

BORGSTELLING / SURETYSHIP

Dit word aanbeveel dat u onafhanklike regsadvies inwin om seker te maak dat u, u verbintenis en die potensiële gevolge van hierdie borgskap verstaan.

It is recommended that the surety take independent legal advice to make sure that the commitment of the surety and the potential consequences of this suretyship are understood.

Deur hierdie borgstelling te verskaf kan u **afsonderlik of gesamentlik** met die Skuldenaar aanspreeklik gehou word vir die verpligtinge van die Skuldenaar.

*The surety by signing this suretyship may become **individually or collectively** liable with the debtor for the debtor's obligations to the creditor.*

1 Ek/Ons, die ondergetekende,
I/We the undersigned

¹ Full Names:

I.D. Nr./No.:

² Full Names:

I.D. Nr./No.:

³ Full Names:

I.D. Nr./No.:

van / from (fisiese adres / physical address)

¹

²

³

verbind myself/onself hiermee as borg en medehoof Skuldenaar gesamentlik en afsonderlik tesame met:

bind myself/ourself as surety and co-principal debtor jointly and severally with

Company Name:

(“die Skuldenaar / the Debtor”)

teenoor **OMV (PTY) LTD**, sy regsopvolgers of regsverkrygendes ("**die Krediteur**"), vir die betaling op aanvraag van enige bedrag wat die **Skuldenaar** vir welke rede ookal aan die **Krediteur** skuld of hierna mag skuld en die behoorlike nakoming deur die **Skuldenaar** teenoor die **Krediteur** van alle verpligtinge met betrekking tot sodanige skuld. Sodanige skuld sluit in, maar is nie beperk tot verpligtinge aangegaan deur die **Skuldenaar** in eie naam of in naam van enige besigheid waarin hy alleen of gesamentlik met andere (in vennootskap of andersins) sake mag doen en hetsy sodanige skuld ontstaan uit hoofde van 'n borgstellingverpligting van die **Skuldenaar** vir die skuld van andere teenoor die **Krediteur** en hetsy sodanige skuld reeds bestaan of te enige tyd hierna mag ontstaan.

in favour of **OMV (PTY) LTD**, its successors or assigns ("the Creditor") for the repayment on demand of any sum or sums of money, which the Debtor owes or may hereafter owe to the Creditor from whatever cause arising and the due fulfilment of all obligations of the Debtor to the Creditor in respect of such indebtedness. Such indebtedness shall include, but not be limited to liabilities incurred by the Debtor in his own name, or in the name of any business under which he may be trading either solely or jointly with others (in partnership or otherwise) and whether such obligations arise from any suretyship given by the Debtor to the Creditor in respect of the debts of any third party and whether such debts already exist or may arise in future.

2 UITLEG / INTERPRETATIONS

In hierdie borgstelling, tensy die samehang van die woorde anders aandui, of daarmee strydig is, sluit enige verwysing na 'n geslag die ander geslag in, die enkelvoud die meervoud in en omgekeerd en sluit enige verwysing na 'n persoon 'n natuurlike persoon, 'n regspersoon en 'n entiteit sonder regspersoonlikheid in.

In this suretyship, unless inconsistent with or otherwise indicated by the context, any reference to a gender includes other genders, the singular includes the plural and vice versa and any reference to a person includes a natural person, a legal entity and an entity without separate legal capacity.

3 GESAMENTLIKE EN AFSONDERLIKE AANSPREEKLIKHEID / JOINT AND SEVERAL LIABILITY

3,1 Indien daar meer as een borggewer vir die verpligtinge van die Skuldenaar teenoor die Krediteur is, is elke sodanige persoon gesamentlik en afsonderlik as borg en mede hoofskuldenaar vir sodanige verpligtinge aanspreeklik.

Where more than one person signs surety for the obligations of the Debtor in favour of the Creditor, each such person shall be jointly and severally liable as surety and co-principal debtor for such obligations.

3,2 Die geldigheid en afdwingbaarheid van hierdie borgstelling sal in geen opsig daaraan onderhewig wees dat 'n borgstelling vanaf 'n ander persoon bekom word of dat 'n borgstelling van enige ander borg geldig is nie.

The validity and enforceability of this suretyship shall in no respect be subject to the obtaining of a suretyship from another person or to the validity of the suretyship of any other surety.

4 BYKOMENDE SEKURITEIT / ADDITIONAL SECURITY

4,1 Ek/Ons verklaar en erken dat hierdie borgstelling bykomend is tot enige sekuriteit waaroor die **Krediteur** tans of hierna met betrekking tot die verpligtinge van die **Skuldenaar** mag beskik en dat hierdie borgstelling nie afbreuk sal doen nie aan enige ander sekuriteit wat reeds deur my/ons ten gunste van die **Krediteur** verstrekkend is, welke sekuriteit van krag sal bly totdat dit skriftelik deur die **Krediteur** beëindig word.

I/We acknowledge and admit that this suretyship is additional to any security which the Creditor currently holds or may hereafter hold in respect of the obligations of the Debtor and that this suretyship shall not detract in any way from other security already furnished by me/us in favour of the Creditor, which security shall remain in force until terminated in writing by the Creditor.

- 4,2 As sekuriteit vir die nakoming van my/ons verpligtinge kragtens hierdie borgstelling, sedeer ek/ons hiermee aan **die Krediteur** alle vorderingsregte ingesluit regte uit hoofde van lengingsrekeninge, wat ek/ons nou of in die toekoms teen **enige regspersoon en/of enig ander persoon of entiteit** mag hê. Indien enige van sodanige regte alreeds aan 'n derde gesedeer is, sal hierdie sessie 'n sessie wees van my/ons terugvallende regte in en tot sodanige vorderingsregte. Vir die doeleindes hiervan magtig ek/ons **die Krediteur** hiermee om, indien ek/ons versuim om my/ons verpligtinge hieronder teenoor **die Krediteur** na te kom, alle en enige stappe te neem wat **die Krediteur** nodig mag ag om sodanige regte af te dwing en onderneem ek/ons om alle nodige stappe te neem en alle dokumente waaruit sodanige vorderingsregte blyk aan **die Krediteur** te lewer. Ek/Ons onderneem onherroeplik om geen trekkings teen enige leningsrekening hierbo vermeld te maak sonder die voorafverkreë skriftelike toestemming van **die Krediteur** nie.

As security for the fulfilment of my/our obligations in terms of this suretyship, I/we cede to the Creditor all claims including claims arising from loan accounts, which I/we have or hereafter may have against any legal entity and/or any person or entity and/or the Debtor . If any such rights or claims have already been ceded to a third party, this cession shall be a cession of my/our reversionary rights in and to such claims. For this purpose I/we hereby authorise the Creditor, in the event of being in default with my/our obligations to the Creditor in terms hereof, to take all and any action which the Creditor may deem necessary and I/we undertake to take all steps necessary and to deliver all documents evidencing such claims to the Creditor. I/we hereby irrevocably undertake not to draw against any loan account referred to above without the prior written consent of the Creditor.

5 ERKENNING DEUR DIE SKULDENAAR / ADMISSIONS BY THE DEBTOR

Ek/Ons stem hiermee toe dat alle erkennings deur of namens die **Skuldenaar**, insluitend maar nie beperk nie tot die aanvaarding van die **Krediteur** se eis deur 'n kurator of likwidateur by die insolvensie of likwidasie van die **Skuldenaar**, sowel as enige vonnis verleen deur 'n bevoegde hof teen die Skuldenaar ten gunste van die **Krediteur**, bindend op my/ons sal wees.

Admissions by or on behalf of the debtor, including but not limited to the acceptance of the Creditor's claim by a trustee or liquidator in the event of the insolvency or liquidation of the debtor as well as any judgment granted by a competent court against the debtor in favour of the Creditor, shall be binding on me/us.

6 DISKRESIE VAN DIE KREDITEUR / DISCRETION OF THE CREDITOR

Ek/Ons erken en stem hiermee toe dat die **Krediteur** geregtig is om in eie diskresie sonder verwysing na my/ons en sonder benadeling van sy regte kragtens hierdie borgstelling:

I/We acknowledge and agree that the Creditor may, in its discretion, without reference to me/us and without prejudice to its rights in terms hereof:

- 6,1 die aard, omvang en duur van enige fasiliteit of voorskot aan die **Skuldenaar** te bepaal;
determine the extent, nature and duration of any facility or other advance to the Debtor;
- 6,2 bestaande of toekomstige sekuriteit, insluitende hierdie borgstelling of die borgstelling van enige ander borggewer ten opsigte van die **Skuldenaar** se verpligtinge teenoor die **Krediteur**, vry te stel of te onthef;

release in whole or in part present or future security, including this suretyship of the suretyship of co-sureties, in respect of the Debtor's obligations to the Creditor;

6,3 enige reëling, kompromie, vergelyk of skikking te tref met of uitstel te verleen aan die **Skuldenaar** of enige borggewer;
enter into any arrangement, compromise or settlement or grant an extension to the Debtor or any surety;

6,4 sy vorderingsregte of enige ander regte teen die **Skuldenaar** of teen my/ons aan enige persoon van sy keuse te sedeer.
cede its claims or other rights against the Debtor or against me/us to any person of its choice.

7 TOEDELING VAN BETALINGS EN KONTANTSTORTINGSREKENINGE / ALLOCATION OF PAYMENTS AND CASH DEPOSIT ACCOUNTS

7,1 Die **Krediteur** sal geregtig wees om enige betaling wat hy kragtens hierdie borgstelling ontvang of verhaal ten opsigte van enige verpligting van die **Skuldenaar** teenoor die **Krediteur** op sodanige wyse as wat die **Krediteur** in eie diskresie mag besluit, aan te wend.

The Creditor shall be entitled to apply any payment received or recovered in terms of this suretyship in respect of any obligation of the Debtor to the Creditor, in such a manner as the Creditor may deem fit.

7,2 By die uitoefening van sy bevoegdhede ingevolge klousule 7.1, sal die **Krediteur** te alle tye geregtig wees om enige bedrag wat hy kragtens hierdie borgstelling ontvang, invorder of verhaal, of enige gedeelte daarvan, op 'n aparte rekening ("kontantstortingsrekening") te deponeer en dit daar te hou, sonder enige verpligting om sodanige bedrag ter delging of gedeeltelike delging van die **Skuldenaar** se verpligtinge aan te wend, vir solank as wat die **Krediteur** dit mag goedvind: Met dien verstande egter dat by die berekening van die rente waarvoor ek/ons teenoor die **Krediteur** aanspreeklik mag wees, enige bedrag wat aldus deur die **Krediteur** ontvang of verhaal is, geag sal word afbetaal te wees op die datum waarop sodanige bedrag deur die **Krediteur** ontvang is.

In exercising its powers in terms of clause 7.1, the Creditor shall at all times to be entitled to deposit and keep any amount received or collected or recovered in terms of this suretyship or any part thereof, in a separate account ("cash deposit account") without any obligation to utilise such amount in discharge or part discharge of the Debtor's obligations for as long as the Creditor deems fit; provided that in the calculation of the interest for which I/we may be liable to the Creditor, any such amount received, collected or recovered by the Creditor, shall be deemed to be paid/have been paid on the date upon which such amount was received by the Creditor.

8 INSOLVENSIE, LIKWIDASIE, ENS. INSOLVENCY, LIQUIDATION, ETC

8,1 In die geval van sekwestrasie, likwidasie, boedeloorgawe, geregtelike bestuur, administrasie, akkoord, reëlins of kompromie, hetsy statutêr of andersins van of in verband met die boedel van die **Skuldenaar** of enige persoon wat hom vir die **Skuldenaar** verbind het:

If the estate of the Debtor or any person who has bound himself as surety for the Debtor is sequestrated, liquidated, surrendered or placed under judicial management, administration, compromise or arrangement, either by way of statute or otherwise:

- 8.1.1 sal die **Krediteur** in eie diskresie kan besluit om 'n eis teen sodanige boedel in te stel en ook om die omvang van sodanige eis te bepaal, sonder dat my/ons aanspreeklikheid hierkragtens in enige opsig geraak of verminder word;

the Creditor may, in its discretion, decide to institute a claim against such estate and to calculate the extent of such claim, without affecting or diminishing my/our liability in terms hereof;

- 8.1.2 sal die **Krediteur** geregtig wees om alle opbrengste of betalings wat van die **Skuldenaar**, kurator, likwidateur of uit enige ander bron ontvang word, aan te wend ter vermindering van die verskuldigde bedrag, sonder dat my/ons aanspreeklikheid hierkragtens vir die bedrag wat uiteindelik na ontvangs van sodanige opbrengste of betalings deur die **Skuldenaar** aan die **Krediteur** verskuldig mag wees, geraak of verminder word;

the Creditor shall be entitled to apply all proceeds or payments which are received from the Debtor, curator, liquidator or from any other source in diminishing the amount owed, without affecting or diminishing my/our liability in terms hereof for payment of the amount which is owing to the Creditor by the Debtor after receipt of such proceeds or payments.

- 8.1.3 sal die **Krediteur** geregtig wees om, niesteenstaande betaling deur my/ons of enige ander persoon van die volle of enige gedeelte van die bedrag verskuldig kragtens hierdie borgstelling en niesteenstaande enige kwytstelling, ontheffing, reëling of ooreenkoms deur die **Krediteur** aangegaan, steeds as 'n skuldeiser 'n eis teen die boedel van die **Skuldenaar** of enige ander borg te bewys vir die volle bedrag wat op datum van sodanige sekwestrasie, likwidasie, oorgawe, administrasie, akkoord of reëling verskuldig mag wees, tot die uitsluiting van my/ons regte (indien enige) om 'n eis te bewys, tensy en totdat die totale bedrag deur die **Skuldenaar** aan die **Krediteur** verskuldig, ten volle vereffen is; en

The Creditor shall be entitled, notwithstanding payment by me/us or any other person of the full or any part of the amount owing in terms of this suretyship and notwithstanding any release, discharge, arrangement or agreement entered into the Creditor, to prove a claim in the estate of the Debtor or any other surety for the full amount which may be owing on the date of such sequestration, liquidation, surrender, administration, compromise or arrangement, to the exclusion of my/our rights (if any) to prove a claim, unless and until the full amount which the Debtor owes to the Creditor, is paid; and

- 8.1.4 indien enige betaling wat die effek het dat my/ons verpligtinge hierkragtens afgelos of verminder word, regtens of weens enige ander rede hoegenaamd tersyde gestel of kragtens ooreenkoms deur die **Krediteur** terugbetaal word, sal ek/ons teenoor die **Krediteur** aanspreeklik wees vir enige en alle bedrae deur die **Skuldenaar** as gevolg van gemelde tersydestelling of terugbetaling verskuldig, niesteenstaande sodanige tersydestelling of terugbetaling plaasgevind het nadat my/ons verpligtinge hierkragtens in alle opsigte beëindig is. Alle verwysings in hierdie borgstelling na skulde van of bedrae verskuldig deur die **Skuldenaar** sal enige skuld wat mag ontstaan of hernu word as gevolg van sodanige tersydestelling of terugbetaling, insluit.

If any payment which has the effect of diminishing or discharging my/our obligations in terms hereof is set aside by law or due to any other reason, or is repaid as a result of agreement by the Creditor, I/we shall be liable to the Creditor for any and all amounts owing by the Debtor as a result of the said setting aside or repayment, notwithstanding that such setting aside or repayment has taken place after my/our obligations in terms hereof have been terminated in all respects. All references in this suretyship to debts of or amounts owing by the Debtor, shall include any debt which may originate or revive as a result of such setting aside or repayment.

- 8,2 Die **Krediteur** sal geregtig wees om in eie diskresie enige sekuriteit waaroor die **Krediteur** vir my/ons verpligtinge beskik, terug te hou vir 'n tydperk van 7 (sewe) maande na betaling van alle bedrae tans of hierna deur die **Skuldenaar** verskuldig, niteenstaande enige ontheffing, skikking, ontslag of reëling gegee of aangegaan deur die **Krediteur** as gevolg van sodanige betaling. Indien 'n bevel van voorlopige of finale sekwestrasie of likwidasie binne 6 (ses) maande na sodanige betaling teen my/ons, die **Skuldenaar** of enige ander borggewer gegee word, sal die **Krediteur** geregtig wees om, niteenstaande enige teenstrydige bepaling hierin vervat, gemelde sekuriteit of enige gedeelte daarvan te hou vir sodanige verdere tydperk as wat die **Krediteur** in eie diskresie mag besluit.

The Creditor shall be entitled, in its discretion, to retain any security held by it for my/our obligations for a period of 7 (seven) months after the repayment of all sums owing to or which become owing to it, from the Debtor notwithstanding any release, settlement, discharge or arrangements given or made by the Creditor as a consequence of such repayments. If, within a period of 6 (six) months after such repayment an order of provisional or final sequestration or liquidation is granted against me/us, the Debtor or any other surety, the Creditor shall be entitled, notwithstanding any provision to the contrary contained herein, to continue to retain such security or any part thereof for such further period as the Creditor in its discretion may determine.

9 AFSTANDDOENING VAN VOORREGTE / RENUNCIATION OF BENEFITS

Ek/Ons doen hiermee afstand van die volgende voorregte, die onderskeie betekenis en gevolge waarvan hieronder uiteengesit is en die effek van welke afstanddoenings ek/ons erken dat ek/ons mee vertrouwd is en dit begryp:

I/We hereby renounce the following benefits, the respective meanings and consequences of which are set out hereunder and the effect of which I/we acknowledge that I/we am/are acquainted with and understand;

- 9,1 **Sessie van aksies** Ek/Ons is nie geregtig om aanspraak te maak op 'n sessie van die **Krediteur** se regte teen die **Skuldenaar** en/of enige medeborggewer voor betaling deur my/ons van die volle skuld deur die **Skuldenaar** aan die **Krediteur** verskuldig nie; en
Cession of actions *I/We am/are not entitled to demand cession of the Creditor's rights against the Debtor and/or any co-surety before payment by me/us of the full debt owing by the Debtor to the Creditor; and*
- 9,2 **Geen skuldoorsaak** Die bewyslas rus op my/ons, indien ek/ons in enige regsgeding wat deur die **Krediteur** uit hoofde van hierdie borgstelling teen my/ons ingestel word, die bestaan van die verpligting deur die **Skuldenaar** verskuldig, sou ontken.
No cause of debt *If, in any legal proceedings which are instituted by the Creditor in terms of this suretyship against me/us, I/we dispute the existence of the amount owing by the Debtor, the onus of proving this shall rest on me/us.*

Hierdie borgstelling sal as voortdurende dekkende sekuriteit van krag bly nieëenstaande enige tussentydse skuldvereffening of my/ons regsonbevoegdheid of dood tot tyd en wyl die **Krediteur** van my/ons of my/ons eksekuteur, kurator of regsverteenwoordiger, soos die geval mag wees, skriftelik kennis ontvang het om die borgstelling te beëindig en totdat die bedrag plus rente en kostes kragtens hierdie borgstelling verskuldig op die datum van ontvangs van sodanige kennisgewing betaal is: Met dien verstande dat die voormelde skriftelike kennisgewing van nul en gener waarde sal wees en nie die effek van beëindiging van hierdie borgstelling sal hê nie, tensy dit gepaard gaan met 'n afskrif van 'n kennisgewing deur my/ons aan die **Skuldenaar** waardeur die **Skuldenaar** in kennis gestel word van die beëindiging van hierdie borgstelling.

This suretyship shall be a continuing covering security notwithstanding any intermediate settlement of the amount owing and notwithstanding my/our death or legal incapacity until the Creditor has received notice in writing from me/us or my/our executor, trustee or other legal representative, as the case may be, terminating the same, and until the amount owing in terms of this suretyship at the date of receipt of such notice plus interest and costs until date of payment, has been paid; provided that such notice shall have no force or effect and shall not terminate this suretyship unless it is accompanied by a copy of a notice addressed by me/us to the Debtor in terms of which the Debtor is advised of the termination of this suretyship.

Ek/Ons kies my/ons adres in klousule 1 hierbo vermeld vir die doeleindes van die betekening en tenuitvoerlegging van alle kennisgewings, mededelings of regsprosesse in verband met hierdie borgstelling. Die adres kan net verander word (nie na 'n posadres nie) indien ek/ons behoorlike skriftelike kennis daarvan aan die **Krediteur** gegee het en die verandering sal slegs van krag word op ontvangs deur die **Krediteur** van sodanige skriftelike kennisgewing en as die **Krediteur** nie beswaar maak teen die geskiktheid daarvan nie.

I/We choose my/our address in clause 1 for the service of all notices, communication or legal processes arising from this suretyship. I/We will be entitled from time to time, by giving written notice to the Creditor, to vary my/our chosen address(es) to any other physical address (not being a post office or post restante) within the Republic of South Africa. Any such variation shall only become effective on receipt by the Creditor of such written notice and if the Creditor doesn't object to the variation.

Ek/Ons stem hiermee ingevolge artikel 45 van die Wet op Landdroshof van 1944 toe tot die jurisdiksie van die Landdroshof wat kragtens artikel 28(1) van daardie Wet jurisdiksie ten aansien van my/ons persoon het vir enige regsding wat uit hierdie borgstelling mag voortspruit en/of daarmee verband mag hou, nieëenstaande dat die bedrag van die eis die jurisdiksie van die Landdroshof mag oorskry: Met dien verstande dat die **Krediteur** geregtig sal wees om enige sodanige regsding in enige ander bevoegde hof in te stel en ek/ons stem toe om myself/onself te onderwerp aan die jurisdiksie van enige sodanige bevoegde hof wat jurisdiksie het.

I/We agree in terms of section 45 of the Magistrate's Court Act of 1944 to the jurisdiction of the Magistrate's Court which has jurisdiction in terms of section 28(1) of that Act in respect of my/our person for any legal proceedings which may result from this suretyship and/or may relate thereto, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court; provided that the Creditor is entitled in its discretion to institute any such legal proceedings in any other competent court and I/we agree to subject myself/ourselves to the jurisdiction of any such competent court which has jurisdiction.

13 REGSKOSTE / LEGAL COSTS

Ek/Ons is aanspreeklik vir die koste wat aangegaan mag word om betaling van enige bedrag hierkragtens verskuldig af te dwing, insluitende invorderingskoste en regskoste op die skaal soos tussen 'n prokureur en sy eie kliënt.

I/We am/are liable for all costs which may be incurred in the enforcement of this suretyship, including collection costs and legal costs on the scale as between an attorney and his own client.

14 TOEGEWINGS / INDULGENCE

Geen toegewing, vergunning of uitstel deur die **Krediteur** aan die **Skuldenaar** of aan my/ons verleen, sal beskou word as 'n afstanddoening van die **Krediteur** se regte of novasie van my/ons verpligtinge nie.

No indulgence, latitude or extension of time which may be allowed by the Creditor to me/us or the debtor, shall be regarded to be a waiver of rights by the Creditor or novation of my/our liabilities.

15 EIENDOM VAN AKTE / OWNERSHIP OF DOCUMENT

Hierdie akte is en bly die eiendom van die **Krediteur** selfs na die beëindiging van hierdie borgstelling en die **Krediteur** sal nie verplig wees om die akte aan my/ons of enige ander persoon te oorhandig nie.

This document is and shall remain the property of the Creditor even after termination hereof and the Creditor shall not be obliged to return this document to me/us or any other person.

16 SKEIBAARHEID / SEVERABILITY

Al die bepalings en voorwaardes in hierdie borgstelling vervat, ondanks die wyse waarop hulle saam gegroepeer of grammatikaal aanmekaar geskakel is, is afsonderlik en skeibaar van mekaar. Indien enige sodanige bepaling of voorwaarde vir welke rede ookal onafdwingbaar is of word, is daardie bepaling en voorwaarde skeibaar van en sal nie die geldigheid van enige ander bepaling of voorwaarde in hierdie borgstelling beïnvloed nie.

All the terms and conditions contained in this suretyship, notwithstanding the manner in which they are grouped together or grammatically linked, are separate and severable from each other. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term and condition is severable from and shall not affect the validity of any other term or condition in this suretyship.

17 VERTEENWOORDIGING / REPRESENTATION

Indien die borg 'n regspersoon is of deur 'n ander persoon verteenwoordig word, hou die ondertekenaar(s) voor en waarborg aan die **Krediteur** dat hy/sy/hulle behoorlik gemagtig is om hierdie borgstelling aan te gaan en dat dit regstreeks of onregstreeks vir die voordeel van die borg verleen word.

If the surety is a legal person or is represented by another person, then the signatory/signatories warrant and represent to the Creditor that they are duly empowered to enter into this suretyship.

18 BEPERKING / LIMITATION

Nieteenstaande enige ander bepaling wat in hierdie borgstelling vervat is, is my/ons aanspreeklikheid teenoor die **Krediteur** ingevolge hiervan:

*vir al die verpligtinge wat die **Skuldenaar** nou het of in die toekoms teenoor die **Krediteur** mag hê;

Notwithstanding anything to the contrary herein contained, the amount that the Creditor shall be entitled to recover from me/us under this suretyship shall be –

**All the liabilities that the debtor now has or in the future may have to the Creditor;*

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BEVESTIGING / CONFIRMATION

Ek/Ons, die ondergetekende(s), bevestig dat hierdie borgstelling:

I/We the undersigned confirm that this suretyship –

- 19,1 ten tye van ondertekening behoorlik voltooi was veral met verwysing na die naam van die **Skuldenaar**; en
was properly completed at the time of signature especially with reference to the name of the debtor; and
- 19,2 vir sover geen bedrag ter beperking van my/ons aanspreeklikheid ingevolge hierdie borgakte in klousule 18 ingevul is nie, my/ons aanspreeklikheid hierkragtens vir 'n onbeperkte bedrag, indien enige, sal wees; en
in so far as no amount is specified in clause 18 as a limit of my/our liability, my/our liability shall be for unlimited amount, if any.
- 19,3 in alle opsigte in ooreenstemming is met die ooreenkoms tussen my/ons en die **Krediteur** en nie as gevolg van een of ander gemeenskaplike fout tussen my/ons en die **Krediteur** nie ons ware bedoeling weergee nie.
is in all respects in accordance with the agreement between me/us and the Creditor and is not as a result of a common mistake between me/us and the Creditor, not representative of our true intentions.

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SERTIFIKAAT / CERTIFICATE

'n Sertifikaat onderteken deur enige bestuurder van die **Krediteur** sal voldoende bewys wees van enige toepaslike rentekoers en van die bedrag hierkragtens verskuldig of van enige ander feit met betrekking tot die borgstelling vir doeleindes van vonnis, insluitende voorlopige en summiere vonnis, bewys van eise teen insolvente en bestorwe boedels of andersins en indien ek/ons die korrektheid van sodanige sertifikaat betwis, sal die bewyslas op my/ons rus om die teendeel te bewys. Dit sal nie nodig wees om in sodanige sertifikaat die aanstelling of bevoegdheid van die ondertekenaar te bewys nie.

A certificate signed by any manager of the Creditor shall be sufficient proof of any applicable rate of interest and of the amount owing in terms hereof or of any other fact relating to the suretyship for the purposes of judgment, including provisional sentence and summary judgment, proof of claims against insolvent and deceased estates or otherwise and if I/we dispute the correctness of such certificate, I/we shall bear the onus of proving the contrary. It shall not be necessary to prove in such a certificate the appointment or capacity of the person signing such certificate .

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HELE OOREENKOMS / WHOLE AGREEMENT

Hierdie dokument is 'n uiteensetting van die hele ooreenkoms tussen die **Krediteur** en my/ons ten opsigte van hierdie borgstelling en nie ek/ons of die **Krediteur** sal gebonde wees aan enige onderneming, voorstelling of waarborg wat nie uitdruklik hierin vervat is nie. Enige wysiging hiervan sal slegs van krag wees indien dit op skrif gestel en deur beide die **Krediteur** en my/onself onderteken is.

This document comprises the entire agreement between the Creditor and me/us regarding this suretyship and the Creditor shall not be bound by any undertakings, representations or warranties not expressly recorded herein. Any amendment hereof shall only be valid if it is in writing and signed by both the Creditor and myself/ourselves.

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GETEKEN TE / SIGNED AT _____ op / on _____

Borg Handtekening / Surety Signature

Volle name en Van / Full names and surname

Getuie 1 Handtekening / Witness 1 : Signature

Getuie 2 Handtekening / Witness 2 : Signature

Volle name en van / Full names and surname

Volle name en van / Full names and surname

2

GETEKEN TE / SIGNED AT _____ op / on _____

Borg Handtekening / Surety Signature

Volle name en Van / Full names and surname

Getuie 1 Handtekening / Witness 1: Signature

Getuie 2 Handtekening / Witness 2 : Signature

Volle name en van / Full names and surname

Volle name en van / Full names and surname

3

GETEKEN TE / SIGNED AT _____ op / on _____

Borg Handtekening / Surety Signature

Volle name en van / Full names and surname

Getuie 1 Handtekening / Witness 1 : Signature

Getuie 2 Handtekening / Witness 2 : Signature

Volle name en van / Full names and surname

Volle name en van / Full names and surname