

CREDIT APPLICATION

THANK YOU FOR SHOWING INTEREST IN WATERFORD CARRIERS (HEREINAFTER REFERRED TO AS "THE COMPANY")

PLEASE COMPLETE THE FOLLOWING FORM IN DETAIL TO APPLY TO TRADE AND DO BUSINESS WITH WATERFORD CARRIERS

THE CUSTOMER							
Entity Name							
Trading Name (If Applicable)							
Registration Number					VAT Number		
Entity Type	Individual	Private Company	Public Company	CC	Partnership	Trust	Sole Proprietary
Registered Address of Business							
Physical Address							
Telephone Number(s)					Fax Number		
E-mail Address							

INITIALS _____

AUDITOR INFORMATION			
Auditor Name			
Auditor Address			
Auditor Tel Number			
Auditor E-mail			
1st DIRECTOR / MEMBER / OWNER INFORMATION			
Full Name			
Designation			
ID Number		Tel Number	
Residential Address			
2nd DIRECTOR / MEMBER / OWNER INFORMATION (If Applicable)			
Full Name			
Designation			
ID Number		Tel Number	
Residential Address			

INITIALS _____

AUTHORISED REPRESENTATIVE	
Name and Surname	
Designation	
Signature	
<ul style="list-style-type: none"> • Please attach Resolution from Entity as proof of authority to act on or behalf Entity • The signatory warrants that he / she is duly authorized to act / sign the application and agreement on behalf of The Customer 	

BANKING DETAILS	
Bank Name	
Account Number	
Branch Name	
Branch Code	
Name in which Account operates	
Date Opened	

CREDIT LIMIT REQUIRED	
Rand Value of Credit Limit Required?	R

INITIALS _____

NATIONAL CREDIT ACT – ACT 34 OF 2005		
If The Customer is a Juristic person, does your asset value or annual turnover at date of signature hereof, exceed R1 000 000	Y	N
Any outstanding credit applications	Y	N
If yes, give details:		
Any Bureau Listings?	Y	N
If yes, give details:		
Any Sureties signed?	Y	N
If yes, give details:		

PLEASE GIVE DETAILS OF ANY RELEVANT INFORMATION THAT MIGHT AFFECTS WATERFORD'S DECISION TO GRAND CREDIT INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

Customer's Monthly Turnover	R
Other Income Per Month	R
Net Income (After Tax Deductions)	R
Monthly Expenses	R
Surplus Available	R

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Waterford Carriers (The Company) may carry out a credit check with any one or more licenced agencies, bureaux, trade reference, bank or any other person and may retain a record of the enquiry.

Dated at _____ on this the _____ day of _____ 20__.

NAME AND SURNAME
(Authorised on behalf of Entity)

SIGNATURE

NAME AND SURNAME
(On Behalf Of Waterford)

SIGNATURE

Witness Name & Surname

SIGNATURE

Witness Name & Surname

SIGNATURE

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I, the undersigned, hereby make application for credit facilities with The Company, and declare that:

1. The information supplied above are true and correct
2. I am authorised to sign this application
3. I fully understand and accept the standard terms and conditions attached to this Credit Application, and bind the Entity thereto

ATTACHMENTS:

- a) Copy of **ALL** Company Registration Documents
- b) Copy of VAT Certificate
- c) Proof of address of Company & Utility Bill
- d) Copy of all relevant Identity Documents
- e) Copy of Bank Account Confirmation (From Bank Only)
- f) Resolution of Company
- g) All documents relating to FICA Compliance

Dated at _____ on this the _____ day of _____ 2020.

NAME AND SURNAME

(Authorised on behalf of Entity)

SIGNATURE

NAME AND SURNAME

(On Behalf of The Company)

SIGNATURE

INITIALS _____

FOR OFFICE USE ONLY

Credit Application approved?	YES	NO
Date Approved		
Approved by (Name and Surname)		
Signature		

STANDARD TERMS AND CONDITIONS

In this agreement, unless inconsistent with or otherwise indicated by the context, the following terms shall have the following definitions.

1. DEFINITIONS

- 1.1. **"Agreement"** means this Credit Application subject to approval, together with the Terms and Conditions of this Agreement and/or any Annexures thereto;
- 1.2. **"Due Date"** shall mean 30 calendar days from the date reflected on The Company's statement as delivered to The Customer, whether the statement is delivered via email, normal post or facsimile;
- 1.3. **"Goods"** mean any movable property to be transported by The Company for The Customer;
- 1.4. **"Party / Parties"** shall mean The Company and / or The Customer as provided by context;
- 1.5. **"The Company"** means LadyLuck Trading 2 CC t/a Waterford Carriers (with registration number 2005/085146/23);
- 1.6. **"The Customer"** means the person, persons, people, entity, partnership, close corporation, trust or company placing an order for the delivery of Services by The Company, which order is duly accepted by The Company in terms of the conditions set out herein;
- 1.7. **"Services"** means the Services to be rendered by The Company to The Customer in term of this Agreement, which relates to the transport (take or carry) of Goods from one place to another by means of a vehicle, aircraft, or ship;
- 1.8. **"The Signature Date"** means the date on which The Company Accepts The Customer's Credit Application; and
- 1.9. **"Terms and Conditions"** shall mean the Terms and Conditions as outlined in this Agreement, including any and all consensual amendments and / or variations as provided for in terms hereof.

2. SERVICES

- 2.1. Services relates to the transportation of Goods by The Company for The Customer.
- 2.2. Acceptance of The Customer's order for the rendering of Services by The Company shall be given in writing in the prescribed form of acceptance from time to time, which

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acceptance includes both electronic mail ("e-mail"), letter (post) and telefacsimile ("fax"). In the event that an order to transport goods are received by The Company from The Customer telephonically, The Company will be deemed to have accepted the order upon dispatch of The Company's transport order confirmation to The Customer, which order will confirm the price of the Services fees, subject to a 24 hour right to amend by The Customer.

- 2.3. The Customer accepts that The Company cannot be held to any deadlines, irrespective of the nature thereof.
- 2.4. The Customer will ensure that the waybill / delivery details for each and every package / delivery load, is properly and accurately completed with the name, address of the intended receiver as well as the name and address of the sender.
- 2.5. The Customer will ensure that the Goods are properly and sufficiently packaged (if applicable) and that they have been securely contained, having regard to the nature and fragility of the Goods and the danger of leakage of any substance, given that The Company will not accept any responsibility due to the lack thereof. In the event that any Goods or property that must be transported by The Company needs to be packaged and / or prepared by The Company, The Customer agrees that the Goods and / or property to be transported will be securely packaged and contained at the discretion of The Company.
- 2.6. The Customer is aware of, and will be bound by, the current National And International Regulations relating to the carriage of dangerous or hazardous goods, and that these Goods shall be labelled and handled according to the regulations.
- 2.7. Any Goods stored by The Company on behalf of The Customer will be stored at the risk of The Customer and The Company shall not be responsible for any loss or damages suffered in accordance to the negligence of The Company or its employees.
- 2.8. The Company shall be entitled to contract any airline, or other road carrier service of any other third party with regard to the carriage and storage of Goods if The Company cannot transport the Goods.
- 2.9. Any delivery note, waybill or job card (copy or original) signed by The Customer or third party engaged to transport the Goods and so held by The Company, shall be *prima facie* proof that delivery was made on behalf of The Customer.
- 2.10. The Parties agree that delivery and performance times are quoted and are merely estimates and not binding on The Company, and the Parties agree that the completion date for an order shall constitute an estimated and / or approximate time period for delivery only.
- 2.11. The Company shall not be bound by any warranty or indication provided to The Customer in any manner relating to the Completion Date stipulated.

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- 2.12. The Company undertakes to take all reasonable efforts to ensure that the Goods are delivered to the third party as provided for below within the stipulated period (i.e. completion of the order), but if The Company does not do so The Customer shall have no claim against The Company arising therefrom relating to any damages The Customer may or may not have incurred, including, but not limited to, consequential or punitive damages resulting from the delayed completion of the order by The Company.
- 2.13. If no delivery date is specified by The Customer, The Company undertakes to deliver the Goods as soon as it is possible and when it is practicable to do so.
- 2.14. Should The Customer request The Company to withhold or postpone delivery of the Goods, and in the event of The Company's agreeing thereto in writing prior to delivery, The Company shall be entitled to charge The Customer, who undertakes to pay, storage costs in respect of the Goods, to The Company at a rate to be mutually agreed to by the Parties.
- 2.15. Unless otherwise stipulated or agreed between the Parties, the risk in and to the Goods to be transported shall pass to the receiver of the Goods upon delivery, which delivery shall be construed to have been properly affected as provided:
- 2.15.1. in the case of deliveries by road - upon delivery either to the receiver, the receiver's designated agent or to any "onward transporting authority" in vehicles other than those of The Company. Upon completion of loading of each respective road vehicle, it being understood in all cases that such carrier shall be deemed to be the agent of The Customer; and
- 2.15.2. in the case of deliveries by road where The Company's vehicles (i.e. where The Company uses its own vehicles or employs for the Services of a transporter / logistics entity) are utilised, upon tender of the Services for acceptance within normal business hours at The Customer's place of business or Customer's other designated address.
- 2.16. Notwithstanding anything previously contained, no carrier shall be obliged to enter the premises of The Customer to enable off-loading to be affected. It is understood that should any such vehicle enter The Customer's premises, then (and in that event), The Company and / or its employees and / or agents shall accept no liability for any damage or loss occasioned to The Customer or any third party arising in any way from such entry of such vehicle or from the off-loading thereof or from any negligent act or omission of The Company and / or The Company's employees and / or The Company's agents during the course of entering, exiting or off-loading. The Customer hereby indemnifies and holds The Company harmless against liability for such damage or loss.

3. PAYMENTS

- 3.1. A credit approved Customer shall lose the approval when payment is not made on the terms agreed upon by the Parties. The Company may unilaterally cancel the

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credit approval by way of writing and deliver this cancellation per email to the address used in the normal course of business.

- 3.2. The Parties agree that if The Customer does not have an approved account (approved credit application) with The Company, the Services will be paid for on a cash on delivery basis, "**COD**".
- 3.3. Both Parties agree that in the event that a quotation is provided, such quote shall be valid for 7 (seven) calendar days subject to the availability of Services and any price quoted is subject to variation and fluctuation of cost price, and both Parties agree that the order becomes final and binding on receipt and acceptance of the signed quotation by The Company.
- 3.4. The Company shall have the right at any stage to demand that The Customer provides an adequate deposit and / or adequate security, the nature of which security must be acceptable to The Company, for the fulfilment of its obligations in terms of any order by The Customer.
- 3.5. In the event that the deposit or security requested in terms of clause 3.4. above is not furnished within a period of seven (7) calendar days of The Company's demand for same, then The Company shall be entitled to reject The Customer's order and / or cancel any agreement of sale into which The Company may have entered with The Customer.
- 3.6. Any payment due to The Company by The Customer under this Agreement shall be due and payable within thirty (30) calendar days from date of statement / invoice(s), and should The Customer not adhere to the payment terms, all outstanding monies will become immediately due and payable.
- 3.7. Any amount not paid on the Due Date shall bear interest at a rate equivalent to the maximum permissible finance charge rate allowed from time to time in terms of The National Credit Act, 34 of 2005, and having reference to the prime lending rate of The Company's official business banking institution.
- 3.8. Discounts offered on quotations are strictly on payment terms agreed upon and should payment not be received within the terms all discount shall be forfeited.
- 3.9. In the event of an outstanding payment, The Company reserves the right to retain any Goods, and should payment be outstanding for 6 (six) months The Company may sell The Customer's Goods in The Company's possession.

4. **WARRANTIES / EXCLUSION OF LIABILITY**

- 4.1. Save to the extent of any obligations by The Company in terms of the CPA for the Services, The Company shall not be under any liability (including liability for negligence but not gross negligence) for any loss, damage or injury to The Customer whatsoever, no matter when or how, arising from the provision of the Services, whether direct or indirect, consequential or contingent.

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- 4.2. The Customer indemnifies The Company in respect of any claim by any person against The Company resulting from any act or omission, whether negligent or otherwise, of The Company in respect of the Services, excluding those amounting to gross negligence.
- 4.3. The Company does not give any warranty against defects, be they patent or latent, nor does The Company give any warranties or guarantees of any nature or make any representations whatsoever in respect of the Goods or of the Goods fitness / suitability for any particular purpose (whether or not that particular purpose is or could be deemed to be known to The Company) other than any warranty or guarantee that may have been expressly given in writing. The Company shall be deemed to be unaware of the particular purpose for which the Goods or any product made therefrom is required.
- 4.4. The Company shall not be liable under any circumstances whatsoever for any loss of any profit or other special damages or any indirect or consequential damages arising out of any breach by it or any of its obligations under this contract or any negligence or omission on the part of The Company or its employees and / or agents for any reason.
- 4.5. The Company shall not attract any liability of any nature to The Customer or any third party, should Goods not be delivered on or before the requested date and the delay will not afford The Customer any rights to withhold any payments in this regard.
- 4.6. The Company will not be liable for any negligent representations made by The Customer and The Customer shall be liable for any additional costs due to these acts / omissions

5. **CLAIMS**

- 5.1. Should The Customer allege that any Goods were defective at the date of delivery by reason of any fault or error in the quality, condition or description of the Goods, or were not in accordance with the Agreement, The Customer shall, even if it is able to substantiate such allegations, have no claim whatever against The Company unless a complaint is received in writing by The Company and the alleged defective Goods made available for The Company's inspection within 48 (forty eight) hours of the date of delivery to The Customer.
- 5.2. In the event of alleged defective Goods, The Company confirms that any alleged defect must be reported within 30 calendar days of receipt of the Goods. In the event that The Customer fails or neglects to inspect the Goods within this period, it shall be deemed that the Goods are not defective, and that the risk relating to the Goods shall pass to The Customer.
- 5.3. The Company accepts no liability in regard to alleged shortage in delivery unless written notice of the claim is received by The Company within 24 (twenty-four) hours after delivery.

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- 5.4. The Company's liability for any claims made by The Customer shall be limited to the value of the transportation costs.
- 5.5. The Company cannot be held liable by third parties' entities for any fines , loss of income, interest of confiscation of Goods.

6. GOVERNING LAW AND JURISDICTION

- 6.1. Either Party will be entitled to approach a court of competent standing to exercise its rights in terms of this Agreement.
- 6.2. The Laws governing the conditions of sale shall be the laws of the Republic of South Africa and to the extent that The Customer does not carry on business or have its registered office in South Africa, The Customer concedes to the non-exclusive jurisdiction of the relevant and appropriate Magisterial or High Court of South Africa.
- 6.3. The Company shall be entitled, but not obliged, to institute any proceedings arising out of or in connection herewith in the appropriate Court with jurisdiction. In the event of The Company instituting proceedings in the High Court, The Customer hereby consents to the jurisdiction of the High Court having jurisdiction.
- 6.4. The Terms and Conditions of this Agreement shall continue to be of full force and effect in relation to export orders or contracts of sale, notwithstanding that the Goods may be delivered outside the borders of South Africa.

7. CONTRACT INFORMATION / CONFIDENTIALITY AND INFORMATION EXCHANGE TO THE CREDIT BUREAU

- 7.1. In applying for the Services, The Customer needs to be aware of, and The Customer agrees that, The Company is entitled to supply The Customer's confidential information, insofar as it relates to the Agreement, to the credit bureaus.
- 7.2. The Customer hereby agrees that The Company may obtain any information of any nature whatsoever which relates to The Customer which may have an effect on the conclusion of this Agreement.
- 7.3. The Company may obtain from and disclose to any credit bureau, South African Fraud Prevention Services or any other third party with whom The Customer has had financial relations, any information relating to The Customer's credit profit and credit history or breach of this Agreement.
- 7.4. Any incorrect or false information supplied by The Customer will be reported to the South African Fraud Prevention Services.
- 7.5. It is The Customer's right, should The Customer so wish, to make contact with the abovementioned credit bureau in order to have The Customer's credit record

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disclosed, and to have any inaccurate information held by the credit bureau be made corrected. This is however The Customer's responsibility, not that of The Company.

7.6. The Company undertakes to inform The Customer should any negative information on The Customer be submitted to the Credit Bureau and should no response thereto be received The Company will proceed to list The Customer accordingly.

8. CHANGE IN CIRCUMSTANCES

8.1. The Customer must notify The Company as soon as possible in writing of any changes to The Customer's details or adverse changes in its financial circumstances, in light of the information provided by The Customer in the Credit Application. A failure to do this will constitute a material breach of this Agreement.

9. BREACH

9.1. Should The Customer fail to make payment on Due Date / dates and / or breach any terms of this Agreement, The Company may, at its election and without prejudice to any other remedy which it may have in terms of this Agreement or otherwise:

9.1.1. require specific performance and claim payment of the account (whether or not due and payable as at the date of default concerned) and The Customer shall be obliged to effect payment of the amount so claimed on demand;

9.1.2. charge The Customer interest on overdue accounts as per clause 3.7 above.

9.1.3. withhold or suspend performance of any of its contractual obligations owed to The Customer, without prejudice, to any of The Company's other rights.

9.2. The Customer acknowledges The Company's right to inform third parties including (without limitation) the credit bureaus of any breach by The Customer of its obligations in terms of this Agreement and The Customer indemnifies The Company in respect of any claim whatsoever arising from The Company exercising of this right.

9.3. No claim under this Agreement shall arise unless The Customer has within 3 (three) days of an alleged breach of contract occurring, given The Company written notice by registered post of such breach / defect and has granted The Company at least 14 (fourteen) working days to rectify the breach.

10. LOSS INSURANCE

10.1. The Company is not responsible for any insurance in respect of loss, theft or damage to and / or of the Goods. Should The Customer wish to have such insurance, The Customer must do so himself.

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11. OWNERSHIP AND RISK

- 11.1. All risk in and to the Goods shall pass to the receiver upon delivery of the Goods by The Company.

12. DURATION

- 12.1. This Agreement will start on the date on which the Agreement is signed by The Company and shall continue indefinitely for the instalment period stipulated in the order confirmation, and / or until The Customer has paid all amounts owing to The Company in respect of the Services, and complied with all other of its obligations in terms of this Agreement (whichever is later).

13. WHOLE AGREEMENT AND NO WAIVER

- 13.1. This Agreement shall be seen as the entire Agreement and any variation thereto must be done in writing and signed by both parties. No addition to, variation, deletion, addition, amendment, novation or cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 13.2. This Agreement contain all the terms of the Agreement between the Parties and no amendment, variation, consensual cancellation or addition shall be of any force or effect unless and until recorded in writing and signed by the Parties hereto.
- 13.3. Save for those contained herein, no representations, warranties or statements have been given or made by, or shall be binding on, either Party that have induced either party to enter into this Agreement.
- 13.4. The granting of any indulgence by either Party to the other shall not constitute a waiver by the first-mentioned Party of any term or condition of this Agreement, nor as a waiver or novation of any of the rights of such Party, nor estop such Party from exercising its rights, and no waiver of any breach shall operate as a waiver of any continuing or subsequent breach. No indulgence, leniency, relaxation, waiver or extension of time which The Company may grant The Customer, in the event of claims and / or disputes arising, will in any way whatsoever prejudice The Company or preclude it from exercising its rights in terms of this Agreement, and neither will it constitute a waiver or limitation of any of The Company's respective rights.

14. GENERAL

- 14.1. In the event of any contract being concluded between The Company and The Customer providing for the delivery of The Customer's Goods at various stages, then each separate delivery shall be deemed to be a separate and divisible contract and the Terms and Conditions herein contained shall apply to each such separate delivery as if the same were the subject of any independent contract.

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- 14.2. No dispute arising from any such one delivery shall affect the balance of the contract between The Company and The Customer or the rights and obligations of either The Company or The Customer arising from prior deliveries. The Company shall have the right to claim *pro rata* payment in respect of each consignment delivered on behalf of The Customer.
- 14.3. Any delay by The Customer in any payment for the Goods delivered shall without limiting The Company's rights to claim damages, entitle The Company to interrupt deliveries or at its option to cancel the order or any contract stemming herefrom as well as any further order or contract stemming therefrom which may have been entered into with The Customer. Any such delay shall furthermore entitle The Company to demand immediate payment for all amounts unpaid in respect of this or any other order or contract. The Customer shall not be entitled to delay acceptance of and / or payment or withhold payment under any open account pending settlement of any claim or dispute nor shall The Customer be entitled to claim any set-off.
- 14.4. The Company shall be entitled, at its discretion, to appropriate any payment made by The Customer towards reduction of any indebtedness to it and any interest due to it in respect thereof prior to such appropriation.
- 14.5. The amount of indebtedness of The Customer to The Company at any time (including interest) shall be determined and deemed to be proved by a certificate issued under the signature of any one of The Company's directors, whose office need not be proved. Such certificate shall be binding upon The Customer and shall be *prima facie* proof of the amount of The Customer's indebtedness to The Company and shall be valid as a liquid document in any competent Court for the purpose of obtaining summary judgement against The Customer and such certificate shall be deemed to be sufficient particularity for the purpose of pleading or trial in action instituted against The Customer.
- 14.6. In the event that The Customer fails to make payment in accordance with any order and subsequent delivery of Goods by The Company, and The Company is forced to take legal action against The Customer to recover the money due in terms of the order or any contract of sale, The Customer will be liable for all legal costs incurred in the recovery of such debt on an attorney-and-own-client scale, including all disbursements and the costs of any tracing agent appointed.
- 14.7. If The Customer for any reason whatsoever fails to pay its account on time or pays the due amount short, or a credit review disclosed it to be in the best interest of The Company, The Company has the right to ask and sue for full payment of all outstanding amounts to be paid in full with immediate effect regardless that under normal circumstances these amounts would not yet been due.
- 14.8. In the event of delivery of Goods by The Company or acceptance of delivery by the third party on behalf of The Customer, being wholly or partially prevented or interfered with by any act of God, war, riot, strike, lock-out, civil commotion, fire, drought, flood, interruption of transport, act of Government, destruction or damage of premises, plant or machinery, or any other causes, whether of similar character or

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not, beyond the control of the Party affected, the following provisions shall have effect:

- 14.8.1. the Party affected shall give to the other Party immediate notice of the cause preventing or interfering with delivery or acceptance and the extent to which delivery or acceptance is prevented or interfered with and (if possible) the probable duration of the cause or prevention or interference;
- 14.8.2. during the continuance of the cause of prevention or interference, delivery of the unfulfilled portion of the contract shall be suspended or, in the case of partial prevention or interference, prevention or interference, reduced until the cause shall have ceased to operate;
- 14.8.3. immediately once the cause of prevention or interference has ceased to operate, the Party concerned shall give notice thereof to the other Party and as soon as practicable thereafter, delivery shall be resumed in accordance with the terms of the contract;
- 14.8.4. in a cause of prevention or interference shall continue for more than 2 (two) calendar months from the date of commencement of such prevention or interference either Party may be given notice in writing to the other to cancel that portion affected by the delay; and
- 14.9. Goods in transit at the time of any notice as aforesaid being given by The Customer must be accepted by The Customer notwithstanding such notice.
- 14.10. That at any time before the completion of this contract in its entirety, The Customer shall be adjudicated insolvent or file a petition for a receiver or trustee to be appointed, alternatively, in the event that The Customer applies for business rescue in terms of the Companies Act (or such similar action, or otherwise be or become disabled from performing this contract, any such event shall be deemed to be a breach of this contract and The Company shall have the right (but shall not be obliged) to terminate this contract and this shall be without prejudice to any claim or claims that The Company may have against The Customer for breach of contract or otherwise.
- 14.11. Any obligation or action stated in these Terms and Conditions to be performed in writing, will be so performed if it is performed by means of any commercially recognized electronic method.
- 14.12. This Agreement supersedes all prior agreements and understandings between the Parties.
- 14.13. No party may rely on any representation, warranties, promises, in terms of inducement, whether actual or implied, which allegedly induced that party to enter into this Agreement, unless the representation is recorded herein.

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- 14.14. Headings of clauses are inserted for the purpose of convenience only and will be ignored in the interpretation of this Agreement.
- 14.15. Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and words signifying natural persons will include juristic persons.
- 14.16. The Customer acknowledges that by the order confirmation he has received a copy of the Agreement and that he has read and understood the contents thereof.
- 14.17. Each provision in this Agreement is severable from all others and if any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force.
- 14.18. Without prejudice to any other provision of this Agreement, any successor-in-title including any executor, heir, liquidator, judicial manager, curator or trustee of wither party, shall be bound by this Agreement.
- 14.19. The Customer agrees that The Company shall not be required to furnish any security in terms of Rule 62 of the Magistrates Court act, Act 32 of 1944 or the Supreme Court Act, Act 59 of 1959.
- 14.20. The Customer undertakes to inform The Company within 7 (seven) working days of any change of members / directors / company information.
- 14.21. The Customer acknowledges and agrees that The Company has the right to its discretion, without any motivation and at any time, to review, change or and any and all credit terms and / or any all credit limits.
15. **DOMICILIUM**
- 15.1. The Parties choose the addresses on the front page or as indicated in the Credit Application hereof as their respective *domicilium citandi et executandi* and also their addresses where they shall receive any and all notices in terms of this Agreement.

NAME AND SURNAME

(Authorised on behalf of Entity)

SIGNATURE

NAME AND SURNAME

(On Behalf Of Waterford)

SIGNATURE

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SURETYSHIP

1. I / we, the undersigned, being the Director(s) of _____
(hereinafter referred to as the Principal Debtor), do hereby bind ourselves as surety and co-principal debtors in solidum for payment of all amounts which are now or might in the future become due by the Principal Debtor to Lady Luck Trading 2 CC t/a Waterford Carriers. This undertaking shall not be vitiated by any extension of time or indulgences granted by the creditor to the Principal Debtor.
2. I / We, consent to the jurisdiction of the Magistrates' Court in terms of Section 45(1) of the Magistrates' Court Act, in respect of any proceedings against me/us, arising out of this guarantee
3. The surety(s) acknowledge(s) that they are fully aware of the terms of the Debtor's obligations and acknowledge that all the obligations assumed by the Debtor will be binding on the surety(s). The surety(s) further acknowledge that the terms of the Debtor's obligation shall apply to the suretyship by the surety(s).
4. In giving this suretyship, the surety(s) hereby voluntarily waive, renounce and abandon the benefits of excussion, division, cession of action, *error calculi*, *non numeratae pecuniae*, revision of accounts, and *de doubus vel pluribus reis debendi*.
5. The surety(s) furthermore agree(s) that the provisions of the waivers, renunciations and abandonments contained herein the full meaning, force and effect whereof the surety(s) understand, shall be binding on the surety(s).

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6. The surety(s) may not under any circumstances revoke his / her suretyship without the prior written consent of the Creditor.
7. For the purposes of the suretyship, the surety(s) chooses his / her *domicilium citandi et executandi* for purposes of accepting service and / or delivery of any documents, notices or other proceedings as follows:

Dated at _____ on this the _____ day of _____ 20_____.

NAME AND SURNAME
(Authorised on behalf of Entity)

SIGNATURE

NAME AND SURNAME
(On Behalf of The Company)

SIGNATURE

Witness Name & Surname

SIGNATURE

Witness Name & Surname

SIGNATURE

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