R&V_{BEARING} SUPPLIES CC

SPECIALISTS IN ALL BEARINGS AND ASSOCIATED PRODUCTS



ONLINE APPLICATION FOR CREDIT AND STANDARD CONDITIONS OF SALE

CAPE TOWN JOHANNESBURG PAARL

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"WE GET YOU EXACTLY WHAT YOU NEED WHEN YOU NEED IT

DEED OF SURETYSHIP

I/WE, THE UNDERSIGNED
DO HEREBY UNCONDITIONALLY IRREVOCABLY BIND MYSELF/OURSELVES JOINTY AND
SEVERALLY, AS SURETY(IES) AND CO-PRINCIPAL DEBTOR(S) WITH
("THE DEBTOR") TO R&V BEARING
SUPPLIES CC ("THE CREDITOR") OR ITS SUCCESSORS FOR THE REPAYMENT OF ALL OR ANY
SUCH SUMS OF MONEY WHICH THE SAID DEBTOR MAY NOW OR FROM TIME TO TIME
HEREAFTER OWE TO THE SAID CREDITOR, TOGETHER WITH INTEREST ON THE CAPITAL SUM AT
THE MAXIMUM RATE ALLOWED BY THE LAW FROM TIME TO TIME OR AS AGREED UPON
BETWEEN THE DEBTOR AND THE CREDITOR, WITHOUT IN ANY WAY DEROGATING FROM THE

GENERALITY OF THE AFOREGOING, I/WE AGREE TO BE BOUND BY THE FOLLOWING TERMS AND

1. I/We renounce the benefits of the legal exceptions of "division" and "excussion";

CONDITIONS:

- 2. Should the Debtor fail and/or refuse to discharge any of its obligations on due date, the Creditor shall be entitled to demand from me/us, immediate performance of all the obligations and/or payment of all monies then lawfully due and owing by the Debtor to the Creditor, which demand I/we shall comply with in seven (7) days:
- 3. The Creditor's rights hereunder will not be prejudiced by reason of any election on the part of the Creditor in regard to alternative remedies available to it against the Debtor, it being the intention that the Creditor shall, without prejudicing its rights hereunder, have a full and free discretion as to the choice and method of enforcement of its rights against the Debtor;
- 4. If the Debtor shall be placed in liquidation or under sequestration or submit 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 Debtor's indebtedness to it without in any way prejudicing its tights against me/us to recover from me/us to the full extent of this Surety ship, any sum which after receipt of such dividends or payments remain owing to the Creditor. I/We further bind myself/ourselves in the event of such liquidation, sequestration, offer of compromise or composition or scheme of arrangement as set out above, not to file any claims against the Debtor, save with the prior written consent of the Creditor;
 - 5. I/We undertake to pay all legal costs incurred by the Creditor in demanding and enforcing compliance with my/our obligations in terms hereof, on an attorney and client scale;

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	No change of such address is valid unless the Cre Acknowledgement of receipt of such change as be			•	
	I/We further agree that any notice sent to me by preto have reached me on the third day after the date		•		
(For the purpose of any action arising herefrom, I hereby consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to the provisions of the Magistrate's Court Act (Act No. 32 of 1944), or any amendment or re-enactment thereof, provided that the Creditor shall be entitled at his entire discretion to institute Proceedings in any other Court which may otherwise have jurisdiction in respect of such action.				
_	THUS DONE AND SIGNED AT		THIS	DAY C	
	Year		, IN TI	HE PRESENCE OF TH	
Į	UNDERSIGNED WITNESSES.				
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1	1. SURETY SIGN:			POSITON	
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SURETY CAN ONLY BE SIGNED BY A MEMBER, PARTNER, SHAREHOLDER OR DIRECTOR OF THE COMPANY