

## TERMS AND CONDITIONS

All business conducted and/or services provided by the Company are subject to the terms and conditions below and the Customer's attention is specifically referred to the clauses in **BOLD** below.

### 1 INTERPRETATION

- 1.1 The following terms shall have the meaning assigned to them:
- 1.1.1 "the Agreement" means these terms and conditions, together with the Credit Application Form (if applicable), the Rates Schedule (if applicable) and the Waybill (if applicable), duly signed by the Customer and accepted by the Company;
- 1.1.2 "the Credit Application Form" means the Company's credit application form containing the Customer's application to the Company to provide Services on an account basis;
- 1.1.3 "the Company" means the company whose particulars appear on the Credit Application Form and / or the Waybill;
- 1.1.4 "the Customer" means the customer whose particulars appear in the Credit Application Form and / or the Waybill and / or who instructs the Company to perform Services;
- 1.1.5 "the Collection Request" means the acceptance of the Company's quotation (if applicable), or the placing of a Collection Request in writing or orally, or the furnishing of any instructions in any manner or form by the Customer for Services to be rendered at the time periods and rate agreed upon between the parties;
- 1.1.6 "COD" means cash on delivery basis;
- 1.1.7 "data subject" means the Customer whose personal information or another data subject whose personal information is provided by the Customer to the Company to be processed, as defined in POPIA;
- 1.1.8 "Dangerous Goods" means goods that are commonly regarded as dangerous or hazardous goods in the freight industry, which are corrosive, explosive, combusive, unstable or otherwise capable of causing harm or damage and which require special handling or precautions to prevent harm or damage to persons or property;
- 1.1.9 "the Goods" means any object/item which the Company undertakes to transport in terms of a Collection Request;
- 1.1.10 "the POD" means the Company's proof of delivery document signed by the recipient of the Goods;
- 1.1.11 "personal information" means any information that falls within the definition of 'personal information' as defined in the Protection of Personal Information Act, 4 of 2013 ("POPIA");
- 1.1.12 "the Parties" means the Company and the Customer;
- 1.1.13 "the Rates Schedule" means the Company's schedule of rates and / or charges in respect of its service offerings that is in force from time to time and which is available on the Company's website, at the Company's offices or on telephonic request to the Company;
- 1.1.14 "the Services" means the collection, transportation and delivery of Goods by the Company on the Customer's instructions;
- 1.1.15 "the Standard Rate" means the Rand value at which the Company is willing to render Services to the Customer from time to time, having regard to, *inter alia*, the collection and delivery points, the weight, volume ratio and such ancillary factors which, in the opinion of the Company applies to the determination of the Standard Rate, and the

Company reserves the right to amend its standard rates at any time, without prior notice to the Customer and standard rates do not include local taxes or VAT;

- 1.1.16 "the T&C's" means the terms and conditions contained in this Agreement;
- 1.1.17 "the Waybill" means the Company's waybill that accompanies the Goods that are collected, transported and delivered by or on behalf of the Company for the Customer;
- 1.2 In the Agreement, an expression which denotes, any gender includes the other genders, a natural person includes a juristic person and vice versa, and the singular includes the plural and vice versa;
- 1.3 Clause headings are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause thereof; and
- 1.4 Any reference to "Days" means calendar days.
- 2 **THE CUSTOMER AGREES:**
- 2.1 That the T&Cs which will govern the contract of carriage between the Parties, have been received, perused and agreed to by the Customer.
- 2.2 The T&C's supersede all previous published T&C's and to the extent that it may be in conflict with the T&C's in the Waybill or any other document, the T&C's of this Agreement will prevail.
- 2.3 **That it will provide personal information to the Company to establish its credit rating and that the Company will not be held liable for the good faith disclosure of any of such personal information to a third party and that no further consent needs to be obtained for the transfer of such information to a third party.**
- 2.4 **That the Company is not a common carrier and the Company reserves the right to refuse the carriage or transportation of any Goods, in its sole discretion.**
- 3 **COMMENCEMENT OF THIS AGREEMENT**
- 3.1 This Agreement will commence upon written approval of the credit facility by the Company or on the date on which Services are rendered to the Customer on a COD or prepaid basis, whichever is applicable.
- 3.2 Prior to the approval of the credit facility, the Credit Application Form will constitute an application for credit that may be accepted or rejected at the Company's sole discretion and without the Company giving reasons.
- 3.3 Any services rendered prior to the approval of the credit facility, will be on a COD or prepaid basis and will be governed by these T&C's.
- 3.4 The Company may, without reason, reduce the credit limit and / or withdraw the credit facilities and / or cancel this Agreement by giving the Customer 30 days' written notice.
- 3.5 Upon approval of the credit facility, the Customer will be granted a 30-day credit facility and the Company will, in its sole discretion, determine the initial credit limit, which initial credit limit may be increased at the Company's sole discretion and by the Customer signing a letter acknowledging its agreement with the increased credit limit.

**4 CUSTOMER'S WARRANTIES**

- 4.1 **The Customer expressly warrants that a) it is duly authorized to enter into this Agreement with the Company; 2) it is the owner of the Goods or is authorized by the owner to deal with the Goods; 3) all information, instructions and documents supplied by it to the Company shall be true and correct in every respect; 4) all Goods will be properly and appropriately packed, marked, labelled, sealed and addressed so as to ensure safe transportation; 5) the Goods, or any part thereof, will not constitute illegal articles, or hazardous articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation.**
- 4.2 **The Customer further expressly warrants that it has concluded a contract with each other data subject whose personal information the Customer might process and disclose to the Company in order for the Company to render the Services; and that in terms of such contract, the Customer has obtained the consent from such person / entity to the processing of Personal Information by the Company.**
- 4.3 **The Customer hereby indemnifies the Company against all and any claims, losses, penalties, damages, expenses and fines of whatsoever nature arising from any breach of the warranties given in clauses 4.1 and 4.2 above.**
- 4.4 **The Customer warrants that it shall not provide details of its account number and/or login details to any unauthorised person and the unauthorised use of its account shall be at its own risk. The Customer agrees that it shall not be entitled to refuse payment for Services rendered on the basis that an unauthorised person ordered the Services on behalf of the Customer.**

**5 QUOTATION AND COLLECTION REQUEST**

- 5.1 Any quotation furnished by the Company shall be subject to withdrawal or revision by the Company in its sole discretion and without the Company providing any reasons.
- 5.2 The Customer shall request all Services to be rendered in writing, however, the Company is entitled to accept at its sole discretion verbal requests, in which instance the information contained in any document reflecting the Customer's instructions shall be *prima facie* proof of a Collection Request.
- 5.3 All quotations are valid for 7 days from date thereof.
- 5.4 If the weight, volume, destination address on the waybill differs from the quotation, the Company reserves the right to charge for the weight, volume or destination as pre the waybill although the quotation has been accepted by the Customer.
- 5.5 If the Goods are tested weighed and measured by the Company and the weight and / or volume reflected on the waybill differs from the test weight and / or dimensions documented by the Company or its representative, the test weight / dimensions so documented will become applicable and invoiced although the quotation has been accepted by the Customer.
- 5.6 Quotations exclude charges which the Company has no control over or are incidental to the rendering of the Services.

**6 THE PRICE FOR SERVICES RENDERED**

- 6.1 The price payable by the Customer for Services to be rendered, is contained in a written quotation, failing a written quotation, the amount shall be calculated in accordance with the Rates Schedule for the Customer in force and effect on the date of a Collection Request, failing which the rate shall be calculated in accordance with the Company's prevailing Standard Rate in force and effect on the date of a Collection Request.
- 6.2 The Company shall be entitled to amend its Rates Schedule and / or Standard Rate from time to time, by giving the Customer reasonable notice.

- 6.3 The Company shall at any stage prior to loading, be entitled to revise quotations or charges payable, with or without notice, in the event of, (i) changes in currency exchange rates, third party freight services rates, surcharges, equipment rental rates, labour rates or any other charges applicable to the handling of the Goods, (ii) the volumetric charge calculated in accordance with the Company's prevailing volumetric tariff exceeding the price quoted on the weight of the Goods, in which event the volumetric charge may, at the instance of the Company be substituted for the charge based on weight, (iii) the quantity or weight of the Goods exceeding those upon which the quotation was based, (iv) any increase in the premium of insurance, (v) the cost of disposing of Goods (vi) the costs of storing the Goods and (vii) the cost of repacking the Goods.
- 6.4 The Company reserves the right to charge a reasonable fee for any additional services rendered to the Customer due any documents not being correctly completed and/or where such re-delivery and additional services were necessary to enable the Company to render the Services in accordance with this Agreement.
- 6.5 In the event that the Customer fails to make payment of any amount due to the Company, or if delivery of the Goods is tendered and not accepted or unreasonably delayed, the Company shall in its sole discretion be entitled to charge the Customer for storage charges and/or transportation of the Goods to and from storage.
- 6.6 The Customer is liable to pay VAT on all charges for Services and any other amounts payable in terms of this Agreement.

**7 INVOICING AND PAYMENT**

- 7.1 The Company shall issue a tax invoice to the Customer for Services rendered and shall issue statements reflecting all invoices on a monthly basis. (COD see clause 15 below).
- 7.2 The tax invoice shall be payable on or before the last day of the calendar month immediately following the date on which the tax invoice was issued to the Customer. (COD see clause 15 below).
- 7.3 **If the Customer wishes to dispute an invoice (COD included herein), it must do so within 7 days from date of issuance thereof, failing which the invoice will be deemed to be correct. The Customer specifically acknowledge that it shall not be entitled at any stage to withhold any payment or to deny any obligation or responsibility in terms of this Agreement as a result of any claim, complaint or investigation or any claim or complaint or the processing of any claim or complaint which may have resulted from the use of the Company's services.**
- 7.4 All Collection Requests accepted by the Company which cause the Customer's account to exceed its credit limit granted shall, notwithstanding clause 7.2, become due and payable upon presentation of the invoice, and the rendering of the relevant Services may, at the sole discretion of the Company, be postponed and/or suspended until the Customer has effected payment, alternatively the Company may, at its discretion, treat such Collection Request as a COD. (COD see clause 15).
- 7.5 **Where the Company agrees upon the Customer's request, to bill any charges and/or disbursements, or any portion thereof, to the consignee or any other person, the Customer will never the less remain responsible for the payment thereof should it not paid in full by such consignee or other person, immediately when due.**
- 7.6 All payments shall be made in South African Rands, without deduction or set off, free of exchange or bank charges into the bank account of the Company, details of which the Customer shall be informed of in writing from time to time. The Company shall have the right to appropriate all payments made by the Customer to any invoice or amount that is in arrears, which it in its sole discretion may decide.

- 7.7 Should the Customer fail to make payment of any amount on the due date, then the whole amount owing shall become immediately due and payable notwithstanding that a portion of the amount may not be payable in accordance with the agreed terms of payment as stated herein.
- 7.8 Any amount not paid by the Customer on the due date shall bear interest at the maximum permissible rate of interest in terms of the National Credit Act 24 of 2005 from time to time, and such interest shall be calculated on a daily basis and compounded monthly from the due date of payment thereof until date of final payment.
- 7.9 **In the event of any debt not being settled on the due date, the Company shall have the right to suspend any of its then uncompleted obligations until full payment is received and/or refuse to provide any further Services and/or rescind the credit facility granted to the Customer and/or immediately institute action against the Customer in terms of this Agreement in which event all amounts then outstanding (but not yet due) shall immediately become due and payable. These remedies are without prejudice to any other right the Company may be entitled to in terms of this Agreement or in law.**
- 7.10 A certificate signed by any director of the Company, whose appointment or authority need not be proved, shall be due and sufficient proof of the amount of the Customer's indebtedness to the Company for the purpose of obtaining summary judgment or provisional sentence.
- 7.11 If the Company takes legal action to enforce payment of any amount due by or any of its rights against the Customer, the Customer will be liable to pay the legal costs incurred by the Company on an attorney-and- client scale, including collection commission, tracing costs, valuation charges, transport costs and other expenses in connection therewith.
- 7.12 The Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in respect of any action/proceeding which may be brought against it, notwithstanding the quantum of the Company's claim, provided that the Company shall be entitled to institute legal proceedings in any other appropriate court, having jurisdiction.
- 8 **COMPANY'S WARRANTIES AND REPRESENTATIONS**
- 8.1 The Company does not give any warranty whatsoever, in respect of the scope of its Services, its legal obligations, legal duties or potential legal liability, other than as provided for herein or imposed by law.
- 8.2 The Customer acknowledges that the Company is not in any way whatsoever bound by any oral statement/representation, which may have been made by any employee or any person acting or purporting to act for and on behalf of the Company, whether negligently or otherwise, unless the same is made in writing by an employee duly authorised thereto.
- 9 **EXCLUSION OF LIABILITY AND INDEMNITY**
- 9.1 **All handling, packaging, loading, unloading, warehousing and transporting of the Goods on behalf of or at the request of the Customer shall be effected at the sole risk of the Customer, and the Customer hereby acknowledges that it shall have no claim against the Company of any nature whatsoever arising out of the foregoing.**
- 9.2 **It is expressly agreed that the Company shall under no circumstances whatsoever be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if it had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss however arising including without limitation breach of contract, negligence or default.**
- 9.3 **The Customer hereby indemnifies the Company and hereby holds it harmless against all and any claims of whatsoever nature which may be made against the Company by the owners of the Goods or recipients of the Goods or any third party, arising from or in connection with the transportation of the Goods or the nature of the Goods transported.**
- 9.4 Notwithstanding anything contained herein it is expressly agreed that the Company shall not be liable to fulfil its obligations under this Agreement and/or be liable for any damage suffered by the Customer or any other party, of whatsoever nature resulting from or caused by or in connection with the inner vice of the Goods, flooding, moth vermin, insects, damp, rust, burglary or housebreaking, high jacking, acts of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, labour unrest, strikes, lockouts, chemical damage, leakage, inclement weather, diesel shortages, strikes in the transport industry or power failures.
- 9.5 **The Company will not be liable to the Customer if the Goods are delivered to the designated address and the POD is signed by the recipient confirming receipt of the Goods without any discrepancy in respect of the Goods being noted on the POD.**
- 9.6 **Notwithstanding the provisions of 9.4 and 9.5, if the Customer alleges that the Company is liable for loss or damage suffered by it, the Customer shall within 7 days of receipt of the alleged damaged Goods / within 7 days of receiving knowledge of the alleged lost Goods, notify the Company in writing thereof. In the event of alleged damaged Goods, the Customer shall make such alleged damaged goods, available for inspection by the Company or its representative immediately upon request.**
- 10 **INSURANCE**
- 10.1 **The Company is not registered as an insurance provider nor does the Company provide advice or intermediary services with regards to financial products as defined by the FAIS Act. Accordingly, the Company cannot provide an insurance product or service and recommend that the Customer contacts its own insurance intermediary to arrange adequate cover.**
- 10.2 **It is the Customer's sole and absolute responsibility to ensure that it has adequate cover of the Goods.**
- 10.3 **It shall remain the Customer's sole responsibility to ensure that the Goods are fully insured by it or on its behalf at all times, to the extent required by the Customer.**
- 11 **RENDERING OF SERVICES**
- 11.1 The Company shall be entitled to split the performance of the Services in terms of any Collection Request(s) and to invoice the Customer separately for the portion(s) of the Services actually performed.
- 11.2 **The Company shall use its best endeavours to render the Services within the time requested by the Customer. However, the Customer shall have no claim against the Company whatsoever for compensation or for damages suffered as a result of late delivery thereof. The Company undertakes to give the Customer timely notice of any unavoidable delays in so far that it is possible.**
- 11.3 **The Company's POD signed by the recipient of the Goods shall be sole proof and sufficient evidence that the Goods was delivered in accordance with this Agreement, in good order and condition, in an intact form, without any loss and shall further constitute final and absolute release of all undertakings and obligations of the Company.**
- 11.4 Pending forwarding and delivery, Goods may be held at any place at the Company's sole discretion and at the Customer's sole risk and expense.

- 11.5 The Company shall at its sole discretion determine the route and method of loading and/or transportation and/or delivery of the Goods, and shall be entitled to use subcontractors and/or agents for the purpose of rendering the Services, the costs of which shall be for the Customer's account. The Company shall have no responsibility or liability to the Customer for any damage or destruction to the Goods caused by any act or omission of such third party.
- 11.6 In the event that a consignee refuse to accept delivery of Goods in whole or in part, or should the Company be unable to effect delivery due to incorrect details of the consignee being provided, and be (i) compelled to return the Goods to the Customer, then the Customer shall be liable for all and any costs incurred in the return thereof calculated on the same basis as originally agreed upon, or be (ii) compelled to dispose of the Goods due to the perishable nature or inner vice thereof or for any other reason, the Company shall not be liable for any damage / loss to or destruction and / or the disposal of such Goods and the Customer shall be liable to the Company for all costs incurred in connection therewith.
- 11.7 The Company is entitled (but not obligated) to open and / or inspect the Goods, at any time.
- 11.8 **The Company reserves the right to at its sole discretion, to determine whether the Goods are properly packaged, and if not, but without any obligation to do so, to repackage the Goods as it deems fit and conducive for transportation, which repackaging and/or incidental costs, shall be for the Customer's account.**
- 11.9 **The Company reserves the right to decline at any point in time and/or suspend and/or terminate, and without any liability, the carriage of Goods which, in its sole discretion, have not been properly packed and/or the Goods received from the Customer being unacceptable or inappropriate for carriage for any reason whatsoever.**
- 12 **DANGEROUS GOODS**
- 12.1 No Dangerous Goods shall be tendered to the Company without its express written consent.
- 12.2 Dangerous Goods to be tendered to the Company or its agents shall be prominently marked on the outside so as to identify the Goods, indicate the nature and character thereof and give confirmation that the Goods and/or its packaging complies with any applicable laws, regulations or requirements of any authority or carrier.
- 12.3 **The Customer shall bear all risks of carriage, known and unknown, foreseeable or otherwise, including loading and offloading until delivery is affected and indemnifies the Company against any direct or indirect damages/harm/loss of whatsoever nature which may befall any person or entity caused by or resulting from the carriage of Dangerous Goods.**
- 12.4 **If any Dangerous Goods are tendered to the Company without its written consent or without being marked as aforesaid, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the risk and expense of the Customer, without any compensation to the Customer or any other party and without prejudice to the Company's right to its charges and/or fees including the costs of destruction or disposal.**
- 12.5 **Notwithstanding the acceptance of the Goods, with or without knowledge of the nature of the Goods, the Company may for good reason, destroy or otherwise deal with the Goods at the risk and expense of the Customer, and without any compensation to the Customer or to any other party and without prejudice to the Company's right to its charges and/or fees including the costs of destruction or disposal.**

- 13 **LIEN**
- 13.1 **The Company shall have a lien over all Goods, irrespective of whether the Customer is the owner of the Goods or is acting on behalf of a third party, as security for any claim the Company has against the Customer.**
- 13.2 **If the Customer does not dispute the Company's claim within 30 days after receiving written notice that the Company is exercising its lien and intends selling the goods in its possession to reduce the Customer's indebtedness to it, then the Company shall have the right, in its sole discretion elect sell, either by public auction or private treaty the whole or any part of the Goods and to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of/or towards any sum due by the Customer to the Company and to pay over to the Customer any surplus, if any, and without interest.**
- 13.3 **The Customer hereby expressly appoints the Company as its agent and hereby grants it full authority to act as aforesaid in regard to the sale of the Goods and the appropriation of the proceeds thereof in terms of this clause 13.**
- 14 **NOTICES AND DOMICILIUM**
- 14.1 **The Customer chooses as its *domicilia citandi et executandi* for the purpose of receiving any notice, the serving of any process or for any purpose arising from this Agreement at the Principal Place of Business and email address reflected on the first page of the Credit Application Form. This means that documents may be served at those addresses even if the Customer is not there, and that such service will be regarded as adequate service for legal purposes.**
- 14.2 The Customer may by notice to the Company change its chosen email address, as well as its chosen physical address to another physical address in the RSA.
- 14.3 Any Notice required or permitted to be given or made in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.
- 14.4 Notwithstanding the aforesaid, a written Notice actually received by a party shall be an adequate written Notice to it notwithstanding that it was not sent to or delivered at its chosen physical address or chosen email address.
- 15 **CASH SALES**
- No monthly statements will be provided to the Customer in respect of cash sales and all amounts payable for Services rendered shall become due and payable upon presentation of the Company's invoice, and rendering of the relevant Services may, at the sole discretion of the Company be postponed, suspended, or abandoned until the Customer has effected payment in full.**
- 16 **DEFAULT AND BREACH**
- 16.1 The Customer will be in default of this Agreement if, a) it does not pay any amount payable to the Company under this Agreement on the due date (no prior written notice of this breach to the Customer is required); or b) it breaches any of the terms and conditions of this Agreement, and fails to remedy the breach within 7 days of receiving written notice to do so; or c) if any representation or warranty made in connection with this Agreement or any other documents supplied by the Customer is materially incorrect or false; or c) if any person who furnished security to the Company in respect of this Agreement (such as surety), commits any breach of its obligations to the Company under this Agreement; or the Customer or any person who furnished security in respect of this Agreement, is placed in liquidation / sequestration, is deemed to be unable pay its debts, resolves that it voluntarily begin

- business rescue proceedings or has any business rescue proceedings commenced against it.
- 16.2 If the Customer is in default of this Agreement, the Company may be permitted in law and without prejudice to any of its other rights, suspend delivery and the provision of the Services, demand immediate payment of overdue amounts, terminate this Agreement and enforce any security furnished in respect of this Agreement.
- 17 **VARIATION, AMENDMENT AND GENERAL**
- 17.1 The T&C's herein constitute the whole agreement between the Parties and no additions, variations, alterations, or consents to cancellation shall be of any force or effect, unless reduced to writing and signed by or on behalf of the duly authorized representative of both parties.
- 17.2 Each provision herein contained is severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect.
- 17.3 No relaxation or indulgence which the Company may grant to the Customer shall constitute a waiver of the Company's rights and shall not preclude the Company from exercising any rights which may have arisen in the past or which might arise in the future nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.
- 17.4 The T&C's shall be governed and interpreted in accordance with the laws of the RSA.
- 17.5 The Company shall be entitled to cede its rights under the Agreement to any third party by giving the Customer 30 (thirty) days' written notice of such intention and without the written approval or consent of the Customer.
- 17.6 The Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument.
- 18 **PROTECTION OF PERSONAL INFORMATION**
- 18.1 The Customer confirms that it agrees on its behalf and on behalf of the Customer's directors, shareholders, members, partners and associates that the Company is entitled, at any time, to communicate with any person to obtain and provide any information relating to Customer's payment behaviour, creditworthiness or defaults, and the Customer hereby consents to the Company sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in the Protection of Personal Information Act 4 of 2013.
- 18.2 The Customer agrees that the Company may make enquiries to confirm and verify any information the Customer provided in its application.
- 18.3 The Customer acknowledges and expressly consents that the Company may:
- 18.3.1 process the Customer's personal information to conclude the Agreement with the Customer and for purposes of providing Services to the Customer; and / or
- 18.3.2 process and disclose the Customer's personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities; and / or
- 18.3.3 process and report on the Customer's personal information to comply with an obligation imposed by applicable laws on the Company; and / or
- 18.3.4 provide the Customer's personal information to the Company's subsidiaries and associated entities for purposes of marketing and referring potential business opportunities within the Company's associated group of companies.
- 18.4 The Customer have the right to access its personal information held by the Company and the Company shall grant the Customer such access during office hours within a reasonable time after receiving a written request for access.
- 18.5 The Customer is requested to access the Company's Privacy Policy which is available on its website.
- 18.6 **By using our Services and / or by the Customer providing the Company with its personal information (and those of other data subjects), the Customer acknowledges that it have read and understood the Privacy Policy, it agrees to be bound to the Privacy Policy and that it consents to the Company processing its personal information (and those of other data subjects), which the Company undertakes to process strictly in accordance with the Privacy Policy and POPIA.**
- 19 **CONFIDENTIALITY**
- 19.1 Notwithstanding the cancellation or termination of the Services, the Customer shall not disclose to any person or use in any manner whatever the Company's confidential information or Service Costs; provided that the Customer may disclose the Company's confidential information and the existence and contents of this Agreement:
- 19.1.1 to the extent required by Law (other than in terms of a contractual obligation of the Customer);
- 19.1.2 to, and permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business.
- 19.2 It is specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach by the Customer.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**For and behalf of the Company**

\_\_\_\_\_  
(Who by this signature warrants that he is duly authorised hereto)

\_\_\_\_\_  
Name \_\_\_\_\_ Capacity \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**For and behalf of the Customer**

\_\_\_\_\_  
(Who by this signature warrants that he is duly authorised hereto)

\_\_\_\_\_  
Name \_\_\_\_\_ Capacity \_\_\_\_\_

**SURETYSHIP (BY ONE OR MORE SURETIES)**

I/we the undersigned, hereby bind ourselves, jointly and severally, as sureties for and co-principal debtors in solidum with the Customer (or in the case of a single surety, do hereby bind myself, in solidum, as surety for and co-principal debtor with the Customer) for the due payment by the Customer of all amounts that may become due by the Customer to the Company in terms of the Agreement, on and subject to the following terms and conditions:

1. This Suretyship is an integral part of the contract between the Customer and the Company as set out in the Credit Application Form and Terms and Conditions;
2. This Suretyship is given addition to, and without prejudice to, any other suretyship, guarantee, or any other security whatsoever, that the Company may hold in respect of any obligations of the Customer;
3. I/we agree that the Company may cede, assign or otherwise transfer this Suretyship, and on such cession, assignment or transfer, my/our liability will continue in favour of the cessionary for both the existing liability at the date of cession and also in respect of any further liability incurred by the Customer with the cessionary;
4. This Suretyship will remain of full force and effect as a continuing covering security notwithstanding any temporary or partial extinction of the Customer's indebtedness to the Company for as long as the Customer has a credit facility with the Company and/or owes money to the Company. I/we shall not be entitled to withdraw or cancel this Suretyship unless and until the Customer has paid the Company all money that it owes, and then only upon the expiry of 14 (fourteen) days' notice in writing given by me/us to the Company;
5. If the Customer is placed under business rescue and the business rescue plan that is adopted provides for any compromise with creditors, any reduction of creditors' claims, any extension of time for payment of creditors' claims or any other relaxation or reduction of creditors' rights or claims, I/we will remain liable to the Company for the payment of the full amount of the Customer's indebtedness to the Company on the due date for payment, notwithstanding that a Creditor's claim against the Customer may be reduced and/or delayed by the business rescue plan;
6. In the event of the Company taking any legal action against me/us in terms of this Suretyship, I/we shall be liable for the Company's legal cost on the scale as between attorney-and-own-client, including collection commission, tracing fees, valuation charges, transport costs and other expenses in connection therewith;
7. I/we hereby waive the benefits of the legal exceptions:
  - 7.1 excussion, which means that the Company may sue me/us for money owing by the Customer without having to first exhaust its remedies against the Customer; and
  - 7.2 division, which means that the Company may claim the full amount owing by the Customer from any one Surety and is not obliged to claim proportionate shares from each Surety. The renunciation of this benefit makes the sureties jointly and severally liable to the Company;
8. I/we choose as my/our *domicilium citandi et executandi* for the receipt of any notices and legal processes arising from this suretyship at the address set out below. I/we understand that this means that documents may be served at those addresses even if we are not there, and that such service will be regarded as adequate service for legal purposes.
9. I/we warrant that our marital statuses are correctly set out below.

Signed by the surety(ies) as follows:

FIRST SURETY:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Married in/out of community of property/Unmarried (delete that not applicable)

\_\_\_\_\_  
Spouse's signature (if married in community of property)

Spouse's name and surname (if married in community of property): \_\_\_\_\_

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

\*FULL PHYSICAL ADDRESS MUST BE COMPLETED

SECOND SURETY:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Married in/out of community of property/Unmarried (delete that not applicable)

\_\_\_\_\_  
Spouse's signature (if married in community of property)

Spouse's name and surname (if married in community of property): \_\_\_\_\_

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

\*FULL PHYSICAL ADDRESS MUST BE COMPLETED