

**DEED OF SURETYSHIP**

I/We, the undersigned,

Surety: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

do hereby interpose and bind myself/ourselves, jointly and severally, as surety/ies and co-principal debtor/s in solidum, unto and in favour of

SALTRONIC WHOLESALERS CC ( CK NO.98/13055/23 )  
35 Heidelberg Road, City and Suburban, Johannesburg

hereinafter referred to as "the CREDITOR"), for the payment on demand of all sums of money which

NAME OF DEBTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "the DEBTOR"), may now and from time to time hereafter owe or be indebted to the CREDITOR under or arising out of goods sold and delivered in respect whereof this Deed of Suretyship constitutes Annexure "A", including legal costs, interest, discount or other charges and in relation to any immovable property any imposts of whatever nature.

I/We jointly and severally agree and acknowledge that :-

1. This Suretyship shall apply to cover and secure the CREDITOR and the latter's respective successors-in-title, orders or assigns and/or in the event of the CREDITOR being an individual, his heirs, executors, administrators or assigns.

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2. It shall always be in the discretion of the CREDITOR to determine the nature, extent and duration of the facilities (if any) to be allowed to the DEBTOR.
3. The CREDITOR shall be at liberty to release securities or other sureties for the DEBTOR and to extend any arrangements with the DEBTOR or me/us or any of us or any other sureties for the DEBTOR, and no such action on the part of the CREDITOR shall affect or in any way be construed or operate as a waiver or abandonment of any of the CREDITOR's rights or claims against me/us or any of us hereunder.
4. All acknowledgements of indebtedness and admissions by the DEBTOR shall be binding on me/us.
5. In the event of the insolvency, liquidation, sequestration, assignment or placing under judicial management of the estate of the DEBTOR, or in the event of a compromise between the DEBTOR and any creditors of the DEBTOR :-
  - 5.1 I/we undertake not to prove a claim against the DEBTOR's estate for any amount I/we may be called upon to pay under this Suretyship, until all amounts (including interest and costs) due by the DEBTOR to the CREDITOR have been paid in full;
  - 5.2 I/we hereby agree that notwithstanding any part-payment by or on behalf of me/us to the CREDITOR, I/we shall have no right to any cession of action in respect of such part-payment, and shall not be entitled to take any action against the DEBTOR or against any other surety for the DEBTOR in respect thereof, unless and until the indebtedness of the DEBTOR to the CREDITOR shall have been discharged in full;
  - 5.3 I/we agree that any dividend received from the DEBTOR by the CREDITOR in respect of the CREDITOR's claims against the DEBTOR, shall be appropriated in the first instance to the payment of that part (if any) of the DEBTOR's indebtedness to the CREDITOR which is not covered by this Suretyship;
  - 5.4 No dividends or payments which the CREDITOR may receive from the DEBTOR or any other surety or sureties or from me/us or any of us, shall prejudice the CREDITOR's right to recover from me/us or the other or others of us, to the full extent of this Suretyship, any sum which, after the receipt of such dividends or payments, will remain owing to the CREDITOR by the DEBTOR;
  - 5.5 Notwithstanding any payments received by the CREDITOR from me/us or any of us in terms hereof, the CREDITOR shall be entitled to prove a claim against the estate of the DEBTOR for the full amount of the indebtedness of the DEBTOR at the date of insolvency, liquidation, sequestration, judicial management or compromise, as the case may be.
6. The CREDITOR shall have the right to appropriate any moneys received by the CREDITOR from me/us or any of us in terms hereof, to such indebtedness of the DEBTOR to the CREDITOR shall decide.
7. Without prejudice to anything hereinafter contained, this Suretyship shall apply to and cover the CREDITOR in respect of claims, which the CREDITOR may have acquired or in the future may acquire against the DEBTOR from any party whatsoever or whomsoever.

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8. This Suretyship shall be in addition and without prejudice to any other Suretyship/s or security/ies now or at any time hereafter held by the CREDITOR in respect of the liabilities or obligations of the DEBTOR to the CREDITOR.
9. Should the CREDITOR cede the CREDITOR's claim/s against the DEBTOR to any third party/ies, then this Suretyship shall be deemed to have been given by me/us to such cessionary/ies, who shall be entitled to exercise all rights in terms of this Deed of Suretyship as if such cessionary/ies were the CREDITOR.
10.
  - 10.1 The amount of the DEBTOR's indebtedness and of me/us hereunder to the CREDITOR at any time, and the fact that the due date of payment of the whole or, as the case may be, portion of such amount has arrived, shall be determined and proved by a certificate signed by the CREDITOR's auditors for the time being.
  - 10.2 A certificate in terms of 10.1 shall be :-
    - 10.2.1 binding on me/us; and
    - 10.2.2 prima facie proof of the amount of my/our indebtedness hereunder; and
    - 10.2.3 valid as a liquid document against me/us in any competent court for the purpose of obtaining provisional sentence or judgment against me/us thereon.
  - 10.3 At the option of the CREDITOR, any claim against me/us arising hereunder may be brought in any Magistrate's Court having jurisdiction, notwithstanding that the amount of that claim may exceed the jurisdiction of the said Magistrate's Court.
11. Should I/we at any time in defending any action based on this Suretyship allege that :-
  - 11.1 no money was paid over by the CREDITOR to the DEBTOR; and/or
  - 11.2 there is no reason or cause for the DEBTOR's obligations to the CREDITOR; and/or
  - 11.3 errors have been made in the calculation of the amount claimed, then the onus of proving such a defence will rest on me/us.
12. I/we renounce the benefits of :-
  - 12.1 excussion - by renouncing this benefit I/we understand that the CREDITOR becomes entitled to sue me/us for the full amount owing under this Suretyship without first proceeding against the DEBTOR;
  - 12.2 division - by renouncing this benefit I/we understand that where there is more than one surety for the DEBTOR's obligations, the CREDITOR will be entitled to sue each such surety for the full amount owing under this Suretyship and not only for a pro rata share;

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- 12.3 cession of action - by renouncing this benefit I/we understand that the CREDITOR becomes entitled to sue me/us without first ceding the CREDITOR's right of action against the DEBTOR to me/us.
13. In as much as any signatory/ies hereto is/are a company/ies, then each such company does hereby warrant and represent to the CREDITOR that it is duly empowered by its Memorandum of Association to enter into this Suretyship, and that it has a material interest in securing the indebtedness covered by this Suretyship, which is entered into for its direct or indirect benefit. The person/s signing this Suretyship on behalf of any company shall be deemed by virtue of such signature/s to be party to the foregoing warranties and representations in his/her/their personal capacity/ies, jointly and severally with the said company, and shall further be deemed to warrant and represent to the CREDITOR that such person/s is/are duly authorised to execute this Suretyship on behalf of such company. The foregoing provisions shall apply, mutatis mutandis, where the signatory/ies is/are a close corporation/s.
- 14.
- 14.1 I/we choose domicilium citandi et executandi for all purposes under this Suretyship at the above address/es, set out against my/our name/s.
- 14.2 All notices to me/us shall be sent by pre-paid registered post to my/our respective address/es above, and shall be deemed to have been received by me/us five (5) days after such posting thereof.
15. As security for the due payment by me/us of all my/our liabilities to the CREDITOR arising under this Suretyship, and for the due performance of all my/our other obligations arising hereunder, I/we hereby cede, assign, transfer and make over to the CREDITOR all my/our right, title and interest in and to all claims of whatsoever nature and howsoever arising which I/we may now or in the future have against the DEBTOR. I/we undertake to do all such things as are necessary, whenever requested so to do by the CREDITOR, to enable the CREDITOR to prove any claim against the DEBTOR for the amount/s so ceded to the CREDITOR in terms hereof and/or to enable the CREDITOR to calculate the exact amount of such claim/s, and without limiting the generality of the aforesaid, I/we undertake to make available to the CREDITOR, upon being requested to do so, all such books, documents and other vouchers as reflect or prove any portion of my/our said claim/s hereby ceded.

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THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 200\_.

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES :-

1. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

2. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_