



Normandien Farms (Pty) Ltd
Registration No. 2000/015374/07
P. O Box 13559, Cascades, 3202
Corner of Umlaas and Richmond Roads
Thornville, Kwa-Zulu Natal
South Africa

Deed of Suretyship

Normandien Farms (Pty) Limited

Name	
Date	YYYY / MM / DD

The original completed Deed of Suretyship must be returned to Normandien Farms head office.

I, the undersigned,

Do hereby bind myself jointly and severally in favour of :

Normandien Farms (Pty) Ltd

(hereinafter called "the creditor")

As a surety for and co-principal debtor *in solidum* with:

(hereinafter called "the Debtor")

For the due payment of every sum of money which now may or at any time hereafter be or become owing by the Debtor to the Creditor from whatsoever cause or causes arising, and for the due performance of every other obligation, however arising. Which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I hereby agree that:

1. These presents shall establish a continuing covering liability on my part for whatever amount/s and whatever obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any immediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term for all intents and purposes of these presents include sequestration, surrender, winding up and judicial management) or legal disability of the Debtor, or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the creditor will have agreed in writing to cancel these presents, provided that:
 - 1.1 the Creditor shall be obliged to agree in writing to such cancellation at my written request if, and only if at the time such request is communicated to the Creditor there is no actual or contingent indebtedness or other obligation whatsoever owing by the Debtor and the Creditor, and
 - 1.2 of there be more than one of us, such request shall not be capable of being made excepted by all of us who are bound hereunder at the time the same is made;
2. these present shall be and remain binding on the other or others of us notwithstanding the death, insolvency or other legal disability of any one or more of us notwithstanding that it may for any other reason have ceased to be binding in while or in par on any one or more of us;
3. without restricting the generality of anything hereinbefore contained, my liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor to the Creditor

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but shall also cover all amounts making up the indebtedness, including in particular, interest commissions, stamps and other charges;

4. it shall at all times be in the discretion of the Creditor to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor;
5. all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me;
6. a certificate signed by any director of the Creditor as to the existence and amount of the indebtedness of the Debtor to the Creditor at any time and as to the fact that the same is due and payable shall be sufficient proof for the purposes of provisional sentence or summary judgment against the or any one or more of us in any competent court, of the existence of the debt/s referred to in such certificate and amount/s owing thereon and the fact that such amount/s is/are liquidated, due owing and has/have not been paid;
7. no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditor to the Debtor or to me or any one of us or to any other surety/ies for and/or co-principals debtor/s with the Debtor, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me or the other/s if us as case may be, from liability hereunder *in solidum*;
8. in the case of death, insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of, the Debtor or any one or more of us or any other surety/ies for and co-principal debtor/s with the Debtor;
 - 8.1 the creditor shall be entitled to prove its claim against the estate concerned or in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof, shall in any way affect or derogate from the Creditor's right to recover from me or the other/s if us, as the case may be, the amount/s for which I or the other of us, as the case may be, may be or become liable to the Creditor hereunder;
 - 8.2 any dividends to other payment/s actually received by the Creditor from the estate concerned or out of the winding up or judicial management concerned, or in terms of such assignment, compromise, composition, scheme or arrangement, shall (as far as I or as the case may be, the other/s of us will be concerned) either, at the Creditors option:
 - 8.2.1 be applied on amount of the Debtor's indebtedness to the Creditor without released me or the other/s of us from liability to the Creditor for the balance of such indebtedness; or

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- 8.2.2 be treated and held by the Creditor as cash security for the liability hereunder of me, or the other/s of us, as the case may be, to the Creditor until such time as the Creditor will choose to apply the same towards such liability or whichever is the sooner, until the creditor will have recovered the full amount of such liability, provided that after the Creditor will have received from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Creditor to me in equal shares or, as the case may be, the other of us if the others of us in equal shares, and provided further that the Creditor shall not be liable for the payment of interest in any such cash security; and
- 8.3 all costs of any incidental to the proof of the Creditor's claim against such estate or in such winding up, judicial management, assignment, compromises, composition, scheme or arrangement, as well as all costs and expenses of maintaining, conserving and/or realizing any security which the Creditor may hold for its claim and all sums including any contribution, shall be recoverable by the Creditor from me or the other of us or the others of us jointly and severally, as the case may be;
9. the Creditor shall at all times be entitled to apply any amount/s received by it from the Debtor or from me or from anyone or more of us or from any other surety/ies for and/or principal debtor/s with the Debtor, or from the proceeds of any relevant security or otherwise, to such debt/s of the Debtor as the Creditor may in its discretion decide and whenever the Creditor may in its discretion think fit to do so;
10. each of such shall be bound *in solidum* in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this documents become bound in terms hereof;
11. without prejudice to anything hereinbefore contained, these presents shall apply to any cover the Creditor in respect of:
- 11.1 any claim/s which it may have acquired or may in future acquire against the Debtor from any company, person, partnership, association or other legal personae whomsoever or whatsoever, whether by cession or otherwise; and
- 11.2 any present or future liability of the Debtor to the Creditor as surety for and/or principal debtor and/or indemnifier and/or intercessor for or with any other person, firm, company, partnership or association whomsoever or whatsoever,

And that the provisions of this clause shall be construed accordingly.

12. I renounce the benefits of the legal exceptions "*excussion*", a "*division*", "*cession of action*", "*non causa debiti*", "*no value received*", "*revision of accounts*" and "*de duobus vel pluribus reis debendi*", with the full meaning and effects whereof I declare myself to be acquainted.
13. in terms of Section 45 of the Magistrates Court Act 1977, I hereby consent to the jurisdiction of the Magistrates Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me or any one or more of us by the Creditor. It shall

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nevertheless be entirely within the discretion of the Creditor whether to proceed against me in such Magistrate's Court or to do so in any other court having jurisdiction.

14. I hereby choose *domicilium citandi et executandi* for all purposes arising out of these presents at:

15. if I am or any one or more of us in a company, each company hereby warrants to the Creditor that it has a material interest in securing the indebtedness covered by these presents, which is entered into for its benefit, and I (the person/s signing these presents on behalf of such company) shall be deemed by virtue of my signature hereto to be a party with such company, to the foregoing warranty in my personal capacity and to warrant jointly and severally to the Creditor that I am duly authorised to execute there presents on behalf of such company.

THUS DONE AND SIGNED at _____ on this ____ day of _____ 2013.

Name and Signature of surety

As witnesses:

1.	2.
_____ (Signature)	_____ (Signature)
_____ (Full Name)	_____ (Full Name)