



KHANYISA
Electrical Suppliers

PHYSICAL ADDRESS: Unit 16 Kyalami View, Forssman Close, Barbeque Downs

POSTAL ADDRESS: PO Box 30393, Kyalami, 1684

PHONE: +27 (0) 11 466 4137

FAX: +27 (0) 11 466 4140

E-MAIL: info@khanyisa.co.za

WEB: www.khanyisa.co.za

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www.khanyisa.co.za

LEADING ELECTRICAL SUPPLIERS

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APPLICATION FOR CREDIT FACILITIES

INCORPORATING CONDITIONS OF SALE AND SURETYSHIP

BETWEEN

KHANYISA ELECTRICAL SUPPLIERS PTY LTD

REG 2008/026316/07

(hereinafter referred to as the "Creditor")

AND

(Company – hereinafter referred to as the "Debtor")

DIRECTORS: Clive Kalil (MD) Mamello Khuto

LEVEL 3 BEE Supplier

VAT NO: 4150176883

REG NO: 2008-026316/07



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ANNEXURE A

DEBTOR

TRADING NAME:

REGISTERED NAME:

DATE OF ESTABLISHMENT:

TYPE OF BUSINESS:

LTD

PTY LTD

CC

PARTNERSHIP

PRIVATE OWNER

COMPANY REG. NO:

PLEASE ATTCH COPY OF REGISTRATION CERTIFICATE

THE ABOVE ENTITY IS THE CONTRACTING PARTY TO THIS AGREEMENT, REFERRED TO AS THE PURCHASER

DEBTOR INFORMATION

VAT REG NO:

NATURE OF BUSINESS:

POSTAL ADDRESS:

CODE:

PHYSICAL ADDRESS:

CODE:

The PURCHASER chooses the above physical address as the domicilium citandi et executandi

DELIVERY ADDRESS:

CODE:

If more than ONE delivery address, PURCHASE ORDERS must clearly state delivery address

TELEPHONE:

()

ALTERNATE TEL:

()

FAX:

()

E-MAIL:

BANKING DETAILS

BANK:

BRANCH CODE:

ACC NO:

Name of account if different from Trading or Registered name:



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DIRECTORS / MEMBERS / PARTNERS / OWNERS

FULL NAMES	RESIDENTIAL ADDRESS	CONTACT AND ID NUMBER
1. <input type="text"/>	<input type="text"/>	TEL: <input type="text"/> ID: <input type="text"/>
2. <input type="text"/>	<input type="text"/>	TEL: <input type="text"/> ID: <input type="text"/>
3. <input type="text"/>	<input type="text"/>	TEL: <input type="text"/> ID: <input type="text"/>
4. <input type="text"/>	<input type="text"/>	TEL: <input type="text"/> ID: <input type="text"/>

PURCHASE ORDERS

DOES YOUR COMPANY ISSUE PURCHASE ORDER NUMBERS? YES NO

WHAT IS THE AUTHORIZED METHOD FOR SUPPLY OF GOODS? PO NUMBER ONLY VERBAL

IF YES, WHO IS AUTHORIZED TO ISSUE PURCHASE ORDERS ON BEHALF OF YOUR COMPANY?

NAME: NAME:

TRADE REFERENCES

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

CREDIT LIMIT REQUIRED

AMOUNT: R 00 TERMS STRICTLY 30 DAYS FROM DATE OF STATEMENT

REPRESENTATIVE - KHANYISA ELECTRICAL

WOULD YOU LIKE A REPRESENTATIVE ALLOCATED TO YOUR ACCOUNT? YES NO

REPRESENTATIVE ALLOCATED: OFFICE USE ONLY

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OTHER COMMENTS OR NOTES

THIS DONE AND SIGNED AT	THIS	DAY OF	20
SIGNATORY	WITNESS 1	WITNESS 2	
NAME:	NAME:	NAME:	
SURNAME:	SURNAME:	SURNAME:	
POSITION:			
SIGNATURE:	SIGNATURE:	SIGNATURE:	

PURCHASE AGREEMENT - TERMS AND CONDITIONS OF SALE

1. PARTIES to the AGREEMENT

- 1.1.1 Khanyisa Electrical Suppliers, shall for all intents and purposes for this agreement be known as KHANYISA ELECTRICAL with domicilium citandi et executandi at its address as Unit 16 Kyalami View, Forssman Close, Barbeque Downs, Kyalami, and
- 1.2 The purchaser as defined in ANNEXURE A (Credit Application) to this AGREEMENT.
- 1.3 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd and the Purchaser also referred to as a PARTY or, in combination as the PARTY.
- 1.4 Either PARTY may change its domicilium citandi et executandi by written notice sent by registered post or by facsimile or delivered by hand to the other PARTY. Any notice addressed and sent by prepaid registered post to either PARTY's domicilium citandi et executandi shall be conclusively deemed to have been given to and received on the 3rd day after the date of posting, or if sent by facsimile on the date of transmission or if delivered by hand, on the date of delivery.

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2. ONLY AGREEMENT

- 2.1 The PARTIES declare that they have read and understood the terms and conditions of this AGREEMENT and agree that this AGREEMENT is the only AGREEMENT between them on the subject matter covered in this document and shall be known as "Khanyisa Electrical Suppliers PTY Ltd STANDARD TERMS and CONDITIONS of SALE".
- 2.2 However, the PARTIES agree that KHANYISA ELECTRICAL SUPPLIERS PTY Ltd can specify additional SPECIAL CONDITIONS on an official KHANYISA ELECTRICAL SUPPLIERS PTY Ltd QUOTE that shall be valid for that KHANYISA ELECTRICAL SUPPLIERS PTY Ltd QUOTE only and shall become binding on the PURCHASER placing a PURCHASE ORDER with KHANYISA ELECTRICAL for that KHANYISA ELECTRICAL SUPPLIERS PTY Ltd QUOTE.
- 2.3 Subject to CLAUSE 8 below, any AMENDMENTS to this AGREEMENT must be reduced to writing and signed by both PARTIES.

3. GOODS

The GOODS and SERVICES covered under this AGREEMENT shall be those in any official KHANYISA ELECTRICAL QUOTE, INVOICE CATALOGUE, WEBSITE, BROCHURE, PRICELIST or LETTER. KHANYISA ELECTRICAL SUPPLIERS PTY Ltd reserved the right to add, amend or withdraw/discontinue GOODS at any time without prior notice.

4. PRICES

PRICES in catalogues, pricelists, brochures and websites are indicative only. PRICES are only valid if confirmed in writing in the form of an official KHANYISA ELECTRICAL QUOTES, ORDER CONFIRMATION or INVOICE and for the quoted validity period. All prices are subject to changes in exchange rates and statutory charges/costs/duties from confirmation date by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd (as specified above) to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd INVOICE date.

5. FORMATION OF SALE

- 5.1 A SALE takes place on either:
- 5.1.1 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd accepting a written PURCHASE ORDER from PURCHASER.
- 5.1.2 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd receiving its written QUOTE back within the specified period, signed by the PURCHASER.
- 5.1.3 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd raising an invoice for the GOODS.
- 5.1.4 PURCHASER returning the signed written KHANYISA ELECTRICAL SUPPLIERS PTY Ltd ORDER CONFIRMATION to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd.

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- 5.2 Without derogating from the generality thereof, writing can be in the form of post (paper), facsimile or e-mail, provided it is clear from the content that it is a KHANYISA ELECTRICAL SUPPLIERS PTY Ltd QUOTE or ORDER CONFIRMATION or a PURCHASER PURCHASE ORDER.
- 5.3 The PARTIES agree that documents in the execution of this CLAUSE can be electronically generated, transmitted and stored. The PARTIES agree that electronically generated data substantiating successful or failed transmission by facsimile or e-mail shall be acceptable as evidence and can be submitted by either PARTY. For the purposes of this CLAUSE, transmission shall include both sending and/or receiving.

6. LOAN GOODS

KHANYISA ELECTRICAL SUPPLIERS PTY Ltd may supply GOODS on loan to the PURCHASER. All loan GOODS shall be INVOICED as if GOODS HAVE BEEN PURCHASED BY purchaser. All loan goods must be returned to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd in terms of the conditions specified on the INVOICE. GOODS not returned, or returned with any damage, are payable in full by PURCHASER, after written notification by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd to PURCHASER of the damage.

7. STANDARD PAYMENT TERMS and CONDITIONS

- 7.1 In the event of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd denying or revoking credit, all payments shall be in advance of DELIVERY.
- 7.2 PURCHASER shall make full payment free and without any deductions for whatever reason including but not limited to banking charges and settlement discounts. Payment shall be made by either a valid bank cheque made out to KHANYISA ELECTRICAL SUPPLIERS (clearly crossed and marked: Not Negotiable and Not Transferable) or an electronic bank transfer to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd's bank account designated from time to time in writing, currently being: Nedbank, Business Northrand, Branch Number 146905, Account No. 1469069806.
- 7.3 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd reserves the right to prescribe a payment form and/or method and/or place as well as not to release GOODS for DELIVERY before KHANYISA ELECTRICAL SUPPLIERS PTY Ltd is satisfied with the payment and/or the irrevocability of a payment.
- 7.4 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall be entitled to charge interest on any and all outstanding amounts however arising from the date of the KHANYISA ELECTRICAL SUPPLIERS PTY Ltd INVOICE to the date of full settlement at a rate of 2.5% above the prime rate charged by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd's bankers, currently Nedbank.

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- 7.5 If, for whatever reason, payment is not made on due date, a certificate signed by a member of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd whose office need not be proved shall be prima facie proof, both as to the existence of the debt as well as the amount owing by the PURCHASER, and that such amount is due, owing and payable.
- 7.6 If PURCHASER fails to pay to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd on the due date any sum payable in terms of the AGREEMENT or any other amounts owing by PURCHASER, or commit a breach of its obligations in terms of this AGREEMENT or commit an act of insolvency, or being an incorporated company or close corporation be placed under provisional or final liquidation or judicial management, or effect a compromise with its credits, or should KHANYISA ELECTRICAL SUPPLIERS PTY Ltd at any time otherwise have cause to be dissatisfied with the PURCHASER's financial position, KHANYISA ELECTRICAL SUPPLIERS PTY Ltd may at its sole discretion, without prejudice to any other rights, either suspend further DELIVERIES and require payment in advance for all or any DELIVERIES, or terminate a SALE or this AGREEMENT forthwith. KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall also have the right to demand and enforce immediate payment of DELIVERIES already made, notwithstanding any earlier agreement for credit. In the event of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd having to utilize the services of its attorneys for the collection of any monies due to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd by the PURCHASER, or for any other reason arising from a SALE, PURCHASER shall be liable for, and herewith agrees to pay, any and all costs so incurred, including attorney/client costs and charges.
- 7.7 In the event of any dispute arising between KHANYISA ELECTRICAL SUPPLIERS PTY Ltd and PURCHASER on any aspect of the account or any other dispute or complaint, PURCHASER shall not be entitled to withhold any payments due and shall continue to pay all amounts due by PURCHASER to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd, who shall be entitled to recover and accept these payments. The acceptance of the payments by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall be without prejudice to and shall not in any manner whatsoever affect any other rights KHANYISA ELECTRICAL SUPPLIERS PTY Ltd may have against the PURCHASER.

8. CREDIT TERMS

KHANYISA ELECTRICAL SUPPLIERS PTY Ltd may in its sole discretion grant, deny, change or revoke credit to PURCHASER without giving any reasons. Additional terms and conditions for such Credit may be specified at the sole discretion of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd. No credit will be applicable if not in WRITING and signed by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd. Once, and for as long as credit has been approved by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd, it shall form part of this AGREEMENT as ANNEXURE A and amended at KHANYISA ELECTRICAL's discretion from time to time and will be of immediate effect. A Deed(s) of Suretyship(s) to KHANYISA ELECTRICAL SUPPLIERS PTY Ltd's satisfaction may be required and added to this AGREEMENT as ANNEXURE B.

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9. DELIVERIES AND COLLECTION

- 9.1 Delivery shall include both deliveries and collections by either PARTY from the other PARTY. DELIVERY shall be deemed to have taken place on the recipient's employee or agent signing for receipt of the GOODS on a delivery note/invoice/ waybill or job card.
- 9.2 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall attempt to DELIVER GOODS on or as close to agreed dates as possible but does not guarantee any DELIVERY dates and is not liable in any way whatsoever for any direct or indirect damages suffered by PURCHASER as a result of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd not DELIVERING the GOODS on time.

10. RISK AND OWNERSHIP

Ownership of GOODS shall vest in KHANYISA ELECTRICAL SUPPLIERS PTY Ltd until PURCHASER has paid for the GOODS in full, but risk shall pass to the PURCHASER on DELIVERY.

11. PART DELIVERY and INVOICING

KHANYISA ELECTRICAL SUPPLIERS PTY Ltd may supply and invoice part of a PURCHASE ORDER and PURCHASER is obliged to pay for such partial supply as invoice.

12. DELAY OR IMPOSSIBILITY OF PERFORMANCE

KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall have the right to suspend the DELIVERY of all or any GOODS to the extent and for as long as such delay is caused by or attributable to acts of God and/or circumstances beyond reasonable control including, but not limited to, war, sanctions, rebellion, strikes, breakdown or machinery, civil commotion or unrest, inadequate supply of trucks or other transport, or labour or raw material, floods, storms, official and unofficial boycotts or acts of State. KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall further have the right if any of the foregoing circumstances persist for a period of 90 (ninety) days or longer, and while these circumstances persist, by written notice to PURCHASER, to forthwith cancel a SALE in respect of those GOODS not delivered as at the date of cancellation. KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall not be liable for any losses or damages suffered by PURCHASER as a result of such suspension or cancellation, but PURCHASER shall remain liable for the PRICE of GOODS DELIVERED by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd up to the date of such suspension or cancellation.

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13. COMPLAINTS and RETURN of GOODS

13.1 KHANYISA ELECTRICAL SUPPLIERS PTY Ltd reserves the right to refuse to recognize any complaint from PURCHASER in respect of specification, quantity, faulty GOODS or short delivery of GOODS unless such complaint is lodged in writing with KHANYISA ELECTRICAL SUPPLIERS PTY Ltd within 5 (five) working days of DELIVERY of the GOODS to PURCHASER, or such longer periods as may be agreed in writing between PURCHASER and KHANYISA ELECTRICAL SUPPLIERS PTY Ltd for certain specific GOODS.

13.2 PURCHASER must submit the original or copy of a signed KHANYISA SUPPLIERS PTY Ltd INVOICE before any credits will be considered.

14. JURISDICTION AND COSTS

14.1 For the purpose of any action arising herefrom PURCHASER hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to the provisions of the Magistrate's Court Act (Act No. 32 of 1944) or any amendment or re-enactment thereof, provided that KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall be entitled at its entire discretion to institute proceedings in any other court which may otherwise have jurisdiction in respect of such action.

14.2 This AGREEMENT shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection herewith shall be determined in accordance with such laws.

15. INDULGENCES

No indulgences granted by KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall constitute a waiver, notation and/or abandonment of any of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd's right under this AGREEMENT.

KHANYISA ELECTRICAL SUPPLIERS PTY Ltd shall not be precluded, as a consequence of having granted such indulgence, from exercising any legal right against PURCHASER.

16. SEVERABILITY OF CLAUSES

Each CLAUSE of this AGREEMENT is severable, the one from the other, and if any CLAUSE is found to be defective or unenforceable for any reason by any competent court, the remaining CLAUSES shall be of full force and effect and continue to be of full force and effect.

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THIS DONE AND SIGNED AT		THIS		DAY OF		20	
-------------------------	--	------	--	--------	--	----	--

SIGNATURE - PURCHASER:	
------------------------	--

FULL NAME - PURCHASER:	
------------------------	--

SIGNATURE - WITNESS:	
----------------------	--

FULL NAME - WITNESS:	
----------------------	--

	"THE DEBTOR"
--	---------------------

(Insert full name of Company)

unto and in favour of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd ("the CREDITOR") or its successors in title or assigns for:

- (a) the repayment of all or any such sum or sums of money which the DEBTOR may now or from time to time hereafter owe or be indebted to the CREDITOR for any cause whatsoever and/or for
- (b) the due and punctual performance by the DEBTOR of all its obligations which are now due or which may from time to time become due.

Without in any way derogating from the generality of the foregoing, I agree to be bound by the following terms and conditions:

1. I renounce the benefits of all the legal exceptions of "division" and "excursion"
2. Should the DEBTOR fail and/or refuse to discharge any of its obligations on due date, the CREDITOR shall be entitled to demand from the DEBTOR immediate performance of all the obligations and/or payment of all monies then lawfully due and owing by the DEBTOR to the CREDITOR, which demand I shall comply with within (7) seven days.
3. The CREDITOR'S rights hereunder will not be prejudiced by reason of any election on the part of the CREDITOR in regard to alternative remedies available to it against the DEBTOR, it being the intention that the CREDITOR shall, without prejudicing its rights hereunder, have a full and free discretion as to the choice and method of enforcement of its rights against the DEBTOR.
4. I undertake to pay all legal costs incurred by the CREDITOR in demanding and enforcing compliance with its obligations in terms hereof on an attorney and client scale.
5. I select as domicilium citandi et executandi for all purposes of the suretyship (street address, not postal address):

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No change of such address is valid unless the CREDITOR has been notified in writing and a written acknowledgement of receipt of such change has been received from the CREDITOR. I further agree that any notice sent to me by prepaid registered post at such address shall be deemed to have reached me on the third day after dispatch, unless the contrary be proved.

6. For the purpose of any action arising here from, I hereby consent 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 me in terms of Section 28(1) of the said Magistrate's Court Act. Notwithstanding the foregoing, I specifically agree that THE CREDITOR may in his/its discretion disregard the foregoing consent to jurisdiction and institute any such proceedings in any Division of the High Court of South Africa having jurisdiction, providing that the cause of action would, but for the aforesaid consent, be beyond the jurisdiction of the Magistrate's Court.
7. A certificate signed by a director of the CREDITOR, whose appointment, qualification and/or authority shall be presumed unless the contrary is proved, as to the amount of my indebtedness hereunder or that of the DEBTOR to the CREDITOR at the date of that Certificate shall be:
 - Prima facie evidence of the amount of indebtedness in that Certificate;
 - Binding on me in any proceedings instituted by the CREDITOR in any competent court for the purpose of obtaining provisional sentence or summary judgment against me or any other purpose whatsoever.
8. No waiver of any of the terms and conditions of the credit application shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given
9. I herewith acknowledge that I am an authorized signatory for and on behalf of my Company.

THIS DONE AND SIGNED AT		THIS		DAY OF		20	
SIGNATORY		WITNESS 1		WITNESS 2			
NAME:	<input type="text"/>	NAME:	<input type="text"/>	NAME:	<input type="text"/>		
SURNAME:	<input type="text"/>	SURNAME:	<input type="text"/>	SURNAME:	<input type="text"/>		
POSITION:	<input type="text"/>						
SIGNATURE:	<input type="text"/>	SIGNATURE:	<input type="text"/>	SIGNATURE:	<input type="text"/>		

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ANNEXURE B - DEED OF SURETYSHIP

I, the undersigned

(insert first name, all initials and surname of SURETY)

ID NUMBER:

do hereby unconditionally and irrevocably bind myself jointly and severally as SURETY and co-principal debtor with

<input type="text"/>	"THE DEBTOR"
----------------------	---------------------

(insert full name of company)

unto and in favour of KHANYISA ELECTRICAL SUPPLIERS PTY Ltd ("the CREDITOR") or its successors in title or assigns for:

- (a) the repayment of all or any such sum or sums of money which the DEBTOR may now or from time to time hereafter owe, or be indebted to the CREDITOR for any cause whatsoever and/or for
- (b) the due and punctual performance by the DEBTOR of all its obligations which are now due or which may from time to time become due.

Without in any way derogating from the generality of the foregoing, I agree to be bound by the following terms and conditions:

1. I renounce the benefits of the legal exceptions of "division" and "excursion".
2. Should the DEBTOR fail and/or refuse to discharge any of its obligations on due date, the CREDITOR shall be entitled to demand from me immediate performance of all the obligations and/or payment of all monies then lawfully due and owing by the DEBTOR to the CREDITOR, which demand I shall comply with within 7 (seven) days.
3. The Creditor's rights hereunder will not be prejudiced by reason of any election on the part of the CREDITOR in regard to alternative remedies available to it against the DEBTOR, it being the intention that the CREDITOR shall, without prejudicing its rights hereunder, have a full and free discretion as to the choice and method of enforcement of its rights against the DEBTOR.
4. I undertake to pay all legal costs incurred by the CREDITOR in demanding and enforcing compliance with my obligations in terms hereof, on an attorney and client scale.
5. I select as domicilium citandi et executandi for all purposes of the suretyship (street address, not a postal address):

DIRECTORS: Clive Kalil (MD) Mamello Khuto

LEVEL 3 BEE Supplier

VAT NO: 4150176883

REG NO: 2008-026316/07



KHANYISA

Electrical Suppliers

PHYSICAL ADDRESS: Unit 16 Kyalami View, Forssman Close, Barbeque Downs

POSTAL ADDRESS: PO Box 30393, Kyalami, 1684

PHONE: +27 (0) 11 466 4137

FAX: +27 (0) 11 466 4140

E-MAIL: info@khanyisa.co.za

WEB: www.khanyisa.co.za

skype khanyisaelectrical

www.khanyisa.co.za

LEADING ELECTRICAL SUPPLIERS

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No change of such address is valid unless the CREDITOR has been notified in writing and a written acknowledgement of receipt of such change has been received from the CREDITOR. I further agree that any notice sent to me by prepaid registered post at such address shall be deemed to have reached me on the third day after the date of dispatch, unless the contrary be proved.

6. For the purpose of any action arising here from I hereby consent 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 me in terms of Section 28(1) of the said Magistrate's Court Act. Notwithstanding the foregoing, I specifically agree that the CREDITOR may in his/its discretion disregard the foregoing consent to jurisdiction and institute any such proceedings in any Division of the High Court of South Africa having jurisdiction, provided that the cause of action would, but for the aforesaid consent, be beyond the jurisdiction of the Magistrate's Court.
7. A certificate signed by a director of the CREDITOR, whose appointment, qualification and/or authority shall be presumed unless the contrary is proved, as to the amount of my indebtedness hereunder or that of the DEBTOR to the CREDITOR at the date of that Certificate shall be:
 - 7.1 prima facie evidence of the amount of indebtedness in that Certificate;
 - 7.2 binding on me in any proceedings instituted by the CREDITOR in any competent court for the purpose of obtaining provisional sentence or summary judgment against me or any other purpose whatsoever.
8. No variation of this suretyship shall be of any force or effect unless reduced to writing and signed by the CREDITOR and me.
9. No waiver of any of the terms and conditions of the suretyship shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given.
10. I acknowledge that I shall only be released from my obligations under this suretyship on written notice from the CREDITOR acknowledging that such suretyship has been terminated, but such termination shall only come into effect when the sum or sums already due or accruing at the date of receipt of such notice has been fully paid by me.
11. I acknowledge that this suretyship was complete in all respects at the time of signature thereof.
12. I acknowledge that this document is an unconditional suretyship.

THIS DONE AND SIGNED AT		THIS		DAY OF		20	
SIGNATORY		WITNESS 1		WITNESS 2			
NAME:	<input type="text"/>	NAME:	<input type="text"/>	NAME:	<input type="text"/>		
SURNAME:	<input type="text"/>	SURNAME:	<input type="text"/>	SURNAME:	<input type="text"/>		
POSITION:	<input type="text"/>						
SIGNATURE:	<input type="text"/>	SIGNATURE:	<input type="text"/>	SIGNATURE:	<input type="text"/>		

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