

TO ALL POTENTIAL CLIENTS

Please note that the forms must be completed only by the Directors / Members / Owners / Trustees of the company.

The original signed application must be handed in.

1. Complete application for credit in full – remember credit limit – pg. 1.
2. Page 2 to be completed in full and also initialled on each space provided.
3. Page 3 to be completed and signed in full and initialled.
4. Page 4, 5, and 6 to be initialled.
5. Page 7 to be completed and signed in full.
6. Page 8 and 9 to be completed and signed in full and initialled.

The following documentation are to accompany your credit application:

1. Copies of Directors/Members/Owners/Trustees Id's
2. Copy of Vat Registration Certificate
3. Copy of Company Registration Certificate
4. Copy of Letters of Authority to Trustees – If customer is a Trust
5. Copy of company Letter Head
6. Cancelled cheque or letter from the bank confirming banking details. (NOT OLDER THAN 3 MONTHS)

Full credit application consists of 9 pages

Please note that non-compliance with the requirements above will delay the process of opening your account.

Thank you.



Automotive & Mining (Pty) Ltd Namibia

APPLICATION FOR CREDIT FACILITY WITH PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA

Registered name of Company: _____

Trading As: _____

Nature of Business: _____ Legal Entity Type: _____

Registration No: _____ VAT No: _____

Tel No: _____ Fax No: _____

Postal Address: _____ Physical Address: _____

Code: _____ Code: _____

Accounts Contact Name: _____ Tel No: _____

E-mail: _____ Fax No: _____

Buyer Contact Name: _____ Tel No: _____

E-mail: _____ Fax No: _____

Bank Name: _____ Account Name: _____

Account No: _____ Branch Code: _____ Branch Name: _____

Name and Address of Auditors: _____

Trade Ref 1: _____ Name & Tel No: _____

Trade Ref 2: _____ Name & Tel No: _____

Trade Ref 3: _____ Name & Tel No: _____

Directors:

1. Name: _____ ID No: _____

Residential Address: _____ Code: _____

Tel No: _____ Cell: _____ E-mail: _____

2. Name: _____ ID No: _____

Residential Address: _____ Code: _____

Tel No: _____ Cell: _____ E-mail: _____

3. Name: _____ ID No: _____

Residential Address: _____ Code: _____

Tel No: _____ Cell: _____ E-mail: _____

Premises Owned? _____ Leased: _____ If Leased, Name of Landlord: _____

Landlord Tel No: _____ Landlord E-mail: _____

Have any judgment been granted against the Customer? _____

Has an application been made to place the Customer in Business Rescue? _____

Are the directors / owners / partners / trustees prepared to sign Surety? _____

Credit Limit Required by the Customer? R _____

CONSENT TO CREDIT CHECK AND CONDITIONS:

I/We hereby authorize **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA** its associates and subsidiaries and/or duly appointed agents to make use of the information contained herein and to contact any person named herein to determine whether or not to grant me/ the Customer credit facilities.

I/We hereby consent that **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA** or any of its duly appointed agents may

1. perform a credit search on the Customer's record with one or more of the registered Credit Bureaus when assessing the Customer's application for a trade account;
2. monitor the Customer's payment behaviour by researching it/his/her credit record at one or more of the Credit Bureaus;
3. use new information and data obtained from the Credit Bureaus in respect of the Customer's future credit facilities;
4. record the existence of the Customer's account with any Credit Bureau and record details of how the Customer is conducting its account under this agreement and that any defaults in payment to **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA** may be disclosed to the any Credit Bureau.

Initial

TURNOVER DISCLOSURE:

Does the Customer's **annual turnover** at date of this application exceed **R 1 million**?

YES	NO
-----	----

Does the Customer's **asset value** at date of this application exceed **R 1 million**?

YES	NO
-----	----

Does the Customer's **annual turnover** at date of this application exceed **R 2 million**?

YES	NO
-----	----

Does the Customer's **asset value** at date of this application exceed **R 2 million**?

YES	NO
-----	----

Initial

ACKNOWLEDGEMENT OF WARRANTIES PROVIDED:

(PLEASE ENSURE THAT YOU HAVE OBTAINED COPIES OF THE WARRANTIES BY EXERCISING ONE OF THE OPTIONS BELOW)

The Customer hereby acknowledges that it is aware that the following specific warranties are provided by the **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA** ("*the Company*"):

1. **Battery Warranty;**
2. **Starter & Alternator Warranty;**
3. **Invertor Warranty; and**
4. **Electrical Warranty**

A copy of each of the applicable warranties and the process to be followed in the event of a claim under the warranty has been:

(a) provided to the Customer on request: _____ (Yes / No) OR

(b) downloaded by the Customer from (WEB ADDRESS WHERE WARRANTIES CAN BE FOUND) _____ (Yes / No)

The signatory hereto warrants and acknowledges that the Customer has read and familiarised him/her/itself with the terms of each of the warranties and confirms same by appending his/her signature hereunder.

Initial

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20____

SIGNATURE OF DULY AUTHORISED PERSON

FULL NAME:

DESIGNATION:

E-MAIL:

The signatory hereto warrants that he is duly authorised thereto to conclude this agreement on behalf of the Customer and that the information supplied herein is true and correct.

TERMS AND CONDITIONS SPECIFIC TO THE APPLICATION FOR AND UTILISATION OF THE CREDIT FACILITY

1. I / We, the undersigned _____ (full name) in my/our capacity as _____ of the Customer hereby warrant that I/We are duly authorised by the Customer to make and sign this application for credit facilities on behalf of the Customer and the above information is correct.
- 1.1 Do hereby, on behalf of the Applicant, accept the and agree to these terms as well as the Company's standard terms and conditions of sale and I / We acknowledge having read and understood and hereby warrant that, by my signature hereto, this document has been completed in all respects.
2. I / We acknowledge and agree that:
 - 2.1 The information set out in the Application form shall form the basis of the Company's decision to grant Credit Facilities to the Customer.
 - 2.2 The Company shall, on the basis of the representations contained in the Application Form at its sole discretion determine the Credit Facility to be granted to the Customer and shall notify the Customer in writing of the terms of such Credit Facility.
 - 2.3 Despite the fact that the Company may grant the Customer a credit facility up to a certain amount the Company reserves the right to increase or decrease such amount at its sole discretion. The credit facility shall under no circumstances be construed as the limit of the Customer's indebtedness to the Company.
 - 2.4 I/We shall notify the Company, in writing by registered mail, alternatively obtain written acknowledgement of such notice from the Company, of any changes in the information contained in this document and any annexure thereto, within seven (7) days from such changes taking place.
 - 2.5 Should the Customer fail to make payment of any amount on due date (as specified on any invoice or statement) the Company shall be entitled to, on ten (10) days written notice to the Customer, suspend such credit facilities and/or cancel the agreement and/or suspend further supply of goods. In the event that the Company cancels the agreement between the parties the full amount outstanding, whether due or not, will immediately become due, owing and payable.
 - 2.6 The Customer warrants that it has disclosed all facts which may influence the granting of the credit facilities to the Customer.
- 3.1 The Contract Price shall be paid within thirty (30) days from date of statement ("*due date*") free from any deduction.
- 3.2 **PLEASE NOTE:** This application contemplates an agreement where goods or services are supplied to the Customer and payment for such goods or services is received at a specified later date. If the Customer fails to pay any amount due in terms of the proposed agreement on or before the stipulated due date, the Company will be entitled, **but not be obliged**, to levy interest at a rate of 2% per month or such other maximum rate of interest as may be prescribed in respect of incidental credit agreements.
- 3.3 Payment may not be withheld due to any queries or disputes by the Customer. Amount(s) under dispute may be deducted until the dispute has been resolved and the balance shall be paid without delay.
- 4.1 The Customer understands that the personal information given to the Company is to be used for the purposes of assessing credit worthiness and in order to perform in terms of these Terms and Conditions. The Customer confirms that the information given to the Company is accurate and complete. The Customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which the Company will not be liable for inaccuracies.
- 4.2 The Company will not use the Customer's personal information for any purpose (other than as stated above) without the Customer's express consent. The Company will not use or disclose the Customer's personal information to third parties without the Customer's consent, unless the use or disclosure is –
 - 4.2.1 required to carry out the performance of these Terms and Conditions or any other agreement between the parties;
 - 4.2.2 required in order to comply with applicable law, order of court or legal process; and/or
 - 4.2.3 disclosure is necessary to protect and defend the legitimate interests of the Company.
- 4.3 The Company has the Customer's consent at all times to contact and request information from any persons, credit bureau or businesses to obtain any information relevant to the Customer's credit assessment, including but not limited to information regarding the amounts purchased from suppliers per month, length of time Customer's has dealt with each supplier, type of goods purchased and manner and time of payment.
- 4.4 The Customer agrees and understands that information given in confidence to the Company by a third party on the Customer will not be disclosed to the Customer.
- 4.5 The Customer hereby consents to and authorises the Company at all times to furnish credit information concerning the Customer's dealing with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with the Company.
- 5.1 **The Customer chooses as its *domicilium citandi et executandi* the physical address as provided for in the Credit Application, where it will accept service of letters, notices, accounts and/or other legal documents relating to this agreement.**
- 5.2 The Company chooses as its *domicilium citandi et executandi* **18 Cobalt street, Prosperita, Windhoek, Namibia** where it will accept service of all letters, notices, accounts and/or other legal documents relating to this agreement.
- 5.3 Either party may change its *domicilium citandi et executandi* upon 10 business days written notice to the other party to any other address in the Republic of Namibia which is not a post office box or *poste restante*.

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20____

SIGNATURE OF DULY AUTHORISED PERSON

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS:

- 1.1 the **AGREEMENT** shall mean these terms and conditions of sale and, in the event of a credit approved Customer, the terms specific to the any credit facility granted.
- 1.2 the **COMPANY** shall mean **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA**.
- 1.3 the **CUSTOMER** shall mean the party who has completed the Credit Application Form and/or any natural or juristic person who makes use of the Company's Services or purchases any of its Goods.
- 1.4 the **GOODS** shall mean any alternators, starters, batteries, associated parts and all other goods supplied by the Company to the Customer from time to time.
- 1.5 the **PARTIES** shall mean the Company and the Customer and **PARTY** shall mean any one of them.
- 1.6 the **SERVICES** shall mean all installation, repair and other services supplied by the Company to the Customer from time to time.

2. GENERAL:

- 2.1 The Agreement shall apply to all transactions concluded between the Parties.
- 2.2 The Agreement will be interpreted in accordance with the laws of the Republic of Namibia.
- 2.3 If any provision of this agreement is found, by Court, to be invalid, void or unenforceable, in whole or in part, such invalid, void or unenforceable provision will be deleted from these terms and conditions but the remainder of these conditions will nonetheless remain valid and binding.
- 2.4 No indulgence, leniency or extension of time which any party may grant or show to any other shall in any way prejudice or preclude such party from exercising any of its rights in future.
- 2.5 This Agreement contains the full agreement between the parties as to this subject matter and no amendment, terms, representations, indulgences, leniencies or extensions shall be of any force or effect unless reduced to writing and signed by both the Customer and the Company or their duly authorised representatives.
- 2.6 The failure by one party to exercise a right or recourse under this Agreement due to negligence of delay, shall in no case constitute a waiver by said party of such right or recourse.
- 2.7 The Customer may not cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. The Company shall be entitled to cede its rights and delegate its obligations under this Agreement to any third party without the consent of the Customer being required.

3. ORDERS:

- 3.1 The Company can only supply goods and/or services on an official instruction from the Customer such as a written authorised order or instruction. The official instruction must contain the following information:
 - 3.1.1 the date of the order;
 - 3.1.2 the price;
 - 3.1.3 the quantity;
 - 3.1.4 the description;
 - 3.1.5 mode of delivery;
 - 3.1.6 place of delivery;
 - 3.1.7 name of person responsible for the order; and
 - 3.1.8 any other special instruction.
- 3.2 **The Customer hereby indemnifies the Company against all costs associated with incorrect supply, incorrect pricing, delayed supply should the Company not correctly comply with the above. The Company will furthermore not be responsible for incorrect deliveries, price on any verbal order or instruction.**
- 3.3 **The Company shall keep a record of all oral orders for Goods or Services including telephonic orders, however, such oral orders must be confirmed in writing by the Customer to prevent any errors from occurring.**

4. QUOTATIONS, PRICE AND PAYMENT:

- 4.1 The Purchase Price of all Goods and Services shall be stated on the Supplier's quotation or invoice.
- 4.2 Unless otherwise specifically agreed in writing by the Company, all quotations provided by the Company in respect of Goods and Services shall remain valid for a period of fourteen (14) days from date of issue of the relevant quotation.
- 4.3 Save in the event of the Customer being a credit approved Customer to whom credit facilities have been granted, payment of all Goods delivered or Services provided by the Company to the Customer shall be made on a Cash On Delivery (C.O.D) basis. Accordingly the purchase price shall be paid by the Customer to the Company immediately upon delivery of the Goods or Services to the Customer without deduction, unless otherwise agreed by the Company in writing.
- 4.4 The Customer acknowledges that no representative of or any other employee of the Company is entitled to agree to any terms of payment other than a C.O.D basis or to allow any discount, unless such terms of payment or discount is approved by a director of the Company in writing.
- 4.5 Should the Customer fail to pay any amount due on the due date the Company will be entitled, **but not be obliged**, to levy interest at a rate of 2% per month or such other maximum rate of interest as may be prescribed in respect of incidental credit agreements.
- 4.6 The Company shall be entitled to allocate any payments made by the Customer to any outstanding amounts due by the Customer to the Company from time to time, in its sole discretion.
- 4.7 The Company shall have the right to suspend the provision of Goods or Services to the Customer if any amount due and payable by the Customer remains unpaid.
- 4.8 All payments shall be made in Namibian Dollars and cents, fee of bank exchange and other charges, at the Company's sales office nearest to the point of delivery.
- 4.9 In delivery is made in instalments, each instalment will be invoiced and paid for separately.

- 4.10 If any amount is not paid by the Customer on due date all amounts owed to the Company will immediately become due, owing and payable and any discount granted to the Customer will be forfeited.
- 5. PRICE INCREASE:**
- 5.1 Prices are based on costs ruling at the date of the Company's quotation. Any increase in cost between date of quotation and the date of delivery will entitle the Company to increase the price by an amount equal to such additional costs.
- 5.2 If the Customer disputes any increase in the price in terms of Clause 5.1 above, the amount of the increase shall be determined by the Company's auditor's acting as experts and not as arbitrators and their decision shall be final and binding upon the Company and the Customer.
- 6. DELIVERY:**
- 6.1 All orders for Goods and Services received from a Customer are subject to acceptance by the Company.
- 6.2 The Company undertakes to use its reasonable commercial endeavours to adhere to the agreed date, time and/or place for delivery of Goods or performance of Services, but the Customer acknowledges and confirms that in every case the agreed delivery or performance date will only be approximate or indicative and time shall not be of the essence. The Company shall not be liable for any loss incurred or damages suffered howsoever arising from any delay in effecting delivery of the Goods or performance of the Services on the agreed date and at the agreed time.
- 6.3 If the Customer delays and/or fails to take delivery of the Goods when tendered, then the risk in the Goods shall immediately pass to the Customer when delivery is tendered to the Customer UNLESS such delay or failure is as a result of circumstances beyond the control of the Customer. The Customer shall be liable to reimburse the Company for reasonable costs (including storage, transport and insurance) incurred by the Company from moving the Goods and keeping them during the period of delay.
- 6.4 The off-loading of the Goods at the delivery point is the responsibility of the Customer and the Company's delivery obligation does not extend beyond tendering the Goods at the agreed delivery point.
- 6.5 The Parties agree that the signature of the Customer or any of its employees, representatives or agents on the Company's delivery note or any waybill shall be *prima facie* proof of delivery to and acceptance of the Goods reflected thereon.
- 6.6 If the Company is prevented from gaining clear and uninterrupted access to the agreed delivery place, any and all additional expenses incurred by the Company will be for the account of the Customer.
- 6.7 The Company's responsibility ceases when Goods are placed on the Customer's transport vehicle hired or used by the Customer.
- 7. OWNERSHIP & RISK:**
- 7.1 Risk in the goods shall pass to the Customer on delivery of the goods to the Customer.
- 7.2 Notwithstanding the provisions of Clause 7.1 ownership in the goods will remain vested in the Company until the Purchase Price for the goods has been paid in full.
- 7.3 Delivery to any carrier shall be deemed to be delivery to the Customer and the risk in the Goods shall pass to the Customer on delivery of the Goods to such carrier.
- 7.4 The Customer shall at all times keep the Goods sold to it adequately insured against all loss.
- 7.5 Any item repaired in the Company's workshop and not removed within sixty (60) days after delivery thereof had been tendered to the Customer will incur a storage charge equivalent to 20% per month of the cost to repair.
- 8. PERMITS:**
- If any permit or consent or approval is required under any law for the supply of Goods, then the relevant contract shall not take effect until the relevant Party obtains such permit, consent or approval.
- 9. WARRANTIES, LIMITATIONS OF LIABILITY & INDEMNIFICATION:**
- 9.1 Any test certificates or copies of test certificates relating to the Goods are supplied in good faith. However, the Company is not the author of such certificates and its obligation in respect of any test certificates does not extend beyond ceding to the Customer any claim which it may have against the author of such test certificate in respect of any goods sold by the Company to the Customer.
- 9.2 Except for any statutory warranties or liability or otherwise as prescribed by applicable legislation:
- 9.2.1 All Goods are supplied in accordance with the Company's principal standards of quality and subject to its warranty procedures, a copy of which is available on the Company's website and will be made available to the Customer upon request, and the Company gives no additional warranty, of any nature, whatsoever, whether express or implied regarding the Goods or Services;
- 9.2.2 All warranties contained in the warranty procedures referred to in Clause 9.2.1 in respect of Goods shall be immediately null and void if any equipment is tampered with or the seals of the equipment are broken by anyone other than the Company or its appointed nominee, or the Goods are operated outside the manufacturer's specifications, whether express or implied regarding the Goods or Services.
- 9.2.3 Except for any gross negligence or intentional misconduct, the Parties agree that the Company, its employees and representatives shall not be liable for any loss or damages whatsoever, including consequential damages however arising, whether as a result of breach of this agreement or arising in delict whether as a result of any act or omission on the part of the Company, its employees and representatives or otherwise arising from or in connection with the sale of Goods and Services by the Company to the Customer.

10. MAINTENANCE AND REPAIRS:

- 10.1 Save as otherwise prescribed by applicable legislation, the Parties agree that the Company's liability in terms of a manufacturer's warranty shall be limited to the cost of repair or replacement of faulty Goods or Services as specified in the Company's warranty procedures.
- 10.2 An estimate for repair or maintenance services shall be provided by the Company to the Customer prior to commencing any repair or maintenance services in respect of the Goods.
- 10.3 No repair or maintenance shall be affected unless the Customer in writing either declines the offer for an estimate and authorises the repair or maintenance work or pre-authorises the costs of repair or maintenance.
- 10.4 **The Customer hereby agrees that the Company may institute procedures to sell any item returned for repair or maintenance to defray the cost of such repair or maintenance if the item remains uncollected by the Customer for a period of thirty (30) days after notice by the Company to the Customer that such item is ready for collection.**

11. CLAIMS:

Subject to the applicable legislation, the Customer shall have no claim in respect of short supplies OR in respect of deliveries not in accordance with the Agreement, unless it gives written notice of such purported claim to the Company's sales office where the Goods were purchased within 1 business days after the date of delivery of the Goods to which the claim relates.

12. RETURNS:

- 12.1 In the event that the Customer wishes to return goods to the Company which are not defective and which was correctly delivered to the Customer, the Customer will only be entitled to return such goods if the Company agrees thereto in writing and ONLY if the goods were not manufactured specifically for and in accordance with the specifications of the Customer.
- 12.2 **In the event that the Company agrees to the return of goods as contemplated in Clause 12.1 the goods must be returned to the Company within 5 business days from date on which the Company has agreed to the return of such goods the Company will be entitled to charge a 10% handling fee (of the invoice amount) and such goods must be returned at the Customer's risk and expense and in its original packaging, unmarked and in the exact condition which they were supplied to the Customer failing which no credit will be passed.**

13. FORCE MAJEURE:

- 13.1 Neither party shall be liable to the other party for inability to perform or delayed performance in terms of the Agreement, should such inability or delay arise from any cause beyond the reasonable control of such party, the existence or happening of which cause has been drawn to the intention of the other party within a reasonable time of the occurrence of such cause ("*Force Majeure event*").
- 13.2 For purpose of this clause a Force Majeure event shall, without limitation to the foregoing, be deemed to include strikes, lockouts, labour disputes, accidents, plant and machinery breakdowns, fire, explosions, theft, war (whether declared or not), invasion, acts of foreign enemies, hostilities, riot, civil insurrection, flood, earthquake, lightning, act of local or national government, martial law, failure or delay on the part of the Company's supplier(s) of services, of bought materials, to meet delivery dates, or any failure or delay on the part of the Customer or the Customer's agent or other contractors to provide the Company with free issue materials, specifications, or defects or changes in such specifications, or any other cause beyond the reasonable control of the party affected.

14. BREACH:

- 14.1 Should either party be in breach of any material obligations in terms of the Contract, and fail to remedy such breach or take positive steps towards remedying such breach within ten (10) business days of written notice to do so from the other party, then the non-defaulting party shall be entitled to cancel the contract without prejudice to such other rights as the non-defaulting party may have in terms of this agreement.
- 14.2 In the event that the Company cancels the agreement, as provided for in Clause 14.1, then and in that in event, the full outstanding balance due to the Company by the Customer, whether due or not, will immediately become due and payable to the Company.
- 14.3 If the Customer:
- 14.3.1 being an individual dies or is provisionally or finally sequestered or surrender his or her estate; or
 - 14.3.2 being a partnership, is dissolved; or
 - 14.3.3 being a company or close corporation is placed under provisional or final liquidation or judicial management;
 - 14.3.4 commits an act of insolvency as defined in any statute or in terms of the common law in force in the Republic of South Africa from time to time; or
 - 14.3.5 compromises or attempts to compromise with its creditors
- then, and in such event the Company may, on ten (10) business days written notice to the Customer, summarily cancel the agreement without prejudice to any other rights which the Company may have, in which event the full outstanding balance, whether due or not, will immediately become due and payable by the Customer to the Company.

15. JURISDICTION, LEGAL PROCEEDINGS & COSTS:

- 15.1 The Parties agree that any legal proceedings may be instituted in any Magistrate's Court having jurisdiction regarding any legal action arising out of this agreement, despite the fact that such action may not fall within the monetary jurisdiction of the Magistrate's Court. Notwithstanding this consent either party will have the right to institute action against each other in any competent Court having jurisdiction. Including any High Court.
- 15.2 If the Customer is a resident of or carries on business in Botswana, Swaziland, Namibia or Lesotho the Customer hereby consents to the jurisdiction of any subordinate Court of the First Class in Botswana, Swaziland, South Africa or Lesotho respectively.

- 15.2 The Customer shall be liable for any tracing, collection or valuation fees incurred by the Company should the Customer default on its obligation under this agreement.
- 15.3 A certificate issued by any Director of the Company showing the amount due and owing by the Customer to the Company at any given time shall be *prima facie* proof of the facts therein stated for the purpose of legal proceedings against the Applicant for the recovery of the said amount.
- 16 DOMICILIUM CITANDI ET EXECUTANDI:**
- 16.1 The Company chooses as its *domicilium citandi et executandi* **18 Cobalt street, Prosperita, Windhoek, Namibia** where it will accept service of all letters, notices, accounts and/or other legal documents relating to this agreement.
- 16.2 The Customer hereby chooses the physical address in the relevant schedule to this Agreement as its *domicilium citandi et executandi* for all purposes relating to this Agreement.
- 16.3 Either party may change its *domicilium citandi et executandi* upon 10 business days written notice to the other party to any other address in the Republic of Namibia which is not a post office box or *poste restante*.

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20____

_____ (SIGNATURE OF DULY AUTHORISED PERSON)

FULL NAME:

DESIGNATION:

TEL NO:

E-MAIL:

The signatory hereto warrants that he is duly authorised thereto to conclude this agreement on behalf of the Customer and that the information supplied herein is true and correct.

AS WITNESSES:

1. FULL NAMES _____ SIGNATURE _____

2. FULL NAMES _____ SIGNATURE _____

Accepted on behalf of the **COMPANY(PROBE NAMIBIA)** by _____ in his/her capacity as

_____ of the Company on this the ____ day of _____ 20____

_____ (SIGNATURE OF AUTHOTISED PERSON ON BEHALF OF THE COMPANY)

***END OF CREDIT APPLICATION AND TERMS AND CONDITIONS**

FOR INTERNAL USE ONLY - NOT TO BE COMPLETED BY APPLICANT.

Sales Rep:	Customer:				
Checked by:	Account:				
Date received:	Price List: E = B= S=				
Limit requested:	Price List (cont.)				
Terms requested:	Rep. Code:				
Registration number:	Geographical Code:			Area:	
Customer Class;	Trust	Sole Proprietor	CC.	(PTY) LTD	LTD.
Authorised Signature:	Authorised Signature:				

DEED OF SURETYSHIP

I/We, the undersigned

1. NAMES IN FULL: (PLEASE PRINT)	
ID NUMBER:	
2. NAMES IN FULL: (PLEASE PRINT)	
ID NUMBER:	

Do hereby bind myself/ourselves jointly and severally to **PROBE AUTOMOTIVE & MINING (PTY) LTD NAMIBIA** with registration number **2017/1090** (hereinafter referred as "*the Creditor*") as surety(ies) in solidum and co-principal debtor/debtors for due performance by

Registration Number: _____

(hereinafter referred as "*the Principal Debtor*")

for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Principal Debtor to the Creditor arising from goods supplied and/or service rendered by the Creditor to the Principal Debtor and/or arising from any claims which the Creditor may have against the Principal Debtor in pursuance of transactions concluded between the Creditor and Principal Debtor and for the due performance of every other obligation, howsoever arising, which the Principal Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I/We hereby agree:

1. That this deed of suretyship shall constitute a continuing covering liability on my part for whatever amount/s and whatever other obligation/s will be owing by the Principal Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding death, insolvency or legal disability of the Debtor or of any other surety/ies for and/or co-principal debtor/s with the Principal Debtor, until the Creditor will have agreed in writing to cancel the deed of suretyship. Nothing in this clause will place any obligation on the Creditor to agree to such cancellation.
2. That all admission and acknowledgements of liability by the Principal Debtor will be binding on the Surety/ies. (The effect of this clause is that if the Principal Debtor makes any acknowledgement or admission, it will apply as if the Surety had made the acknowledgement or admission).
3. That in the event of the Principal Debtor being liquidated or subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Creditor will prejudice the Creditor's right to recover from the Surety the amount owing, by the Principal Debtor at date of liquidation, business rescue or compromise of the Principal Debtor and such liquidation, business rescue or compromise will not discharge the Surety from its obligations hereunder.
4. A certificate under the hand of the Managing Director or Financial Officer or Accountant, whose authority or appointment need not be proven, of the Creditor as to the existence and the amount of the Principal Debtor's and/or my indebtedness to the Creditor, as well as the amount of interest accrued thereon, and as to any other fact, matter or thing relating to the Principal Debtor's and/or my indebtedness to the Creditor shall be accepted as *prima facie* proof of the content and correctness thereof and of the amount of the Principal Debtor's and/or my indebtedness for the purpose of provisional sentence or summary judgment or any other proceedings against the Principal Debtor and/or me in any competent court.
5. That the Surety(ies) renounces the benefits of
 - 5.1 Exclusion – that the Creditor have to proceed against the Principal Debtor first before proceeding against the surety first;
 - 5.2 Division – that the Debt has to be divided between the Principal Debtor and the Surety
 - 5.3 De doubus vel pluribus reis debendi – that the Surety should be sued jointly with other principal debtors
6. In terms of Section 45 of the Magistrate's Court Act 1944, I/We hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action instituted against me/us or any or more of us by the Creditor. 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, including any High Court.
7. That this Suretyship is in addition and without prejudice to any securities held now or in the future by the Creditor.

8. That any indulgence or extension of time for payment granted by the Creditor to the Principal Debtor is without prejudice to any of the rights of the Creditor, and that no indulgence or extension will in any way affect the Surety's liability. (The effect of this clause is that even if the Creditor grants an indulgence to the Principal Debtor or an extension of the payment, it does not have to grant the same indulgence or extension to the Surety and can claim from the Surety as if the indulgence or extension had not been granted to the Principal Debtor.)

9. I/We hereby choose *domicilium citandi et executandi* for all purposes arising out of this deed of suretyship at:

(Each surety to provide his/her own *domicilium* address):

SURETY 1: _____

SURETY 2: _____

(PHYSICAL ADDRESS)

10. Every notice to be given in terms of or incidental to this Suretyship shall be in writing and shall be either left at the *domicilium citandi et executandi* in which case it shall be deemed to have been received when so left **OR** prepaid registered mail to the Surety at the *domicilium citandi et executandi* in which case it shall be deemed to have been received on the seventh business day after posting.
11. As part of its liability in terms hereof the surety(ies) undertakes to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the a foregoing, attorney and client costs, collection commission and tracing fees incurred by the Creditor in securing or endeavouring to secure fulfilment of the obligations.
12. That no variation or cancellation of this Deed of Suretyship will be of any force or effect unless reduced to writing and signed by both the Surety(ies) and the Creditor.

I/We, the undersigned, by appending my/our signature(s) hereto, confirms that when the foregoing Suretyship was signed in favour of the Creditor there were no blank spaces herein which still required to be complete and no deletions which are still required to be made, that the names of the Principal Debtor and Surety(ies) have been duly inserted and was in all respects complete and that the Suretyship is not subject to any conditions precedent to its coming into force.

SIGNATURE OF SURETY 1	DATE	SIGNATURE OF WITNESS	DATE
FULL NAME:		FULL NAME:	
ID NO:		ID NO:	
SIGNATURE OF SURETY 2	DATE	SIGNATURE OF WITNESS	DATE
FULL NAME:		FULL NAME:	
ID NO:		ID NO:	