

**SURETYSHIP**

1. This suretyship is an annexure to the Agreement. The terms and phrases defined in the Agreement shall be of application herein.

I / we the undersigned

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(Full names and Identity  
Number) (The Surety)

- hereby confirm that I / we have bound ourselves jointly and severally to and in favour of the Seller as sureties and co-principal debtors in solidium with the Purchaser as set out in item 2 of the Schedule and in terms of the nominee clause 31 of this Agreement for the due fulfilment of all the obligations of the Purchaser (including but not limited to damages) arising from this Agreement and annexures to the Agreement.
2. In addition to the amounts payable in terms of the Agreement, the Surety shall be liable to pay legal costs, including attorney and client costs reckoned on the non-litigious tariff as recommended by the Law Society of the Cape of Good Hope or its successors and collection commission incurred, by the Seller in securing or endeavouring to secure fulfilment of the Purchaser's obligations under the Agreement as well as the suretyship's obligations hereunder.
  3. The Seller shall be entitled, without prejudice to its rights against the Surety, to release any security given or to give time to or compound or make any agreement with the Surety or with the Purchaser in regard to the payment of the indebtedness of the Purchase to it with the Seller its absolute discretion deems fit.
  4. The suretyship shall remain in force until such time as the Purchaser's indebtedness to the Seller in terms of this Agreement is discharged in full.
  5. The Surety agrees that a certificate purporting to be signed by any director of the Seller showing the amount of any indebtedness due / and or payable by the Purchaser to the Seller at any particular time shall be prima facie proof of the amount due and the fact that is then due and payable.
  6. The Surety renounces each and every one of the benefits and exceptions known as *beneficium ordines sei excussionis, non causa debiti*, and revision of account.
  7. The Surety is fully and independently acquainted with the meanings and nature of the abovementioned benefits and with the consequences thereof, the Surety acknowledges that the summaries of the meaning and effect of each benefit and exceptions are no more than summaries and to the extent (if any) to which they do not fully explain or are inconsistent with the legal principles to which they apply.
  8. No variation of the terms of this deed of Suretyship shall be of any force and effect unless reduced to writing and signed by both the Surety and the Seller. This document is and shall remain the Seller's property.
  9. The protection afforded to the Seller shall under this suretyship shall extend to the Seller assigns and any persona or entity to whom the Seller may cede its rights herein.
  10. All notices to be given in terms of this Suretyship shall be in writing and shall be delivered to the Surety at the following address, at which address the Surety chooses his domicilium citandi et executandi for all purposes of this suretyship:

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11. The Surety agrees that it shall be at any time entitled to change its his domicilium citandi et executandi which shall take effect only upon serving the notice thereof to the Seller by pre-paid registered mail at its address set out in the Agreement.
12. Notwithstanding anything to the above any notice actually received by the Surety shall be adequate notice to the Surety, even if not delivered at the Surety's chosen his domicilium citandi et executandi.

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

AS WITNESSES:

1. \_\_\_\_\_  
\_\_\_\_\_ in his/her personal capacity as Surety
2. \_\_\_\_\_

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

AS WITNESSES:

1. \_\_\_\_\_  
\_\_\_\_\_ Surety Spouse if married in Community of Property
2. \_\_\_\_\_