

RENTAL AGREEMENT (CPA)

Contract No



LIMPOPO

saving you time. saving you money. putting you first.

KCS Office Management (Pty) Ltd t/a Nashua Limpopo
PO Box 716, Polokwane, 0700
C/O Veldspaat & Prince Hussein Street, Magna Via, Polokwane, 0700
Vat No: 4400220440 Reg No: 2004/031087/07 Tel: 015 590 0319 Fax: 015 495 0935

USER

Name/Legal Persona			
Trading as			
Registration No	VAT Reg No		
Physical Address			
Postal Address			
E-Mail Address			
Telephone No	Fax No		

SURETY I/We hereby bind my/ourselves as surety/ies and co-principal debtor(s) in accordance with the suretyship herein and conditions set overleaf which have been read and understood by me/us, and hereby choose the below address as my/our *domicilium citandi et executandi*

1. Full Names of (Address)	1. Signature ID No	Witness Signature
2. Full Names of (Address)	2. Signature ID No	
3. Full Names of (Address)	3. Signature ID No	

Print Full Name

The Renter rents the Goods to the User on the terms of this Contract, which is made up of this Schedule and the Terms and Conditions attached.

SCHEDULE

Description of Goods	Serial Number	Monthly Rental excluding VAT
		VAT
		TOTAL

Initial Rental Period _____ months Annual escalation in rental Select with X

Commencement Date _____ % SEE Clause 19

FIXED	
VARIABLE	

SEE CLAUSE 20

User Signature

User confirms that this payment plan was complete and that the terms and conditions overleaf have been read at the time of signature.

DEBIT ORDER AUTHORIZATION, we request the Renter or its Cessionary to draw against my / our bank account, wherever it may be the amount due in terms of this Contract.

Bank _____	Branch Code _____	Branch _____	Account No _____	Signature	Signature
Name of Account Holder _____			Print Full Name	Print Full Name	

The User hereby warrants that payment of the first rental shall constitute an acknowledgement by the User that the Goods are in proper working order and correctly installed.

TO BE COMPLETED BY THE PERSON SIGNING THE CONTRACT

I, _____ the person signing the above Contract on behalf of the User in his/her capacity
Print Full Name

as _____ of the User, hereby certify, warrant and agree that:

- I have been duly authorised to sign the document on behalf of the User.
- I have been given enough opportunity to read the Contract, which has been explained to me by the Renter, and have read it properly and understand all the User's rights and obligations. I have also paid specific attention to the clauses which are emphasized.
- No representation has been made to me by the Renter or any of its representatives or agents as to the meaning of the contents of the Contract.
- The User may rescind the Contract if it came about due to direct marketing by giving the Renter written notice of cancellation in the form set out in the CPA by registered post or fax or hand or e-mail within 5 (five) working days of the date of signing this Contract or of the date on which the goods were delivered to the User, whichever is the later. If the User cancels the Contract as aforesaid, the User must at its cost and risk return any Goods which have been delivered to it within 10 (ten) working days of having received them. The Renter will refund any monies paid by the User within 15 (fifteen) days of receiving the notice or return of the Goods, provided that the User has paid the costs allowed for in clause 9 to the Renter.

This Contract is executed at _____ on this _____ day of _____ 20____

On behalf of User Signature _____	On behalf of Renter Signature _____
Name (Print) _____	Name (Print) _____
Witness _____	Witness _____
Name (Print) _____	Name (Print) _____

TERMS AND CONDITIONS (CONSUMER PROTECTION ACT)

If after reading this Contract you are not certain of your rights and your risks and obligations, we recommend that you obtain further advice.

1. This rental contract ("the/this Contract") is made up of the Rental Schedule on page 1 ("the Schedule") and the terms and conditions below.
2. In this Contract, "CPA" means the Consumer Protection Act 68 of 2008 (including its Regulations) as amended from time to time, if and only to the extent that it is applicable; "the Parties" means you and us; "Party" means you or us; "Prime Rate" means the interest rate published by our bankers from time to time as their prime lending rate, as certified by any manager of the said bankers whose appointment and designation need not be proved; "working day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
3. We rent the Goods described in the Schedule (the "Goods") to you, and you hire the Goods at the rental specified in the Schedule (the "Rental") on the terms of this Contract. Any reference to the Goods will include any substituted or replaced Goods.
4. This Contract and the Initial Rental Period starts on the Commencement Date in the Schedule, irrespective of when it is signed by you or us.
5. This agreement commences on the commencement date set out in the schedule and shall continue indefinitely until terminated by either of the parties giving the other one calendar month's written notice of termination, provided that, no notice may be given to expire before the effluxion of the Initial Rental Period stipulated in the schedule.
6. You acknowledge that (i) we have bought or will buy the Goods only for the purpose of renting the Goods to you in terms of this Contract; (ii) you have chosen the Goods and us as the supplier of the Goods; and (iii) we do not know the purpose for which you require the Goods. It is your sole responsibility to ensure that you inspect the Goods thoroughly and reasonably ensure that you are satisfied with the Goods and that they are in good working order and condition before you accept delivery thereof and before you sign a delivery receipt for the Goods. You agree that, when you sign a delivery receipt in respect of the Goods ("delivery receipt"), you are declaring to us, in addition to any other declarations in the delivery receipt, that (i) you have inspected the Goods before accepting delivery; (ii) you are satisfied with the quantity, quality, condition and suitability of the Goods for your purposes; (iii) the Goods match up with your order and any written specifications you may have given us and conform to all safety standards, and, in the case of used Goods, the Goods also match the description of the Goods contained in the delivery receipt; (iv) the Goods do not have any reasonably detectable defects and are ready to be used in every respect; and (v) you have accordingly accepted delivery of the Goods in all respects. You warrant that anyone who signs a delivery receipt on your behalf will have been authorised by you to do so and that we do not have to enquire into that person's authority.
7. You must, unless we have agreed otherwise in writing, obtain and accept delivery of the Goods from us at your own expense and, if required, arrange for the installation and commissioning of the Goods at your own expense. You agree that you will hold the Goods on our behalf once you have taken delivery of them.
8. You agree that the delivery and/or installation times are only estimates and that, although we will try to adhere to any agreed delivery times, delivery of the Goods or any offer by us to deliver the Goods to you within 30 (thirty) days of the estimated delivery date will be regarded as delivery of the Goods to you. We will not be liable for any costs or losses incurred by you as a result of any delay in the delivery of the Goods.
9. You may not withdraw your signature or cancel the Contract prior to expiry of the Initial Rental Period or return or tender return of the Goods after you have accepted delivery and/or signed a delivery receipt in respect of the Goods and/or signed this Contract unless:
 - 9.1 you have the right to do so in terms of the CPA, which right will at all times be strictly limited as set out in the CPA; and
 - 9.2 you give us written notice by hand, registered mail or fax (in the prescribed form as set out in the CPA, if applicable) within the time periods set out in the CPA, of your intention to cancel or rescind this Contract or return the Goods and/or claim a refund, and set out the reasons why you wish to do so in such notice; and
 - 9.3 if you are in possession of the Goods, you either return the Goods at your or our risk and cost (as the case may be under the CPA or in terms of clause 12 below) or, where the Goods are unsolicited Goods in terms of the CPA, you give us all reasonable access to collect the Goods at our risk and cost, provided you do so within the time periods set out in the CPA. If we are required to by the CPA, and depending on what rights you have under the
10. CPA in the particular circumstances, we will either replace or repair the Goods or refund you any amounts which you may have paid under this Contract after we have deducted the costs and fees which we are allowed to by law. These costs and fees can include (but are not limited to) the costs to restore the Goods to the condition in which they were when they were delivered to you (including packaging and repair costs) and a fee for the period during which the Goods were in your possession. You agree that the aforesaid fee will be a reasonable fee if it is equal to one thirtieth of the Rental for each day you remained in possession of the Goods.
11. If we repair any of the Goods or any component thereof and within 3 (three) months after that repair, the defect has not been remedied or another defect is discovered, we will have the choice as to whether to replace the Goods or to refund you any monies paid, after deduction of any costs and fees permitted in terms of this Contract and/or at law.
12. You must notify us within 14 (fourteen) days of having discovered any defect in the Goods (as defined in the CPA) or of us being in breach and give us 30 (thirty) days written notice by registered post or by hand or fax within which to rectify the breach before you lodge a complaint in terms of clause 46 or bring any legal action permitted under the CPA or at law against us.
13. This following clause is only applicable in the event that you are a private individual or sole proprietor. If you choose to terminate this Contract in terms of section 14 (2)(i)(bb) of the CPA, you must, upon termination, (a) return the Goods to us at your risk and cost in accordance with clause 23, and (b) pay to us all amounts outstanding up to the date of termination and the early cancellation charge we stipulate in contemplation of this Contract enduring for the Initial Rental Period and any repair costs in terms of clause 23. You agree that, unless otherwise determined by a court of law or by the CPA, the early cancellation charge will be reasonable if it is calculated on the basis of the present value of the future rental payments payable up to the expiry of the Initial Rental Period (discounted on the basis of the Prime Rate).
14. Subject to the CPA, all risk of loss, damage, theft and destruction to the Goods will pass to you and remain with you when you take delivery of the Goods or when we no longer have risk in the Goods, whichever is earlier.
15. You acknowledge and agree that:
 - 14.1 Neither we nor any cessionary give any warranties, expressly or implicitly other than as provided in terms of section 55, as read with section 56 of the CPA or in this Contract and manufacturer warranties ordinarily supplied with the Goods;
 - 14.2 subject to the CPA, we have not made and/or you do not rely on any representations made by us or our employees with regard to the Goods or their quality other than those set out in this Contract, and that neither we nor our employees will be liable for any innocent misrepresentations made to you; and
 - 14.3 we and any cessionary are not the manufacturer of the Goods, have not inspected the Goods and could therefore not reasonably have foreseen any manufacturing defect or have discovered any such defect and are therefore not reasonably responsible for any risk which occurs because of a manufacturing defect.
16. This Contract is only for the hiring of the Goods. The Parties agree that any maintenance agreement concluded in respect of the Goods is a separate agreement from this Contract and the Rental payable for use of the Goods does not include any payment for maintenance or servicing of the Goods. You may not refuse to comply with your obligations under this Contract because of any dispute you may have in relation to any maintenance agreement and/or because of any non-performance in terms of any maintenance agreement.
17. You will pay the first Rental on or before the Commencement Date. All the other Rentals will be payable on or before the first day of each following month and will, unless we or our cessionary advise you differently in writing, be payable by means of a debit order. Any payments by cheque or cash must be paid at our address in the Schedule.
18. You must pay the Rentals without set-off or deductions of any kind, and free of bank or other charges. You may not claim any reduction of the Rental in any circumstances and you may not delay or refuse to make payments due to us on the basis of any claim which you may have against us. You agree that, subject to the CPA, your payment obligations are absolute and unconditional and will continue even in the event of any defect in the Goods, or the loss or damage thereof for any reason whatsoever.

INITIALS OF BOTH PARTIES

19. Every year, on the anniversary of the Commencement Date, the Rental will increase by an amount equal to that percentage of the Rental payable during the last month of the previous year as is reflected in the Schedule.

20. If the Schedule shows that the variable option has been selected in relation to Rentals, then we reserve the right to adjust the Rentals if the Prime Rate changes. This change is in addition to the annual increase of the Rentals as provided for in clause 19.

21. You understand that VAT is payable amongst others on each Rental and that the Rentals will change if the rate at which VAT is charged under the Value Added Tax Act No. 89 of 1991 is changed.

22. You and we agree that we or anyone we have transferred our rights to shall at all times during and after termination of this Contract remain the owner of the Goods and that you do not have any rights to the Goods other than as the user thereof, this notwithstanding the fact that where the Goods are software, or include software, that for legal requirements the software may be registered in your name for the duration of this agreement. In the event of the rental of any such software, should you for any reason change your current operating system then you shall be liable, where required, to upgrade the relevant software at your own cost.

23. Upon termination of this Contract in terms of clause 5, you must return the Goods at your own expense to us in good working order and condition, fair wear and tear excepted. We will let you know the address to which you must deliver the Goods. If the Goods are damaged or not in good repair and working condition, we may restore the Goods to good order and working condition and the costs thereof must be paid by you on demand. If you give notice to end this Contract in terms of clause 5 or clause 12 and you do not deliver the Goods to us on or before termination date, you must continue to pay the Rental for every month or part thereof for which you remain in possession of the Goods. You will be liable for any collection and other costs which we may incur in attempting to collect the Goods.

24. You undertake that you will:

- 24.1 use the Goods carefully only for the purposes and in the manner for which they are intended to be used;
- 24.2 maintain the Goods in good working condition at your cost and strictly follow all of our or the manufacturer's instructions as to the use and servicing of the Goods. It is your responsibility to ensure that you read all instruction leaflets and manuals supplied with the Goods and that your employees follow them strictly;
- 24.3 if applicable, ensure that any person who uses the Goods is fully qualified and authorised to operate and/or use the Goods;
- 24.4 only use such consumables as prescribed by the manufacturer or otherwise approved by us;
- 24.5 keep the Goods in your possession and under your control at all times at the address referred to in the delivery receipt(s) and you must get our written permission before you move the Goods to other premises;
- 24.6 allow us or our agent to inspect the Goods at any reasonable time;
- 24.7 comply with all laws relating to the possession, use, operation, licensing, registration and insurance of the Goods;
- 24.8 pay the rental of the premises where the Goods are kept on time and comply with all laws and obligations relating to occupation of such premises. If the Goods are kept on premises which you do not own, you must immediately notify us in writing of the name and address of the owner of the premises. You must also inform any landlord, owner or bondholder of such premises in writing that we own the Goods.

25. You must not:

- 25.1 alter or change the Goods without our written permission;
- 25.2 give the Goods to any other person or sell, let, loan, pledge or transfer the Goods to another person without our written permission and you must not allow the Goods to become subject to any attachment or any legal claim by any third party. Should the Goods become legally burdened, you will immediately attend to having the Goods released.

26. Insurance, and loss, damage or destruction of Goods:

- 26.1 You have the right of free choice in connection with your insurance obligations in terms of section 43 of the Short Term Insurance Act, 53 of 1998 ("Insurance Act"). We will, at your written request, provide you with a copy of section 43 of the Insurance Act. By signing this Contract, you declare to us that (a) you have been given written notice of your right to the freedom of choice referred to in section 43 of the Insurance Act; (b) you have read and understood the said section of the Insurance Act; (c) you have exercised that freedom of choice; and (d) that you were not subject to any coercion or inducement as to the manner in which you exercised that freedom of choice.
- 26.2 You must insure the Goods for all risks and for third party claims until the end of this Contract with a registered insurer of your choice under a separate insurance policy, alternatively under an existing insurance policy. The Goods must be insured for no less than their full market value. You must ensure that our interests in the Goods are duly noted in the relevant policy.
- 26.3 You must pay all insurance premiums on time.

26.4 You must ensure that you comply with all terms, conditions and warranties of the insurance policy and must deliver a copy of the policy to us if asked by us to do so.

26.5 We may at any time ask that you provide proof that the Goods are insured and that the premiums are paid up to date and you must provide this proof within 7 (seven) days of our request. If you fail to provide proof or fail to pay any premium or fail to insure the Goods, you agree that we have the right (but not the obligation), without affecting any other rights we may have, to insure the Goods to their full market value and/or to pay the premium on your behalf, in which case you must pay to us, immediately on request, the premiums and other related costs we may have paid to obtain or continue the insurance.

26.6 You cede (transfer) to us your rights in the insurance policy in terms of this Contract as far as the Goods are concerned. This cession is intended as security for your obligations under this Contract.

26.7 If the goods are damaged, destroyed or lost, you must:

- 26.7.1 immediately advise us in writing and lodge an insurance claim with the insurer of the Goods;
- 26.7.2 ask the insurance company to pay us all proceeds of the policy;
- 26.7.3 if we request you to do so, repair or replace the Goods with similar Goods approved by us and continue paying the Rentals.

26.8 We may, without affecting our other rights and if we choose to do so:

- 26.8.1 replace the Goods with similar Goods out of the proceeds of the insurance policy which we receive; or
- 26.8.2 cancel this Contract and claim payment from you in accordance with clause 28.2, in which case we will use the insurance proceeds we may have received to reduce our damages.

26.9 The provisions of clause 33 will apply to any Goods replaced in terms of this clause 26.

27. You will be in breach of this Contract if you:

- 27.1 do not comply with any term of this Contract or of any other agreement between the Parties (all of which are agreed to be material); or
- 27.2 act in any way which is referred to as an act of Insolvency in the Insolvency Act 24 of 1936; or
- 27.3 allow any final judgement that has been taken against you to remain unpaid for more than 14 (fourteen) days after you become aware of the judgement; or
- 27.4 compromise (that is, ask or agree with a creditor to delay any payment or pay less than is due) or delay any payments owing by you to any of your creditors; or
- 27.5 are sequestered or placed under administration or curatorship, in any event whether provisionally or finally and whether voluntarily or compulsorily; or under business rescue; or
- 27.6 fail to comply with any laws and/or regulations applicable to this Contract and your activities including (but not limited) to any environmental laws or responsibilities and, where applicable, any company laws; or
- 27.7 generally do anything which may harm the rights or cause us to suffer any loss or if our rights under any security given is lessened, lost or harmed in any way; or
- 27.8 make or have made inaccurate or misleading statements or representations in connection with this Contract or your financial affairs, whether before or after you sign this Contract; or
- 27.9 allow the Goods to be seized under legal proceedings issued against you or forfeited to the State or otherwise abandon the Goods.

28. If you are in breach of this Contract, we may, (without affecting any of our other rights) immediately where your breach cannot be remedied, or where the default is capable of remedy and you do not remedy that default within 20 (twenty) working days of written notice from us to do so:

- 28.1 claim immediate payment of the full amount which you would have paid to us had you fulfilled all your obligations under this Contract as if it was then due by you. This includes all amounts then outstanding and amounts which would have become due in the future over the remainder of the unexpired period of the Contract; if you do not make immediate payment, we may, notwithstanding that we choose to claim immediate payment in terms of this sub-clause, claim the relief set out in clause 28.2 below. We shall, pending payment of all those amounts, be entitled to be in possession of the Goods until full payment by you, whereupon the Goods will be returned to you for the remainder of the unexpired period of this Contract and you shall not be entitled to any rebate of Rentals or other amounts by reason of your loss of possession and enjoyment. The risk in the Goods shall however remain with you during the period in which we have possession of the Goods in terms hereof; or
- 28.2 cancel this Contract, take the Goods back, keep all payments

you have made and recover from you all amounts outstanding at date of cancellation, and as pre-estimated liquidated damages 28.2.1 the sum of all amounts payable over the unexpired period of this Contract, and all the quoted costs to repair any damage to the Goods, fair wear and tear excepted; We may also, without affecting any of our other rights, immediately on written notice to you, remotely access the Goods and limit use thereof and/or suspend service of such Goods by any service provider.

29. You will:

- 29.1 pay to us interest at 5% (five per cent) above the Prime Rate on all overdue amounts, from the date that we acquire the right to claim from you until the date we receive payment from you; and
- 29.2 pay or reimburse us any VAT and any costs, including, without limitation, repossession, valuation, storage and marketing costs, collection commission and attorney and own client costs, that may arise in connection with your failure to comply with any of the terms and conditions of this Contract.

30. We may provide a certificate from any of our managers, whose position it will not be necessary to prove, showing the amount that is due to us and how it is calculated. Such certificate will on its mere production be prima facie proof (that is, sufficient proof unless the contrary is proved) of any amount due and/or owing by you in terms of this Contract.

31. Neither we nor anyone acting on our behalf will be liable for, and you indemnify us from any claim, liability, loss, injury, death, damage, cost, expense or penalty whatsoever and howsoever arising including without limitation all direct and indirect, special and consequential losses or damages suffered by you or any third party in connection with or as a result of any act or omission by us or anyone acting on our behalf in relation to the Goods, the servicing, supply and/or delivery of the Goods and the use and removal thereof, other than a claim for liability, loss, injury, death damage, cost, expense or penalty arising from or attributable to:

- 31.1 harm as provided for in terms of the provisions of Section 61 of the CPA, but subject to the exceptions in the CPA; or
- 31.2 our gross negligence or the gross negligence of any person acting for or controlled by us, but in this instance, only for direct damages.

32. We will not under any circumstances be liable for and you hereby indemnify and hold us harmless from any claim, liability, cost, injury, death, expense or penalty suffered or incurred in connection with installation, misuse or abuse of the Goods and/or use or maintenance of the Goods which does not comply with manufacturer's instructions and/or this Contract.

33. If, for any reason after the delivery of the Goods, the Parties agree to substitute the Goods with other Goods, or if the Goods are replaced in accordance with the provisions of this Contract or the CPA, the substituted Goods or replaced Goods will, as from the date of delivery thereof, constitute the Goods and this Contract will continue with respect to those Goods as if they were the original Goods: provided that the Parties shall sign an addendum recording the description of the substituted or replaced Goods. You agree that we or our cessionary will be the owners of such Goods from the date on which they are delivered to you and you agree and undertake to accept delivery of such replacement Goods with the intention that we or our cessionary will become owner thereof.

34. You may not transfer this Contract or any of your rights under this Contract or the Goods to any other person unless we agree to this in writing.

35. We may, with or without notice to you, transfer this Contract and ownership in and to this Contract and the Goods to any other person even though that cession and/or delegation may result in a splitting of claims against you and you agree that you will recognise the transfer and will (a) continue to hold the Goods for such person; (b) continue making all payments due in terms hereof to us, as agent for such person, unless you have been instructed otherwise in writing; and (c) fulfil your obligations to such person.

36. For all purposes of this Contract, you and we choose our respective:

- 36.1 street addresses set out in the Schedule, as the addresses for service of all legal process ("domicilium") or
- 36.2 Where there is no street delivery of post to your chosen address, then we are allowed to send the legal notices to your postal box.

37. Each party may change its domicilium to another street address in the Republic of South Africa by written notice to the other.

38. You must advise us in writing of any change of your particulars in the Schedule. If you fail to give notice of a change of address, we may use the last address we have for you, even if you are no longer there.

39. Unless otherwise stated, notices must be given in writing, and notice will be deemed to have been received 7 (seven) working days after posting, if posted by registered post, or on the next working day after delivery by hand or of transmission of a facsimile or other recognised electronic transmission during normal business hours to the other party's then fax number or electronic mail address.

40. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at the chosen domicilium.
41. This is the whole agreement between the Parties. You agree that the Schedule was fully and correctly completed before this Contract was signed.
42. No change to or cancellation of this Contract or waiver of any right under this Contract will be of any force or effect unless it is agreed in writing and signed by or on behalf of the Parties. You and we agree that electronic mail correspondence shall not qualify as a record in writing.
43. Any indulgence we may give or have given you will not affect any of our rights against you. In other words, if we have not strictly enforced the terms and conditions of this Contract at any time, you may not assume that the terms and conditions have been altered. These terms and conditions will still apply.
44. South African law will govern this Contract. The Parties agree that any court action can be instituted out of the Magistrates Court irrespective of the amount of the claim. You agree that we do not have to institute action in the Magistrates Court.
45. Every part and every term of this Contract is separate and severable from the other. If a court finds any term or part of this Contract to be invalid or unenforceable, that term or part may be deleted but the remaining terms or parts thereof will not be affected.
46. You give us and anyone to whom we may transfer our rights under this Contract permission to make enquiries and searches about your credit record with any credit reference agency and any other party to confirm the details in any application for rental furnished to us and/or in this Contract. You agree that we and anyone to whom we may transfer our rights under this Contract may give information as to how you pay or manage your account to any credit bureau, who may in turn give this information to other credit grantors and credit reference agencies. We may also give your information to any person who we believe needs the information to do anything in relation to the transaction or any law pertaining to the products requested by you. You agree that this clause will not prevent us from using any other legal rights we may have to share your information.
47. By signing this Contract, you declare and confirm that:

- 47.1 you have not taken up any credit other than as indicated on your application for finance from the date of that application for finance and entering into this Contract; and
- 47.2 all the information that you have given us is true and current in every respect and that we may rely on this information.

SURETYSHIP, TERMS AND CONDITIONS

I/We the surety/ies listed in the suretyship section of this Contract overleaf, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s in solidum for all amounts which are now or might in the future become payable by User to Rentor or its cessionary in the event of a cession which may become owing for any reason whatsoever or howsoever arising as continuing covering security for all debts which may become owing by the User to the Rentor both current and future. I/We renounce the benefits of excusione, division and cedendarum actionem, the nature and extent of which I/we acknowledge myself/ourselves to be aware. No extension of time or indulgence that may be granted to User at any time, nor any release of any other security or suretyship shall in any way affect my/our liability hereunder. I/We consent to the jurisdiction of the Magistrates Court provided that the Rentor shall be entitled to institute action in any other court. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and client scale. I/We indemnify and hold the Rentor and its cessionary, in the event of a cession, harmless against any claim arising out of or incidental to this Contract, to its breach or its termination for any reason whatsoever. I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship. I/We hereby agree that where it is contemplated that more than one person will sign as surety, one or any of us who may have signed as surety/ies shall be bound in solidum irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force or effect unless it is agreed to in writing and signed by Rentor or its cessionary, in the event of a cession in terms of this Contract. A certificate signed by any manager of Rentor (whose appointment need not be proved by Rentor) as to any amount due and/or owing by the surety/ies in terms of or arising out of this Contract shall be prima facie proof of all the matters therein stated for all purposes.

INITIALS OF BOTH PARTIES