



# ENERGY

## ENGINEERED PRODUCTS

No 2 Brands Hatch Close, Kyalami Park, Midrand, South Africa.  
PO Box 4269, Midrand, 1685. T: +27 (0)11 466 1926 F: +27 (0)11 466 1692  
E: sales@energyproducts.co.za www.energyproducts.co.za

### **ADDITIONAL TERMS & CONDITIONS OF SALE**

#### **1. CESSION OF BOOK DEBTS**

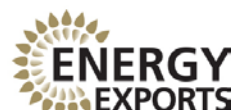
- 1.1 The Customer irrevocably cedes, transfers and makes over to and in favour of the Company all its right title and interest in and to all book debts (present and future) as a continuing covering security for any amounts which the Customer may at any stage owe to the Company.
- 1.2 To the extent that any of the book debts are subject to a prior cession of the reversionary rights.
- 1.3 This cession shall be irrevocable and remain in force notwithstanding any fluctuation in the indebtedness of the Customer, until the Company has agreed to cancel in writing.
- 1.4 **During the term of this cession the Customer undertakes :**
  - 1.4.1 to deliver, within 7 days of any written request by the Company, a list reflecting all amounts owing in terms of book debts;
  - 1.4.2 make its books of accounts available for inspection by the Company during normal business hours;
  - 1.4.3 Furnish the Company with any further information as may be reasonably required to enable the Company to recover the book debts.
- 1.5 **The Company shall be entitled:**
  - 1.5.1 on written notice to the Customer to require, upon receipt of which the Customer undertakes to give, written notice of this cession to those persons liable for the payment of the book debts and simultaneously instruct them to make all future payments to the Company;
  - 1.5.2 to also give notice of this cession and to collect any amount due directly from those persons liable for payment of the book debts in its own name and to retain the proceeds and apply same against any indebtedness of the Customer.

#### **2. CONTINUING COVERING SURETYSHIP**

- 2.1 I/ We on behalf of the Customer and by my/our signature hereto do bind myself/ourselves in my/our private and individual capacity (ies) as surety (ies) and co-principal debtor (s) in solidum, jointly and severally, the one paying the order to be absolved, the Company for the performance of any obligation of the Customer and for the payment to the Company be the Customer of any amounts which may now or at any time be or become owing to the Company by the Customer.
- 2.2 I/ We understand that my/our liability for amounts owing by the Customer to the Company is not limited to any credit limit granted by the Company to the Customer.
- 2.3 I/We acknowledge and understand that as surety (ies) and co-principle debtor(s). I/We waive and renounce the benefits to which I/We may be entitled to arising from the legal exceptions including, but not limited to:

Please initial each page \_\_\_\_\_

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- 2.3.1 Excussion- the right to require the Company to proceed first against the Customer for payment of the debt owing before proceeding against a Surety;
- 2.3.2 Cession of action-the right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken.
- 2.3.3 The right to an accounting from the Company;
- 2.3.4 Division-the right to divide the principal debt whereby the surety is liable for a portion of the debt.
- 2.4 This suretyship is given as continuing covering suretyship for the present and future obligations of the Customer to the Company.
- 2.5 In the case of co-sureties, each surety agrees that if either surety has not signed this agreement, the other surety will be bound to this suretyship as if only he/she had signed the agreement.
- 2.6 I/We hereby undertake to pay any costs on a attorney-and-own-client-scale in respect of any action instituted against me/us in terms of this Surety.

I/We the undersigned..... (full names of signatory/ies)

In my/our capacity as.....do hereby warrant

- 1. My authority to bind the Customer to these conditions.

***(PLEASE ATTACH RESOLUTION CONFIRMING AUTHORITY TO BIND YOUR COMPANY.)***

Warranting my authority to execute this document and having read the standard trading conditions on the reverse hereof and accepting same for and behalf of the purchaser.

Position: \_\_\_\_\_

Date \_\_\_\_\_

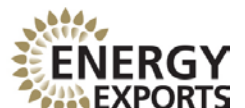
Company: \_\_\_\_\_ Address \_\_\_\_\_

Company Stamp:

The information provided by the Customer is true and correct.

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### Signatory

### Witness

Signed at.....on this.....day of.....20.....

Signed at.....on this.....day of.....20.....

Print Full Name.....Signature.....

Print Full Name.....Signature.....

Capacity..... I.D. No.....  
(copy I.D. to be attached)

Capacity..... I.D. No.....  
(copy I.D. to be attached)

Residential Add.....

Residential Add.....

### Signatory

### Witness

Signed at.....on this.....day of.....20.....

Signed at.....on this.....day of.....20.....

Print Full Name.....Signature.....

Print Full Name.....Signature.....

Capacity..... I.D. No.....  
(copy I.D. to be attached)

Capacity..... I.D. No.....  
(copy I.D. to be attached)

Residential Add.....

Residential Add.....

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