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## DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

1. I/We \_\_\_\_\_, the undersigned,

ID No.: \_\_\_\_\_

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hereby bind myself/ourselves jointly and severally to -

**Saffer Trading**  
**Registration no.: 2020/744628/07**

("the creditor")

and their successors-in-title, as surety/ies for and co-principal debtor/s in solidum with -

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("the debtor")

for the due and punctual payment and performance by the debtor of all debts and obligations of whatsoever nature and howsoever arising which the debtor may now or in the future owe to the creditor from any cause of indebtedness howsoever arising, including, without limiting the generality thereof any claims which the creditor may have acquired or may in future acquire against the debtor from any company, person, partnership, association or other legal persona whomsoever or whatsoever by way of cession or otherwise, legal costs on the attorney and own client scale, collection commission interest and any other charges of whatever nature ("the obligations")

- I/we hereby expressly renounce the defence of prescription and the benefits of the legal exceptions of "order", "excussion", "cession of action", "no value received", "non causa debiti" and all or any exceptions which could or might be pleaded to any claim by the creditor against me/us or any one of us, with the meaning, force and effect of all of which exception I/we declare ourselves to be fully acquainted,
- The rights of the creditor under this suretyship shall not be affected or diminished if the creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations. Notwithstanding that this suretyship may for any reason whatsoever be held to be or become not binding in whole or in part upon any one or more of us and notwithstanding that it may not be signed by all of us, it shall be and remain of full force and effect and binding upon the others of us.
- I/We shall be bound by all admissions or acknowledgements of indebtedness made or given by the debtor to the creditor from time to time,
- Should the debtor fail to discharge any of the obligations on due date, the creditor shall be entitled notwithstanding any contrary arrangement with the debtor, to demand from me/us immediate performance of all the obligations then owing by the debtor to the creditor, whether the due date for the performance of the obligations shall have arrived or not
- This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the debtor's indebtedness to the creditor. It may not be withdrawn, revoked or cancelled by me/us without the creditor's prior written consent Any consensual cancellation or withdrawal of this suretyship by me/us and the creditor shall only be valid and effective if reduced to writing and signed by both parties thereto.
- The creditor shall be entitled, whether before or after the due date for payment or performance of the obligations, without reference or notification to me/us, without affecting its rights hereunder and without releasing any surety hereunder, to release other sureties and securities; to grant the debtor extensions of time for payment and other indulgences; to compound or to make any other arrangements with the debtors for the discharge of the debtor's indebtedness; to accept any dividend in a liquidation or judicial arrangement on account and in reduction of the debtor's indebtedness; to alter or vary any present or future agreement between the debtor and the creditors.

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8. A certificate under the hand of any director or manager of the creditor (whose appointment need not be proved) as to the existence and the amount of the debtor's indebtedness and the surety's indebtedness to the creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the debtor's indebtedness to the creditor and the surety's indebtedness to the creditor, shall be sufficient and satisfactory proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the debtor and/or the surety in any competent court and shall be valid as a liquid document for such purpose.

9. In terms of Section 45 of the Magistrate's Court Act, I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act, in respect of any action to be instituted on this suretyship. This consent is without prejudice to the creditor's rights to proceed in any other court having jurisdiction.

10. I/We hereby choose domicilium citandi et executandi at the address/es set out below at w1ich address/es all notices and communications may be addressed to me/us and all notices addressed to me/us at the said address/es and despatched by prepaid registered post shall be deemed to have reached me/us three days after the date of posting

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11. As security for the fulfilment of all obligations hereby undertaken I/we do hereby pledge, cede, assign, transfer and make over unto and in favour of the creditor all right, title and interest in and to any amounts and claims from whatever source arising and which are now, or which may hereafter become, owing to me/us from any source and from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favour of the creditor shall operate as a cession to the creditor of any right of action which I/we may now or at any future time have against the prior cessionary.

12. I/We hereby indemnify and hold the creditor harmless against any damage or loss of whatever nature which the creditor may sustain arising out of or in connection with the enforcement, cancellation or invalidity for any reason whatsoever, of any agreement between the creditor and the debtor. I/we warrant and undertake that the debtor will perform all of its obligations of whatever nature which are at any time owed by it to the creditor.

13. In the event of the creditor instituting legal action for any purpose arising out of this document, I/we shall be liable for legal costs on the scale as between attorney and own client including any tracing fees and collection commission.

14. Should the creditor cede its claim against the debtor to any third party, then this suretyship shall be deemed to have been given by me/us to such cessionaries, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionaries were the creditor hereunder.

15. Any reference herein to the creditor, shall include a reference to all companies included in the definition of creditor and to each of them separately and individually, jointly and severally, as if a separate suretyship had been entered into by me/us in favour of each of those companies for the obligations. Consequently, any company referred to in the definition of creditor in 1 above, may enforce this suretyship, and payment in full or in part to any one of them will extinguish to the extent of such payment that indebtedness, to the others of them, as the case may be.

16. The debtor shall be liable for and undertakes to pay the stamp duty applicable to this deed.

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

As witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
I/We acknowledge and confirm that  
this suretyship was fully completed  
at the time of signing it.

