME		
SIGNED:		PRINT NAME		

**Supporting documentation to be attached:** Letter of good standing from Department of Labour, CIPC document, Tax Clearance Certificate, VAT Certificate, BEE Certificate, Company Letter Head, Original or certified copy of a cancelled cheque or a certified letter from the bank reflecting banking details, with an official bank stamp no older than three months, ID document (Private individual only)



DEED OF SURETYSHIP

I/We, \_\_\_\_\_

do hereby bind ourselves jointly and severally to

**AFRICAN WELDING COMPANY (PTY) LTD (“AWC”)**  
Registration Number: 2020/176625/07

its subsidiary companies, successors-in-title and assigns  
(‘the Creditor’)

as Sureties and Co-Principal Debtors for the due and punctual payment, performance and discharge by:

\_\_\_\_\_ (Business Name)

(“the Debtor”)

(Physical Address) \_\_\_\_\_

of the debts and obligations of whatsoever nature arising in any manner from the transactions entered into between the Creditor and the Debtor and any other debts or obligations due and owing by the Debtor to the Creditor arising from whatsoever cause, including but not limited to any judgement debt or other secondary debt (all of which debts and obligations are hereinafter referred to collectively as ‘the obligations’.) As part of our liability in terms hereof we bind ourselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature including, but without derogating from the generality of the foregoing, interest stamp duties, tracing agents charges, attorney and own client legal scale costs and collection commission incurred by the Creditor in securing or endeavoring to secure fulfillment of the obligations.

The rights of the Creditor under this Suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations. This Suretyship shall be an irrevocable continuing covering Suretyship for the debts and obligations aforesaid and in addition to any other security / Suretyship held. Moreover, we shall be bound by all admissions or acknowledgements of indebtedness made or given by the Debtor to the Creditor from time to time and no alteration or variation of any present or future agreement between the Debtor and the Creditor shall in any way release us from our liability hereunder.

The Creditor shall be entitled, without reference or notification to us and without affecting its rights hereunder, to release other sureties and securities, to grant the Debtor extensions of time for payment, and to compound or to make any other arrangements with the Debtor for the discharge of the Debtors indebtedness.

If the Debtor is placed in liquidation or under judicial management, whether provisional or final, or submits an offer of compromise or of composition or scheme of arrangement in terms of any Company or Insolvency law, the Creditor shall be entitled to accept any dividend on account and in reduction of the Debtors indebtedness without prejudicing its rights against us, which rights shall further not be prejudiced by its acceptance of any other securities, guarantees or suretyships arising out of any such event and we further bind ourselves in any such event not to file any claims against the Debtor save with the prior written consent of the Creditor.

For as long as the Creditor thinks fit, and at the option and in the sole and absolute discretion of the Creditor, any moneys paid by us to the Creditor hereunder may be treated as cash security to be held by the Creditor until the creditor releases the debtor.

Should the Debtor fail to discharge any of the obligations on due date, the Creditor shall be entitled, notwithstanding any contrary arrangement with the Debtor, to demand immediate performance from us of all the obligations then owing by the Debtor to the Creditor, whether the due date for the performance of the obligations has arrived or not.

In respect of all contracts entered into by the Debtor with the Creditor, we warrant that each of such contracts will be at the time of execution or formation within the scope, authority and powers and objects of the Debtor, and that all resolutions of and signatures by directors of the Debtors were or, in the case of future contracts, will be properly and with due authority passed, executed and made. If there shall, in respect of any such contracts, be any breach of the terms of this warranty, then we hereby assume the liability to the Creditor, which any such contract purported to impose upon the Debtor.

As collateral security for the discharge of the obligations assumed by me in terms hereof, we hereby cede, assign, transfer and make over unto and in favour of the Creditor all our right, title and interest in and to any amounts which now are or may hereafter become owing to us by the Debtor from any cause of indebtedness whatsoever including, but without derogating from the generality of the foregoing, any reversionary right or interest which we might acquire after termination of any prior cession, assignment or transfer.

For the purpose of any action against us for provisional sentence or summary judgement, a certificate under the signature of any director or the secretary of the company (neither of whose authority it shall be necessary to prove) as to the amount owing by the Debtor to the Creditor and of the fact that the due date for the discharge of the obligations and / or our obligations hereunder has arrived shall be sufficient and satisfactory proof of the facts therein stated unless and until the contrary has been proved.

Initial \_\_\_\_\_

In terms of section 45 of the Magistrates' Court Act of 1994, we hereby consent to the jurisdiction of the Magistrates' Court having jurisdiction in terms of section 28 of the said Act in respect of any action to be instituted against me by the Creditor in terms hereof. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against us in such Magistrates' Court or any other Court having jurisdiction.

We hereby expressly renounce the benefits of the legal exceptions of "order", "execution", "division", "cession of action" and all or any exceptions which could or might be pleaded to any claim by the Creditor against us in terms hereof, the meaning, force and effect of all of which exceptions we declare ourselves to be fully acquainted with.

Prescription shall, in respect of any claim which the Creditor may have hereunder, only commence to run from the date upon which the Creditor make formal written demand on me / us for the satisfaction of any claim arising hereunder, provided that such written demand is made within three years from the date when prescription would otherwise, but for the provisions of this clause, have commenced to run. Any interruption of prescription whether by the Debtor or by process of law shall constitute an interruption of prescription against me / us.

We waive presentment, notice of dishonor and protest in respect of any negotiable instrument made, drawn, accepted, endorsed, signed as avail, surety or co-principal debtor or signed in any other capacity by the Debtor or me / us.

This Suretyship shall continue to bind me / us notwithstanding any amalgamation or reconstruction that may be effected by the Creditor with any other company, corporation or person or any transfer of the creditor's business or any part thereof or any change in the Creditors constitution and shall endure additionally for the benefit of any new company or corporation so formed to carry on the Creditor's business or any part thereof as successor to the Creditor, or as assignee, whether such new company or corporation shall or shall not differ in its name, objects, character and constitution from the Creditor, it being the intent that this Suretyship shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company or corporation or the Creditors successors or assigns as well as the Creditor, and may be proceeded on and enforced in the same manner to all intents and purposes if such new company or corporation or the Creditor's successors or assigns had been expressly named and referred to herein in addition to the Creditor.

This Suretyship shall remain binding on each and every one of us who signs it notwithstanding that any co-sureties referred to herein has / have not signed it.

Where two or more persons execute this Suretyship, or where it purports to be a joint Suretyship by two or more persons, whether such persons had executed this Suretyship or not, then each of the signatories hereto shall be deemed to have executed in the Creditor's favour a separate contract of Suretyship on the terms and conditions herein contained, and accordingly, if for any reason this Suretyship is unenforceable against any of us, it shall remain of full force and effect against and binding upon the other or others of us, being the signatories hereto.

The Creditor shall be entitled, without notice to the undersigned to cede all or any of its rights in terms hereof, either absolutely or as collateral security to any person or persons and whether such cession is made to the cessionary alone or to the cessionary jointly or jointly and severally with the Creditor or to any other person or persons.

The Suretyship shall in all respects be governed by and be construed in accordance with the law of the Republic of South Africa and all disputes actions and other matters in connection therewith shall be determined in accordance with such law.

No variation or waiver of this Deed of Suretyship shall be valid unless reduced to writing and signed by the Creditor or a person duly authorised in writing by it, nor shall any such relaxation or indulgence be deemed to be a novation or a waiver of the terms and conditions of this Suretyship. The originals of this document/s together with the original/s of any related or attached document, is / are and shall at all times remain the property of the Creditor.

Each clause of this Suretyship is severable the one from the other and if any clause is found by any competent court to be defective or unenforceable for any reason whatsoever the remaining clauses shall continue to be of full force and effect.

For the purposes of this Suretyship and any proceedings which may be instituted by virtue hereof, we hereby choose domicilium citandi et executandi as indicated above.

Where all notices and processes may be effectively served and delivered upon me / us.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

Principal Name \_\_\_\_\_ Principal Signature \_\_\_\_\_

Principal Name \_\_\_\_\_ Principal Signature \_\_\_\_\_

Witness Name \_\_\_\_\_ Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_ Witness Signature \_\_\_\_\_