

SECTION C: DEED OF SURETY AND INDEMNITY

(Complete when offering Surety as security)

1. I / We, the undersigned,

1.....full names

2.....full names

3.....full names

do hereby bind myself/ourselves (hereafter referred to as the Surety/ies) unto and in favour of Sensor Security Systems or its successors in title or assigns (hereinafter referred to as the "Supplier") as surety/ies and co-principal debtor/s in solidum with

.....(hereinafter referred to as "The Principal Debtor/s"), and all such other persons who may be or become indebted or owe obligations to the Supplier as a result of whatever nature acquired from the Principal Debtors (such other persons hereinafter referred to as the Debtor/s) and in respect of which the Principal Debtor/s remain/s liable in any way, for the due and punctual payment of all amounts of whatever nature and/or performance of any obligation, all of which may now or in future become owing by the Principal Debtor/s and/or Debtors for any reason whatsoever.

- 2. The Supplier shall be at liberty, at its sole and absolute discretion, without my/our prior knowledge or consent, and without releasing me/us from/our liability hereunder:
 - 2.1 to institute such proceedings or take such steps as it may deem fit against the Principal Debtor/s and/or the Debtors including the right to re-possess any goods sold to the Debtors and to deal therewith or sell same in such manner, at such price and on such terms as the Supplier in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold;
 - 2.2 to compromise with or make other arrangements with the Principal Debtor/s and/or Debtors or vary any agreement, undertake and/or arrangement with the Principal Debtor/s and/or Debtors in any other manner whatsoever;
 - 2.3 to grant any leniency, indulgence or extension of time to the Principal Debtor/s and/or Debtors or vary any agreement, undertaking and/or arrangement with the Principal Debtor/s and/or Debtors in any other manner whatsoever;
 - 2.4 to enter into agreements of cancellation with the Principal Debtor/s and/or Debtors in respect of any existing or future arrangement and/or to enter into new arrangements and/or substitute new purchasers for the Principal Debtor/s and/or Debtors and/or any of the Debtors;
 - 2.5 to cede, assign and transfer any of its right, title and interest in and to any or all of its claims against the Principal Debtor/s and/or Debtors and/or Debtors which are now in existence or may come into existence in its own discretion and on such cession my/our liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Principal Debtor/s and/or Debtors with the Cessionary arising from any cause whatsoever.
- 3. In any or all of the events described above, my/our liability shall be co-extensive with that of the Principal Debtor/s and/or Debtors.
- 4. I / We hereby indemnify and hold for Supplier harmless against any loss or damage which it may sustain for any reason whatsoever, irrespective of the validity and/or enforceability of its causes/s of its claim/s against the Principal Debtor/s and/or Debtors.
- 5. In giving this suretyship, I / We do hereby voluntarily waive, renounce and abandon the benefits of excussion, division, cession of action, *error calculi, non numeratae pecuniae*, revision of accounts, and *de doubus vel pluribus reis debendi*. I / We furthermore agree that the provisions of the waivers, renunciations and abandonment's contained herein the full meaning, force and effect whereof I / we understand, shall also be binding upon my / or successors in title, assigns, etc.
- 6. It is agreed and declared that all admissions of acknowledgements or indebtedness by the Principal Debtor/s and/or Debtors shall be binding on me/us.
- 7. This Deed of Suretyship and Indemnity shall not be cancelled save with the written consent of the Supplier.
- 8. In the event of insolvency, liquidation, assignment, or compromise by the Principal Debtor/s and/or Debtors, the Supplier shall be entitled to prove against the Estate for the full amount of the indebtedness and/or accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice to its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor/s and/or Debtors.
- 9. I / We do hereby furthermore cede and make over unto and in favour of the Supplier, as its sole and absolute property, any claim of whatever nature, based hereon or flowing or arising here from, which I / we may have or acquire against any of the persons covered hereby, for the benefit of any indebtedness which I / we may have hereunder. I / We furthermore undertake and bind myself/ourselves to take whatever necessary action to enforce settlement of any such claim, upon the Supplier's request and in terms of its directions. Nonetheless the Supplier shall be and remain entitled to use its own or my/our name and to take such action as it may elect for purposes thereof. The other provisions of this document shall also *mutatis mutandis* apply to this clause.

IMPORTANT

Please ensure that all signatories and witnesses initial each page including THE STANDARD TERMS AND CONDITIONS OF SALE (Only use black pen)

10. I / We hereby agree and consent that the Supplier shall be entitled, as its option, to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court having jurisdiction in respect of my/our person, notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
11. I / We acknowledge and agree that a certificate signed by the Credit Manager of the Supplier for the time being setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and constitute prima facie proof per se of the amount of my/our indebtedness to the Supplier.
12. I / We hereby choose the Customer's physical address as described in paragraph 2 of Section A on page 1 of this application as his/her/our chosen *domicilium citandi et executandi* for the service of any legal process.
13. I / we herewith accept that I/we will be held liable for all legal costs on a scale as between attorney and client, including collection commission charges and tracing agent costs, from the date of hand over by Sensor Security Systems to their attorneys for the recovery of any arrear amounts".

Signed atthis.....day of.....20.....

<p>1. Signed by Surety Please print name:</p>	<p>..... Signed by Witness no 1 Please print name:</p>
<p>2. Signed by Surety Please print name:</p>	<p>..... Signed by Witness no 2 Please print name:</p>
<p>3. Signed by Surety Please print name:</p>	<p>..... Signed by Witness no 3 Please print name:</p>