APPLICATION FOR CREDIT FACILITY

Private and confidential

APPLICATION FOR CREDIT FACILITY & SURETY

With

Umzimkhulu Industrial Holdings (Pty) Ltd t/a Rossmin

Reg No: 2006/019502/07

Credit Application Form

Welcome, and thank you for choosing to trade with Rossmin. This form sets out what we need from you to open a credit account, and the terms that will govern your account once it's opened. In short: complete your business, director/member and banking details below, attach the documents listed on the last page and sign at the end.

Please request and supply a bank code of good standing along with this application
Rossmin's Sales, Credit and General Manager will review your application and confirm your credit limit and terms.

I/We ("the CUSTOMER") ....

....

do hereby apply to Umzimkhulu Industrial Holdings (Pty) Ltd t/a Rossmin, Registration Number 2006/019502/07 including their respective associated and subsidiary companies, trading divisions, successors-in-title and assigns (hereinafter referred to as "ROSSMIN") for the opening of an account for the purchase of goods, materials and or services upon the terms and conditions of ROSSMIN as stated hereunder.

My/Our full particulars are set out hereunder. I/We acknowledge that the grant or refusal by ROSSMIN of the terms of credit applied for herein is dependent upon the accuracy of the information herewith provided by me/us.

Customer's Business Details

Registered Name..

Trading Name...

Vat Registration No...

Company Registration Number...

Date Established..

Nature of Business...

Physical Address..

....Code...

Registered Address...

....Code...

Postal Address..

.... Code..

Tel..

E-Mail Address (Where invoices are to be sent) ....
....

Auditors Name, Address and Telephone...

....

Business premises owned/leased/bonded (please circle)

Bondholder/landlords full name and contact details...

....

Members / Partners / Directors / Proprietors Details

a) Full Name...

ID Number...

Residential Address...

....Code...

Contact Numbers...

b) Full Name...

ID Number...

Residential Address...

....Code...

Contact Numbers...

c) Full Name...

ID Number...

Residential Address...

....Code...

Contact Numbers...

d) Full Name...

ID Number...

Residential Address...

....Code...

Contact Numbers...

Credit Limit Applied For

R...

Customer's Banking Details

BANK...

BRANCH..BRANCH CODE...

ACCOUNT NUMBER..

Trade References

NAME OF SUPPLIER MONTHLY PURCHASES TELEPHONE NO.

a)... R.. ....

b)... R.. ....

c)... R.. ....

Rossmin will contact all Trade References - Please provide correct contact details for references that are able & willing to provide references. This will assist Rossmin in completing this application in a timeous manner.

National Credit Act 34 of 2005 (NCA)

Pursuant to the provisions of Section 4(1)(a)(i) of the NCA, read with the threshold determination made by the Minister in Government Notice R713 of 1 June 2006, the CUSTOMER warrants that its asset value or annual turnover (together with the combined asset value or annual turnover of all related juristic persons) equals or exceeds the threshold of R1 000 000.00, and that the NCA does not apply to this Agreement. Should the CUSTOMER's asset value or annual turnover fall below the threshold at any time, the CUSTOMER undertakes to notify ROSSMIN in writing forthwith, and the parties shall in good faith amend this Agreement to comply with the NCA.

Consumer Protection Act 68 of 2008 (CPA)

Pursuant to the provisions of Section 5(2)(b) of the CPA, read with the threshold determined by the Minister in terms of Section 6 of the CPA (currently R2 000 000.00 per Government Notice 294 of 1 April 2011), the CUSTOMER warrants that its asset value or annual turnover at the time of this Agreement equals or exceeds the threshold, and accordingly the CPA does not apply to this Agreement. The CUSTOMER acknowledges that certain provisions of the CPA (including Sections 22 (plain language), 40 (unconscionable conduct), 41 (false, misleading or deceptive representations) and 51 (prohibited transactions)) may nevertheless apply notwithstanding the threshold exclusion.

Protection of Personal Information Act 4 of 2013 (“POPIA”)

1. **Notice and consent**. This clause is the notice required by Section 18 of POPIA. The CUSTOMER, and each director, member, trustee, surety and other natural person whose Personal Information is provided, acknowledges that ROSSMIN, as Responsible Party, will collect, process, store and (where applicable) transfer Personal Information as defined in POPIA.

2. **Information Officer**. ROSSMIN's designated Information Officer (as contemplated in Section 1 of POPIA read with Section 1 of the Promotion of Access to Information Act 2 of 2000 (“PAIA”)) is Mr Dale Kinloch (dalek@rossmin.co.za). Enquiries, requests to access or correct Personal Information, objections to processing, and complaints may be addressed to him or, in the alternative, to the Information Regulator (South Africa) at inforeg@justice.gov.za.

3**. Lawful basis and purposes.** Personal Information will be processed for the following purposes: (a) assessing this credit application and the credit-worthiness of the CUSTOMER and any surety; (b) performing this Agreement and ROSSMIN's obligations under it; (c) administering, managing and recovering the account; (d) complying with applicable laws and regulatory requirements; (e) protecting ROSSMIN's legitimate interests; and (f) such other purposes as the CUSTOMER may from time to time agree.

4**. Sources and recipients**. Personal Information may be obtained from the CUSTOMER directly, from credit bureaux, banks, trade references and other publicly-available sources. ROSSMIN may share the Personal Information with credit bureaux, attorneys, debt collectors, banks, insurers, auditors, regulators and group companies for the purposes set out above.

5. **Cross-border transfers.** Where Personal Information is transferred outside the Republic of South Africa, ROSSMIN shall comply with Section 72 of POPIA, including by ensuring that the recipient is subject to laws, binding corporate rules or a binding agreement that provide an adequate level of protection.

6. **Retention and security.** Personal Information will be retained for as long as is necessary to achieve the purposes for which it was collected, or for any longer period required by law. ROSSMIN will take reasonable technical and organisational measures (as contemplated in Section 19 of POPIA) to secure the Personal Information against loss, damage and unauthorised access.

7. **Direct marketing**. ROSSMIN will not use Personal Information for purposes of direct marketing by means of electronic communication (as contemplated in Section 69 of POPIA) without the CUSTOMER's express opt-in consent.

8. **Data subject rights.** The CUSTOMER and each affected data subject have the right to (a) be notified of the collection of Personal Information; (b) request access to and correction of Personal Information; (c) object to the processing of Personal Information; (d) withdraw consent (without affecting the lawfulness of processing prior to withdrawal); and (e) lodge a complaint with the Information Regulator.

9. **Access to information (PAIA**). ROSSMIN has compiled a manual in terms of Section 51 of PAIA which sets out the records held by ROSSMIN and the procedure for requesting access to those records. The PAIA Manual is available on the ROSSMIN website and at ROSSMIN's registered office.

10. **Consent**. By signing this Agreement, the CUSTOMER consents to, and warrants that it has obtained all necessary consents from related natural persons for, the collection, processing and disclosure of Personal Information for the purposes and on the terms set out in this clause.

Terms and Conditions of Sale and Credit

1. Application

1.1. These terms and conditions shall govern all future transactions as between with Umzimkhulu Industrial Holdings (Pty) Ltd t/a Rossmin, Registration Number 2006/019502/07 including their respective associated and subsidiary companies, trading divisions, successors-in-title, and assigns (hereinafter referred to as “ROSSMIN”) and the CUSTOMER.

1.2. The terms and conditions set out hereunder shall bind the parties at all times irrespective of any other purported agreement that may take place between the parties and are to be read together with any authorised quote or specification sheets.

2. Disclosure

The CUSTOMER warrants that the information contained in the Credit Application is true and ROSSMIN may rely on the correctness of such information when assessing the credit facility.

3. Credit Facility

3.1. The amount, extent and nature of the credit granted shall be at the discretion of ROSSMIN. If the CUSTOMER exceeds any limits this will not affect ROSSMIN's rights.

3.2. ROSSMIN may suspend, alter or withdraw credit facilities at ROSSMIN's discretion. In the event of a default ROSSMIN may, at ROSSMIN's discretion, cancel or suspend the delivery of goods or the performance of services.

4. Credit Information Search

4.1. ROSSMIN may perform a credit information search on the CUSTOMER at a credit information bureau of ROSSMIN's choice, monitor the CUSTOMER's payment behaviour and use new information obtained from the credit information bureau in respect of any future credit applications by the CUSTOMER.

4.2. The CUSTOMER warrants that any information relating to the CUSTOMER not being credit worthy shall be sufficient grounds to deny or cancel this credit application.

4.3. The CUSTOMER further warrants that any information regarding the CUSTOMER's credit worthiness, defaults in payment and details of how the CUSTOMER has conducted the account with ROSSMIN may be disclosed to any other creditor of the CUSTOMER and to any credit information bureau.

5. Application of National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008

If any term in this Agreement is in conflict with the law, that term shall be deemed amended to conform with the law, without affecting the remaining terms.

6. Payment

6.1. All payments are strictly 30 days from the date of ROSSMIN's statement.

6.2. If any payment is not paid on due date, or if the CUSTOMER is in breach of these conditions, all amounts unpaid shall immediately become due.

6.3. The CUSTOMER shall not be entitled to claim set-off or deduction in respect of any payment due by the CUSTOMER to ROSSMIN in respect of goods and/or services supplied.

6.4. The prices quoted are based on current costs and should these costs increase, ROSSMIN shall have the right to amend its prices forthwith and the CUSTOMER acknowledges and agrees that the actual price to be paid will be the price as determined by ROSSMIN at the time of delivery. In any dispute the amount of any increase shall be referred to ROSSMIN'S auditors, acting as experts and whose certificate shall be final and binding on both parties.

7. Interest

If any payment is not made on the due date, the CUSTOMER shall be liable to pay interest on the overdue amount at the lower of (a) two per cent (2%) per month compounded, or (b) the maximum rate permitted by law from time to time, calculated from the due date to the date of actual payment. The parties record that the common law in duplum rule applies, such that arrear interest shall cease to accrue once the total unpaid interest equals the outstanding capital amount.

8. Delivery

8.1. Unless otherwise agreed, the delivery of goods to the CUSTOMER shall be at the CUSTOMER's premises.

8.2. ROSSMIN shall make all reasonable efforts to promptly deliver the goods required, however, ROSSMIN shall not be strictly bound by any dates agreed upon.

8.3. If the CUSTOMER fails to take delivery of goods on the due date, then ROSSMIN shall be entitled to reasonable costs, including storage and insurance, for the keep of the goods during the delay.

8.4. Any delivery notes signed by the CUSTOMER or any agent or any employee of the CUSTOMER shall be deemed to be accurate and binding on the CUSTOMER and shall constitute prima facie proof of delivery.

8.5. The mass of all products will be the weight as recorded on ROSSMIN's measuring system or weighbridge.

8.6. Goods damaged during delivery and deemed not to be acceptable at ROSSMIN's sole discretion may be returned immediately on the same vehicle subject to the CUSTOMER endorsing the delivery note to that effect. Damage, shortage or non-conformance not identified at the point of delivery must instead be reported in accordance with clause 11.2 (Complaints Procedure).

8.7. Any delay in delivery shall not entitle the CUSTOMER to cancel the order or have any claim against ROSSMIN nor shall ROSSMIN be liable for any damages or losses, direct or consequential, which arise from the delay in delivery.

8.8. A separate deposit may be charged by ROSSMIN should delivery take place on pallets or in bulk bags, such deposit will be refunded upon return of the pallets or bulk bags in suitable condition for re-use. The deposit will not be refunded should the pallets or bulk bags not be suitable for re-use upon their return, this determination shall be made at the sole discretion of ROSSMIN.

9. Ownership

9.1. Ownership of all goods delivered or supplied by ROSSMIN will remain vested in ROSSMIN until the purchase price has been paid in full.

9.2. The risk shall pass to the CUSTOMER when the goods are delivered to the CUSTOMER's premises or the address appointed by the CUSTOMER and ROSSMIN shall not be liable for any damage or loss whatsoever, direct or indirect, consequential or otherwise, arising out of or in connection with the use by the CUSTOMER of the goods.

9.3. Should delivery not be possible as a result of any actions or omissions by the CUSTOMER, its employees or representatives, risk shall pass to the CUSTOMER regardless of whether or not ROSSMIN cannot complete delivery to the CUSTOMER.

10. Statement of Accounts

10.1. It is recorded that all transactions entered into between the CUSTOMER and ROSSMIN are recorded by ROSSMIN in computerised statements which are sent to the CUSTOMER each month, and which are intended to reflect all transactions entered into between ROSSMIN and the CUSTOMER up to the last day of that month.

10.2. Each monthly statement is deemed received unless the CUSTOMER, by the last day of the following month, notifies ROSSMIN in writing by email that it was not received.

10.3. Unless ROSSMIN is notified of non-receipt as above, the CUSTOMER must notify ROSSMIN in writing (by email or registered post) within 14 days of month-end of any disputed item, setting out its nature, amount and the grounds of dispute.

10.4. The CUSTOMER is deemed to have acknowledged each undisputed item in the monthly statement, and to have admitted that the related amount is due, owing and payable to ROSSMIN.

10.5. Nothing in this clause shall prevent ROSSMIN from rectifying any errors in or omissions from previous monthly statements or including any statements or any transactions which may have occurred prior to the month in question, hereby rectifying any previous errors or omissions.

11. Return of Goods & Complaints Procedure

11.1. Goods sold by ROSSMIN to the CUSTOMER are not returnable save at the option of ROSSMIN in the event of the goods not conforming to specification. Such returns or claims will be limited to, at ROSSMIN's discretion, replacement, or a reduced price, or a credit passed on future orders.

11.2. Any complaint regarding damaged, defective, short, or non-conforming goods must be reported by the CUSTOMER to ROSSMIN in writing (by email or letter), as soon as reasonably possible and in any event within five (5) business days of delivery for damage or shortage apparent on inspection, or within ten (10) business days of delivery for defects or non-conformance not reasonably apparent on delivery. The complaint will be logged, investigated and resolved by ROSSMIN in accordance with ROSSMIN's Customer Complaint Procedure (Doc. 001 UM 5-6 FOOD 12.1.1), which targets resolution within five (5) working days of the complaint being logged; where that target cannot be met, ROSSMIN will keep the CUSTOMER informed of progress. A complaint is a “properly registered complaint” for the purposes of clause 18 (Exemptions) once it has been logged in accordance with this clause 11.2.

12. Whole Agreement

This contract is the entire agreement between the parties. No alteration or variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of ROSSMIN and by the CUSTOMER.

13. Jurisdiction

The CUSTOMER consents in terms of Section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrate's Court in respect of any proceedings pursuant to this agreement.

14. Domicilium Citandi et Executandi

The CUSTOMER chooses domicilium citandi et executandi (address at which the CUSTOMER chooses to receive all communications and at which legal proceedings are instituted) for all purposes hereunder at:

………………………………………………………………………………………………………..............................

15. Breach

15.1. In the event of any breach by the CUSTOMER of any of these terms, ROSSMIN shall be entitled: to cancel any contract or any part thereof and to claim return of the goods sold thereunder; or to claim from the CUSTOMER immediate payment of all and any monies due by the CUSTOMER to ROSSMIN notwithstanding any earlier agreement for credit, whether same is due for payment or not, in specified default events (non-payment, dishonoured instrument, insolvency/business rescue, compromise with creditors, or failure to satisfy a judgment within 7 days).

15.2. Upon the cancellation of the contract for any reason whatsoever, ROSSMIN may repossess the goods if ownership has not been passed to the CUSTOMER.

16. Costs

The CUSTOMER shall be liable to pay all legal costs, including collection commission, counsel fees, tracing costs and any other costs arising from the recovery of any amount owing by the CUSTOMER or any legal proceedings against the CUSTOMER, including costs on an attorney and own client scale.

17. Notification of Change of Address

Should either party to this agreement wish to change their specified domicilium address they are required to deliver to the other party written notification of the new address by hand, registered mail, or electronic mail if the other party has provided an e-mail address.

18. Exemptions

18.1. Save as set out in clause 18.2, ROSSMIN shall not be liable in any way whatsoever for loss of profit, damage or harm suffered by the CUSTOMER because of any occurrence/negligence by ROSSMIN. The CUSTOMER indemnifies ROSSMIN against all claims that may be made against ROSSMIN, its Directors, Employees and Agents arising out of the manufacture, sale, supply, and delivery of the goods by ROSSMIN to the CUSTOMER.

18.2. Nothing in clause 18.1 excludes or limits the CUSTOMER’s rights under clauses 8.6, 9.2, 11.1 and 21, provided the complaint has been properly registered and pursued in accordance with clause 11.2 (Complaints Procedure).

18.3. For the avoidance of doubt, clause 18.1 remains in full force and effect in respect of: (a) any claim for consequential or indirect loss; and (b) any complaint that has not been raised and pursued in accordance with clause 11.2.

19. Non-waiver

No extension of time or waiver or relaxation of any of these terms and conditions shall operate as an estoppel against ROSSMIN in respect of its rights hereunder, nor shall it operate to preclude ROSSMIN thereafter from exercising its rights strictly in accordance with such terms and conditions.

20. Certificate of Indebtedness

A certificate signed by any director or managing member of ROSSMIN indicating the amount due and owed by the CUSTOMER to ROSSMIN at any given time, as well as any other factor of which proof may be required, shall be prima facie (on the face of it) proof of the facts therein stated for the purpose of all legal proceedings against the CUSTOMER.

21. Warranty

All ROSSMIN goods and products are in accordance with the specifications as published and contained in the relevant ROSSMIN specification sheet. All other warranties, whether express or implied are excluded.

22. Dispute Resolution

22.1. Any dispute arising from or in connection with this Agreement will be finally resolved by arbitration in accordance with the Rules of the Association of Arbitrators (Southern Africa) (Rules) or its successor current at the date of the dispute arising.

22.2. The arbitrator will be a person mutually agreed on or, in the absence of agreement, appointed by the Association of Arbitrators (Southern Africa) or its successor, subject to the provisos that: article 3 and 4 procedural prerequisites are waived; and the arbitrator must be a practising senior counsel, a retired judge, or an attorney with at least 15 years' experience in practice.

22.3. Subject to the provisions in clauses 22.1 and 22.2, the arbitration proceedings will be conducted in accordance with the provisions of the Arbitration Act, 1965, or its successor.

22.4. A written notice by a Party to the other Parties that a dispute be submitted to arbitration will be deemed to be a legal process for the purposes of interrupting extinctive prescription.

22.5. Nothing in this clause 22 will prevent a Party from obtaining urgent relief in any court of competent jurisdiction and to this end the Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Division.

Documents Required

Document	Yes	No
Members/Directors/Proprietors ID		
Proof of Vat Registration		
Latest Audited Financial Statements		
Resolution Authorising Signatory to Sign Credit Application		
Proof of Customer's Banking Details		
Bank Code (to be provided by your bank) *		

*Please request your bank to provide a bank code. Details to be provided to bank: Name of company; Bank details – Name & Branch; Account No; Credit applied for; Terms – 30 Days.

I, the undersigned, certify that the above particulars are correct and that I am duly authorised to sign on behalf of the CUSTOMER. I apply for a credit facility with ROSSMIN, and the CUSTOMER agrees to be bound by the terms and conditions set out herein.

CUSTOMER NAME: ……

CUSTOMER'S SIGNATURE: ………………………………………………… DATE: ………………………………………………

Suretyship, Co-Principal Debtorship and Guarantee

(If the customer is a company / close corporation / trust)

This section is unchanged from the 27 May 2026 baseline (Legal Review v2) and is reproduced here in full, so this document remains complete and stands alone.

I/We the undersigned (Co-Principal Debtor/s)

a) Full Name...

ID Number..

Marital Status: [Unmarried] / [Married out of community of property] / [Married in community of property – written spousal consent in terms of Section 15(2)(h) of the Matrimonial Property Act 88 of 1984 attached] delete whichever is not applicable

Residential Address..

....Code..

Contact Numbers...

b) Full Name...

ID Number..

Marital Status: [Unmarried] / [Married out of community of property] / [Married in community of property – written spousal consent in terms of Section 15(2)(h) of the Matrimonial Property Act 88 of 1984 attached] delete whichever is not applicable

Residential Address..

....Code..

Contact Numbers...

c) Full Name...

ID Number..

Marital Status: [Unmarried] / [Married out of community of property] / [Married in community of property – written spousal consent in terms of Section 15(2)(h) of the Matrimonial Property Act 88 of 1984 attached] delete whichever is not applicable

Residential Address..

....Code..

Contact Numbers...

do hereby bind myself/ourselves jointly and severally to the Company ("the CREDITOR") and its successors in title as surety and for and co-principal debtor with

……….

("the DEBTOR") for the due and punctual payment and performance by the DEBTOR of all debts and obligations, of whatever nature, now or in future owing to the CREDITOR (collectively, "the obligations").

I/We further jointly and severally guarantee the DEBTOR's performance of all its obligations to the CREDITOR.

1. I/We are also liable for all charges and expenses incurred by the CREDITOR in enforcing the obligations, including attorney-and-own-client costs, collection commission and tracing fees.

2. The CREDITOR's rights under this SURETYSHIP shall not be affected or diminished:

- if the CREDITOR obtains additional suretyships, guarantees, co-principal debtorships, securities or indemnities;
- if any other person named herein fails, refuses or neglects to sign;
- if the CREDITOR acquired its claim against the DEBTOR by cession from any holding, subsidiary or associated company; or
- if this document is not witnessed.

3. This SURETYSHIP is a continuing covering suretyship, co-principal debtorship and guarantee, and remains in force despite any fluctuation in, or extinction of, the obligations.

4. I/We are bound by all admissions or acknowledgements of indebtedness made by the DEBTOR to the CREDITOR. No alteration or variation of any agreement between the DEBTOR and the CREDITOR shall release me/us from liability.

5. The CREDITOR may, without notice to me/us and without prejudice to its rights, release other sureties, co-principal debtors, guarantees or securities, grant the DEBTOR extensions of time, or compound or otherwise arrange with the DEBTOR for the discharge of the DEBTOR's indebtedness.

6. If the DEBTOR is placed under liquidation, provisional liquidation, business rescue, sequestration, provisional sequestration, or offers any compromise, composition or scheme of arrangement under company or insolvency law, the CREDITOR may accept any dividend in reduction of the DEBTOR's indebtedness without prejudicing its rights against me/us. I/We further undertake not to file any claim against the DEBTOR in such circumstances without the CREDITOR's prior written consent.

7. The CREDITOR may, in its sole discretion, treat any monies paid by me/us as cash security held in a securities realisation account until the obligations are fully discharged, or apply them to such of the DEBTOR's debts as it sees fit.

8. If the DEBTOR fails to discharge any obligation on its due date, the CREDITOR may, despite any contrary arrangement with the DEBTOR, demand immediate performance from me/us of all obligations then owing, whether they are otherwise due.

9. I/We warrant that each contract concluded by the DEBTOR with the CREDITOR is, or will be, within the DEBTOR's scope, authority, powers and objects, and that all required resolutions and signatures of directors,

members or trustees of the DEBTOR have been (or will be) duly passed and executed. If this warranty is breached, I/we assume the liability that the contract purported to impose on the DEBTOR.

10. As collateral security, I/we cede, assign and transfer to the CREDITOR all my/our right, title and interest in any amounts now or hereafter owing to me/us by the DEBTOR from any cause whatsoever, including any reversionary right or interest acquired after termination of any prior cession.

11. For provisional sentence, default or summary judgment proceedings, a certificate signed by any manager of the CREDITOR stating the amount owing and that the due date has arrived is prima facie proof of the DEBTOR's indebtedness. The manager's designation and authority need not be proved.

12. In terms of Section 45 of the Magistrates' Courts Act 32 of 1944 (as amended), I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act (read with Section 45) in respect of any action being instituted against me/us by the CREDITOR in terms hereof. It shall nevertheless be entirely within the discretion of the CREDITOR as to whether to proceed against me/us in such Magistrate's Court or any other Court having jurisdiction, and I/we consent to the jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban (established in terms of the Superior Courts Act 10 of 2013) for purposes of any application or action arising out of this contract.

13. I/We expressly renounce the benefits of the legal exceptions of “order”, “exclusion”, “division”, “cession of action” and any other exception that could be pleaded against the CREDITOR's claim, declaring that we fully understand their effect (save, where the National Credit Act applies, for the exceptions “money not paid over”, “wrong calculation” and “no cause of action exists”).

14. The CREDITOR may, in its sole discretion, refer any breach, dispute or deadlock to its accountants (acting as umpire) or to arbitration. The umpire's or arbitrator's decision (including as to costs) is final and binding.

The Arbitrator shall be a person nominated by the Provincial Council of the Legal Practice Council (KwaZulu-Natal) (established in terms of the Legal Practice Act 28 of 2014) from time to time, and such person shall be a legal practitioner with at least ten (10) years' experience.

Determinations by the Company's Accountants shall take place at their offices, and any arbitration shall be held in Durban unless the parties agree otherwise in writing.

The arbitration shall proceed on the terms decided by the Arbitrator, as informally and expeditiously as possible, unless the Company elects the summary procedure under the Rules for the Conduct of Arbitration of the Association of Arbitrators.

The Arbitrator's (or Umpire's) decision is final and binding, and they may stipulate liability for costs (including their own costs and disbursements).

Any party may have the award made an order of court.

15. For purposes of this SURETYSHIP and any proceedings under it, I/we choose domicilium citandi et executandi at the physical address given on page one of the Application for Credit, where all notices and processes may be served.

16. I/We confirm that this Deed was properly completed at the time of signature. The CREDITOR may enforce this Deed against any signatory whether the other named parties have signed.

17. References to any gender include all genders, and references to the singular include the plural and vice versa.

Dated at ………………………………………………….. on ……………………………………………………………….

……………………………………………………………….   ……………………………………………………………….

SURETY, CO-PRINCIPAL DEBTOR   AND   GUARANTORSPOUSE (if applicable)

……………………………………………………………….   ……………………………………………………………….

SURETY, CO-PRINCIPAL DEBTOR   AND   GUARANTORSPOUSE (if applicable)

……………………………………………………………….   ……………………………………………………………….

SURETY, CO-PRINCIPAL DEBTOR   AND   GUARANTORSPOUSE (if applicable)

WITNESS:

1. Signature: ……………………………………………   2. Signature: …………………………………………………….

Name: …………………………………………………..   Name: ……………………………………………………………

For Office Use Only

Sales Rep:	Signature:	Date:
Sales Rep motivation in support of this application:		
Products Customer expected to purchase	**Volume/month**	**Price incl transport and VAT**
B		
Totals:		R
Credit Reference Feedback:		
Credit applied for:	Recommended:	Approved:
Sales Manager:	Signature:	Date:
Account number allocated:		
Credit Manager	Signature:	Date:
Credit Terms:		
Special Conditions:		
General Manager	Signature:	Date: