

## Dear Customer

We thank you for your interest in becoming a CLEAR WORLD SUPPLIERS (PTY) LTD customer. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and personal guarantee.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our Head Office as follows:

**E-mail: [kouthar@clearworld.co.za](mailto:kouthar@clearworld.co.za)**

We further require that the original application form be forwarded to the following address:

15 Marinus Road  
Marconi Beam  
Cape Town  
7441

Tel: 021-422 1226

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable

**APPLICATION FOR CREDIT FACILITIES  
INCORPORATING STANDARD TERMS AND CONDITIONS OF SALE**

**SECTION A – Questionnaire**

I/We, \_\_\_\_\_  
(hereinafter referred to as “**THE APPLICANT**”) hereby make application for credit facilities for the opening of an account with  
**CLEAR WORLD SUPPLIERS (PTY) LIMITED** registration number **2012/089212/07** (hereinafter referred to as “**CLEAR WORLD SUPPLIERS**”). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Proprietor	Partnership	Close Corporation	Private Co. (Pty) Ltd	Public Co. (Ltd)	Trust
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2.1 Registered Name of “**THE APPLICANT**” \_\_\_\_\_

2.2 Trading name \_\_\_\_\_

2.3 Company Registration number (if registered) \_\_\_\_\_

2.4 VAT Number \_\_\_\_\_

3.1 Postal Address \_\_\_\_\_  
Code \_\_\_\_\_

3.2 Physical Address of **THE APPLICANT** in terms of Section B, clause 4 of the Terms and Conditions of Sale  
\_\_\_\_\_  
\_\_\_\_\_

3.3 Delivery Address \_\_\_\_\_  
\_\_\_\_\_

3.4 Telephone Number      Area Code ( \_\_\_\_\_ ) \_\_\_\_\_

3.5 Telefax Number      Area Code ( \_\_\_\_\_ ) \_\_\_\_\_

3.6 Cellular Number \_\_\_\_\_

3.7 e-Mail address \_\_\_\_\_

3.8 Name, Address, and Contact number of Landlord \_\_\_\_\_  
\_\_\_\_\_

3.9 Person responsible for account payment \_\_\_\_\_

3.10 Business Function of **THE APPLICANT** \_\_\_\_\_

4.1 Date Business Commenced Trading \_\_\_\_\_

5.1 Bankers \_\_\_\_\_

5.2 Branch \_\_\_\_\_

5.3 Account Number \_\_\_\_\_

5.4 Account Holder Name \_\_\_\_\_

5.5 Branch Code \_\_\_\_\_

5.6 Type of account \_\_\_\_\_

5.7 Date account opened \_\_\_\_\_

5.8 Holding Company name \_\_\_\_\_

Please initial here \_\_\_\_\_

5.9 Percentage share holding \_\_\_\_\_

5.10 Name of Auditors / Accounting Officer \_\_\_\_\_ Tel Number \_\_\_\_\_

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number (SA Citizens only)	Residential Address	Residential Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Residential Address	Residential Phone

7. Details of beneficial owners of THE APPLICANT - SA CITIZENS & FOREIGN NATIONALS

Full Name	Nationality	ID Number / Passport Number

8. Details of Shareholders of THE APPLICANT

Full Name of individual/entity	ID Number / Entity Registration Number	Nationality	Registered / Physical Address

9. Trade References

Company (Supplier) Name	Telephone Number
	Area Code ( )
	Area Code ( )
	Area Code ( )
	Area Code ( )

10. The following credit limit request is for assessment purposes only and does not form part of this contract:

10.1 Amount of credit required R \_\_\_\_\_

10.2 Estimated monthly purchases R \_\_\_\_\_

The amounts inserted above do not create an obligation or representation on behalf of CLEAR WORLD SUPPLIERS to supply goods to the value thereof and shall furthermore not create a limitation or representation of the total amounts recoverable from THE APPLICANT or any guarantor of THE APPLICANT from time to time.

Please initial here \_\_\_\_\_

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11. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

11.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES	NO
YES	NO

11.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

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12. In terms of the Companies Act 71, of 2008 please state:

12.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
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12.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
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13. Please provide the following supporting documents:

Company // Close Corporation // Trust registration documents
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Copies of ID documents and/or Passports of all the directors, members, and sole proprietors of THE APPLICANT
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Letter from the bank confirming the account is in good standing and/or a bank code letter
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VAT Registration Certificate (if applicable)
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Please initial here \_\_\_\_\_

## SECTION B – Standard Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with CLEAR WORLD SUPPLIERS and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

### 1. Credit Terms

- 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 (thirty) days from the end of the month in which a Tax Invoice has been issued by CLEAR WORLD SUPPLIERS. Settlement is effected only on receipt of cash or Electronic Funds Transfer (EFT) or similar payment instrument and shall be made to CLEAR WORLD SUPPLIERS free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by CLEAR WORLD SUPPLIERS is entirely at the discretion of CLEAR WORLD SUPPLIERS and may be withdrawn or amended at any time by CLEAR WORLD SUPPLIERS.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from CLEAR WORLD SUPPLIERS, which may be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
  - 1.2.1 Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
  - 1.2.2 Both THE APPLICANT and CLEAR WORLD SUPPLIERS shall retain the electronic documents in original encrypted format for a period of five years from the date of the delivery to which it relates.
  - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
- 1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on a tax invoice, it shall do so within 14 (fourteen) days of the date of CLEAR WORLD SUPPLIERS's dispatch of such invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

### 2. Change of address

THE APPLICANT undertakes to notify CLEAR WORLD SUPPLIERS in writing within 7 (seven) days of any change of address.

### 3. Change of ownership

THE APPLICANT undertakes to notify CLEAR WORLD SUPPLIERS, in writing, within 20 (twenty) days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to CLEAR WORLD SUPPLIERS.

### 4. Domicilium

THE APPLICANT chooses its *Domicilium Citandi et Executandi* (in other words, the address at which THE APPLICANT will accept all notices, legal documents, and the like, whether or not THE APPLICANT is still present at such chosen address) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

### 5. Consent to sharing information and retention periods

- 5.1 CLEAR WORLD SUPPLIERS takes responsibility for THE APPLICANT'S personal information collected and processed by it as a responsible party in compliance with the Protection of Personal Information Act No. 4 of 2003 (POPIA).
- 5.2 CLEAR WORLD SUPPLIERS has, with THE APPLICANT'S consent, obtained the personal information of THE APPLICANT for the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that CLEAR WORLD SUPPLIERS has permission to:-
  - 5.2.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT in terms of this agreement.
  - 5.2.2 CLEAR WORLD SUPPLIERS may transmit information to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT concerning THE APPLICANT'S performance in meeting the obligations in terms of this agreement.
  - 5.2.3 If THE APPLICANT fails to meet the obligations in terms of this agreement, CLEAR WORLD SUPPLIERS may record THE APPLICANT'S failure(s) with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.3 Such information shall be retained for the periods stipulated in any applicable law, but no longer than the duration of the validity of this agreement, or necessary for the conduct of proceedings in any court or tribunal that have commenced or are reasonably contemplated. Where THE APPLICANT has not used a facility under this agreement for 12 (twelve) months, THE APPLICANT may be required to re-apply for such a facility.
- 5.4 CLEAR WORLD SUPPLIERS will only use THE APPLICANT'S personal information for the purpose for which it is required, to collect, process, and share THE APPLICANT'S personal information, in order to give effect to the provisions contained in this agreement. THE APPLICANT'S personal information is collected and processed by CLEAR WORLD SUPPLIERS'S staff, representatives, and sub-contractors and CLEAR WORLD SUPPLIERS makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information CLEAR WORLD SUPPLIERS has collected, processed, and shared.

### 6. Pricing increments

- 6.1 Prices quoted by CLEAR WORLD SUPPLIERS are determined from time to time and are subject to increases, at the discretion of CLEAR WORLD SUPPLIERS. CLEAR WORLD SUPPLIERS shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
- 6.2 Unless otherwise specified, CLEAR WORLD SUPPLIERS prices include packing and delivery in accordance with its standard practice. CLEAR WORLD SUPPLIERS reserves the right to make additional charges if THE APPLICANT requires a method of packing or delivery different to that normally employed by CLEAR WORLD SUPPLIERS.

### 7. Quantities, representations, orders, use and availability

- 7.1 THE APPLICANT acknowledges that it does not rely on any representations made by CLEAR WORLD SUPPLIERS in regard to the goods and services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures, and other technical data furnished by CLEAR WORLD SUPPLIERS in respect of the goods or services orally or in writing will not form part of the agreement in any way unless agreed to in writing by CLEAR WORLD SUPPLIERS.
- 7.2 In the event of any order being given to CLEAR WORLD SUPPLIERS on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order

Please initial here \_\_\_\_\_

may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that the goods ordered are suitable for the purposes of the intended use.

7.3 All quotes are subject to the availability of the goods or services and subject to correction of *bona fide* errors by CLEAR WORLD SUPPLIERS and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of CLEAR WORLD SUPPLIERS before acceptance of the order.

**8. Delivery**

8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on CLEAR WORLD SUPPLIERS'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier, will constitute valid delivery of the goods purchased. Notwithstanding the foregoing, deliveries effected by CLEAR WORLD SUPPLIERS by any other means shall not be invalidated.

8.2 Any delivery date stated on any order confirmation is an approximate only. CLEAR WORLD SUPPLIERS shall not be bound by that date but will make all reasonable efforts to deliver by that date.

8.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

8.4 Whilst CLEAR WORLD SUPPLIERS will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

8.5 The risk in and to the goods shall pass from CLEAR WORLD SUPPLIERS to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price has been made. Delivery shall be deemed to have taken place against signature of CLEAR WORLD SUPPLIERS'S delivery note, proof of posting if the goods are posted to THE APPLICANT, or delivery to the Road Carrier if the goods are transported by CLEAR WORLD SUPPLIERS. The Road Carrier shall act as the agent of THE APPLICANT.

**9. Warranties**

9.1 Goods are guaranteed according to either CLEAR WORLD SUPPLIERS'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of CLEAR WORLD SUPPLIERS not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

9.2 Should a product supplied to THE APPLICANT by CLEAR WORLD SUPPLIERS be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact CLEAR WORLD SUPPLIERS within 14 (fourteen) days from the goods becoming defective and arrange for the goods to be returned to CLEAR WORLD SUPPLIERS, where applicable.

9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice issued by CLEAR WORLD SUPPLIERS.

9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of CLEAR WORLD SUPPLIERS are not covered under any warranties.

9.5 Should CLEAR WORLD SUPPLIERS find no fault with the returned goods, such goods will be returned to THE APPLICANT, and a 10% handling fee (calculated at the value reflected in the applicable tax invoice) will be payable by THE APPLICANT.

9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to CLEAR WORLD SUPPLIERS may be sold to defray costs if such repair items are not collected within 90 (ninety) days of such repair being carried out.

**10. Copyright**

THE APPLICANT acknowledges CLEAR WORLD SUPPLIERS intellectual property rights in the goods and shall not infringe such intellectual property rights.

**11. Payment to CLEAR WORLD SUPPLIERS**

All payments shall be made to CLEAR WORLD SUPPLIERS'S place of business from where the goods were ordered. In the event of any payments being mislaid, lost in the post, or transferred to the incorrect banking account THE APPLICANT shall remain liable to CLEAR WORLD SUPPLIERS for payment. Should CLEAR WORLD SUPPLIERS at any time advise THE APPLICANT of any change to CLEAR WORLD SUPPLIERS'S banking account details THE APPLICANT shall confirm such change with a Manager of CLEAR WORLD SUPPLIERS before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging CLEAR WORLD SUPPLIERS to afford THE APPLICANT any such indulgence to effect payment after due date.

**12. Reservation of ownership**

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in CLEAR WORLD SUPPLIERS. CLEAR WORLD SUPPLIERS shall, in its sole discretion, without notice to THE APPLICANT, be entitled, but not obliged, to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold, or the value thereof as determined by CLEAR WORLD SUPPLIERS. THE APPLICANT hereby waives any right it may have for a spoliation order against CLEAR WORLD SUPPLIERS in the event that CLEAR WORLD SUPPLIERS takes possession of any goods.

**13. Responsibility for losses, damages, or delays**

13.1 CLEAR WORLD SUPPLIERS will not in any way be responsible for losses, consequential losses, damages, or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error, discrepancy, defect on specifications, measurements or other instructions, natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, infectious diseases, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of CLEAR WORLD SUPPLIERS.

13.2 CLEAR WORLD SUPPLIERS provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

**14. Defaulting in payment**

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

**15. Interest on overdue accounts**

CLEAR WORLD SUPPLIERS shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as CLEAR WORLD SUPPLIERS affording THE APPLICANT any indulgence to make payment after due date.

Please initial here \_\_\_\_\_

**16. Proof of Claims**

A certificate signed by any manager or director of CLEAR WORLD SUPPLIERS - whose position and signature shall not be necessary to prove - reflecting the fact that an amount is due, owing and unpaid by THE APPLICANT, shall be *prima facie* proof – on its mere production – of the outstanding amount owing to CLEAR WORLD SUPPLIERS for the purpose of any legal action (whether by way of provisional sentence or otherwise), proof of a debt in insolvency proceedings, or for any other purpose whatsoever where the amount of such indebtedness is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

**17. Consent to jurisdiction**

Notwithstanding the amount which may at any time be owing by THE APPLICANT to CLEAR WORLD SUPPLIERS, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by CLEAR WORLD SUPPLIERS against THE APPLICANT arising out of any transaction between the parties, it being recorded that CLEAR WORLD SUPPLIERS shall be entitled at its sole discretion, but not obliged, to bring any action or proceeding in either the district or regional division of the said court.

**18. Arbitration**

**18.1** Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, CLEAR WORLD SUPPLIERS shall be entitled upon written demand, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.

**18.2** The arbitrator shall be appointed by the parties by mutual agreement, and shall be a practicing attorney or advocate of no less than 10 (ten) years' standing, and who ordinary practices in commercial law. Failing agreement, the arbitrator shall be nominated and appointed by the Arbitration Foundation of Southern Africa ("AFSA").

**18.3** The arbitration shall be held in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence. Should the parties fail to agree on an arbitrator, and an arbitrator is appointed by AFSA, the arbitration shall be conducted in accordance with the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof, together with the Rules of AFSA.

**18.4** The arbitrator shall be entitled to:

**18.4.1** investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.

**18.4.2** decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and

**18.4.3** make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.

**18.5** The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 90 (ninety) days after it has been so demanded, and the decision of the arbitrator shall be final and binding on the Parties.

**18.6** Notwithstanding anything to the contrary contained herein, CLEAR WORLD SUPPLIERS shall, in its sole discretion, not be precluded from obtaining any relief from a court of competent jurisdiction.

**19. Recovery of legal/collection costs**

Should CLEAR WORLD SUPPLIERS instruct its attorneys or collection agent to collect any overdue amounts, or to take any action or initiate any arbitration proceedings against THE APPLICANT in the implementation or protection of CLEAR WORLD SUPPLIERS rights, CLEAR WORLD SUPPLIERS shall be entitled to the recovery of all legal and/or collection costs arising therefrom, on the scale as between attorney / agent / collection agency, and client, including the costs of advocates where so employed, and on the highest permissible tariff/scale.

**20. Financial Intelligence Centre Act (FICA)**

**20.1** THE APPLICANT acknowledges CLEAR WORLD SUPPLIERS'S obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds CLEAR WORLD SUPPLIERS harmless against any claim of whatsoever nature instituted against CLEAR WORLD SUPPLIERS by a third party arising from any action taken by CLEAR WORLD SUPPLIERS in discharging its obligations in terms of FICA. This specifically includes for THE APPLICANT declaring that the proceeds of the sale of any of the goods or services provided by CLEAR WORLD SUPPLIERS to THE APPLICANT: -

**20.1.1** are not received from unlawful activities, or

**20.1.2** are not linked to an offence of terrorist financing, or

**20.1.2** have not been used for money laundering purposes, or

**20.1.4** have not been used to assist an offence being committed that relates to money laundering or terrorist financing.

**20.2** It is further noted that CLEAR WORLD SUPPLIERS is an Accountable Institution in terms of FICA. Any cash transaction in excess of the threshold prescribed from time to time will be reported to the Financial Intelligence Centre without any further reference to THE APPLICANT.

**21. Non-waiver of rights**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of CLEAR WORLD SUPPLIERS shall not in any way operate as or be deemed to be a waiver by CLEAR WORLD SUPPLIERS of any rights under this contract or be construed as a novation thereof.

**22. Severability of clauses**

Each clause of these conditions of sale is severable, the one from the other, and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

**23. Entire agreement**

These terms and conditions represent the entire agreement between the parties, and any other terms whether express or implied, and any variations, cancellations or additions to this contract, shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. This agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT, by the affixation of the signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein.

Please initial here \_\_\_\_\_

**ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before the undersigned

witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE

**APPLICANT:**

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

**ID Number:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**As Witness (1):**

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

**ID Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**As Witness (2):**

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

**ID Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Please initial here** \_\_\_\_\_

**GUARANTEE**

I, the undersigned,

**Full name:** \_\_\_\_\_

**Identity No.:** \_\_\_\_\_

(hereinafter referred to as the "GUARANTOR"),

do hereby irrevocably, unconditionally and independently guarantee to:

**CLEAR WORLD SUPPLIERS (PTY) LIMITED**

registration number **2012/089212/07**

(hereinafter referred to as the "CREDITOR"),

the due, proper, and timely performance by:

\_\_\_\_\_

registration number \_\_\_\_\_

(hereinafter referred to as the "DEBTOR"),

of the below obligations, and on the terms set out hereunder.

**OBLIGATIONS AND TERMS OF GUARANTEE**

1. The GUARANTOR hereby guarantees the obligations and payment of all amounts owing by the DEBTOR to the CREDITOR in terms of any credit agreement, credit application, or any other agreement or transaction concluded, or to be concluded, between the CREDITOR and the DEBTOR and/or arising from the sale of any goods and/or the provision of any services by the CREDITOR to the DEBTOR.
2. Upon written demand by any director or manager of the CREDITOR, whose appointment as such it shall not be necessary to prove, the GUARANTOR undertakes to pay to the CREDITOR, within 14 (fourteen) days of demand, all monies which the DEBTOR defaults in paying to the CREDITOR and shall indemnify the CREDITOR in relation to all costs, expenses, losses, damages, accounts, or other sums incurred by the CREDITOR, or which the CREDITOR becomes liable to pay, as a result of or in relation to any default or obligation owing to the CREDITOR by the DEBTOR.
3. The GUARANTOR agrees that this guarantee is irrevocable and may not be cancelled or withdrawn, unless expressly agreed thereto in writing by the CREDITOR.
4. The GUARANTOR understands and agrees that the obligations upon the GUARANTOR in terms of this guarantee are principal obligations and are not ancillary or collateral to any other obligation pursuant to any agreement or transaction between the CREDITOR and DEBTOR.
5. The GUARANTOR understands and agrees that this guarantee is fully enforceable without the CREDITOR taking any steps whatsoever against the DEBTOR, any/or any other guarantor, even if any of the obligations of the DEBTOR are or become unenforceable in whole or in part for whatever reason.
6. The GUARANTOR agrees that all admissions and acknowledgments of indebtedness by the DEBTOR shall be binding on the GUARANTOR and that the CREDITOR shall be at liberty, without affecting any of its rights hereunder, to release, discharge or waive any obligations given or granted in its favour, give time to, or compound, or make any other arrangements or conclude any settlement or compromise with the DEBTOR, and in the event of the estate of the DEBTOR being declared insolvent, or if the DEBTOR is a company in the event of the DEBTOR being placed in liquidation or business rescue, or if a compromise is effected with the DEBTOR'S creditors, no dividends or payments which the CREDITOR may receive shall prejudice its rights to recover from the GUARANTOR the full extent of the amount owing by the DEBTOR as at the date of sequestration/liquidation/business rescue of the DEBTOR.
7. The GUARANTOR agrees that the GUARANTOR'S liability to the CREDITOR shall not be discharged, impaired or otherwise affected by any amendment or variation of any agreement entered into between the DEBTOR and the CREDITOR, the unenforceability in whole or in part of any agreement between the DEBTOR and the CREDITOR, or any other act, event, or omission which, but for this provision, might operate to impair or discharge the GUARANTOR'S liability.

**Please initial here** \_\_\_\_\_

8. The GUARANTOR agrees that the CREDITOR shall be entitled from time to time, without affecting its rights hereunder, and without notice to the GUARANTOR and without obtaining the GUARANTOR'S consent, to grant any extensions of time or any forbearance or other concession or indulgence for payment to the DEBTOR, and release all or any securities held from the DEBTOR, and that no such extension or release shall in any way affect the GUARANTOR'S liability hereunder.
9. A Certificate issued by any manager or director of the CREDITOR, whose appointment need not be proved, wherein the said person states that as at a date mentioned by such person in such Certificate the DEBTOR and/or GUARANTOR are indebted to the CREDITOR in an amount stated in such Certificate shall, upon its production, constitute *prima facie* proof of the truth of the contents of the said Certificate. Such Certificate shall entitle the CREDITOR to apply for judgment against the GUARANTOR and to obtain summary judgment or provisional sentence, as the case may be.
10. In the event that the DEBTOR is liquidated, the GUARANTOR will not lodge or prove a claim against the estate of the DEBTOR until such time as the CREDITOR has been paid the full amount due to it by the DEBTOR in terms of any of its obligations to the CREDITOR.
11. The GUARANTOR agrees and declares that this guarantee shall be in addition to and without prejudice to any other guarantees now or hereafter to be held by the CREDITOR, and that this guarantee shall remain in full force and effect for so long as any amounts remain owing by the DEBTOR to the CREDITOR, and in respect of any obligation of whatsoever nature that may be owing by the DEBTOR to the CREDITOR.
12. Both the GUARANTOR and CREDITOR contemplate and agree that this guarantee is also intended to cover all indebtedness of the DEBTOR to the CREDITOR, which indebtedness may have already arisen prior to signature hereof, from whatever cause and howsoever arising.
13. No variation or cancellation of this guarantee shall be of any force or effect unless such variation or cancellation is signed by or on behalf of the GUARANTOR and the CREDITOR.
14. To the extent that the CREDITOR elects to institute action against the GUARANTOR in any magistrate's court having jurisdiction, the GUARANTOR hereby consents in terms of section 45(1) of the Magistrate's Court Act No. 32 of 1944, to the jurisdiction of any Magistrate's Court which at the time of the proceedings in question has jurisdiction over the GUARANTOR. Notwithstanding the foregoing, the CREDITOR may, in its discretion, institute any such proceedings in any Division of the High Court having jurisdiction.
15. The GUARANTOR selects the below e-mail and/or physical addresses for purposes of the giving of any notice, and any notice that may require to be given to the GUARANTOR hereunder shall be deemed to have been received by the GUARANTOR:
  - 15.1 within 1 (one) day after delivery to the nominated e-mail address; and
  - 15.2 within 3 (three) days after having been properly addressed and posted to the GUARANTOR by prepaid registered post.
16. Where two or more GUARANTORS execute this guarantee, this guarantee shall apply to each of them severally as well as to all of them jointly and in the event of this guarantee for any reason being inoperative or unenforceable against one or more of them, it shall nevertheless remain binding on and enforceable against the other or others of them.

**SIGNATURE AND ADDRESSES**

<b>GUARANTOR'S signature:</b>	<b>GUARANTOR'S chosen physical address:</b>
<b>Date signed:</b>	<b>GUARANTOR'S chosen e-mail address:</b>
<b>Place signed:</b>	

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