

Strubens Mews

BASIC SPECIFICATIONS

1. GENERAL

1.1 NOTE – In case of conflict this document overrides any notes & specifications on marketing plan layouts, marketing material, architectural guidelines & website content.

1.2 All Building work shall comply with the requirements of the Local Authority and the NHBRC and shall be carried out strictly in accordance with the National Building Regulations (SANS 10400 including Part XA & SANS 204), the Building Standards Act No. 103 of 1977, Model Preambles of Trades (1995 edition) and the approved building plans and specifications.

1.3 All materials and finishes as specified below or similar approved as selected by Developer.

1.4 The Developer reserves the right to amend and/or substitute items/finishes, at his sole discretion, in the event of any item/finish not being available or being in short supply. These items/finishes to be of similar or better quality.

1.5 NOTE: All drawings and specifications subject to final adjustment by Architect and/or Developer.

2. BRICKWORK

2.1 Brickwork for houses – maxi bricks

2.2 Internal walls – maxi bricks - plastered with white cement plaster and sealed.

2.3 External walls – cavity walls - plastered with white cement plaster and sealed.

2.4 Boundary/Garden walls - ROK clay bricks and white washed with white cement.

3. SURFACE BEDS

3.1 Reinforced concrete as per structural engineer's detail.

4. CONCRETE FLOOR SLABS

4.1 Precast floor slabs to structural engineer's design.

5. ROOF, FASCIA, BARGE BOARD, GUTTERS, ETC.

5.1 Main Roofs – Victorian S-profile pre-painted metal roof sheeting in colour charcoal, or similar approved.

5.2 Timber gang-nail designed roof structure complete with A19 certificate to pitched roof.

5.3 Treated timber beams to garage roof.

5.4 Covered stoep/s to get treated timber beams, painted white.

5.5 Facias and Bargeboards - Everite Nutec medium density fibre-cement board, plain finish, painted white.

5.6 Rainwater Goods - Seamless "Watertite" Aluminium or similar approved standard domestic 'Ogee' gutters and downpipes. Gutters and downpipes pre-painted in color white.

5.7 Horizontal parapet walls to be painted with "Geoflex" or similar approved flexible acrylic based waterproofing liquid installed strictly in accordance with manufacturer's specifications.

6. WINDOWS AND GLAZED DOORS

6.1 All windows and doors as per approved building plan.

6.2 Windows and glazed patio doors – powder coated aluminium in colour White.

6.3 Aluminium louvres, on units 1,2,11 and 12, powder coated in colour White.

6.4 All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.

6.5 Bathrooms windows will have obscure glazing.

7. DOORS

7.1 Front entrance door. Swartland Cape Culture PD 3 solid hardwood

door & frame with cylinder lockset, one pair hinges and 1x doorstop, painted gloss black.

7.2 Garage back door (only where applicable & shown on Architects drawings) – solid hardwood door & frame with cylinder lockset, one pair hinges and 1x doorstop, painted White.

7.3 Garage interior door, painted – 30min Fire Door (813 x 2032mm) with Meranti frame & door closer.

7.4 Internal doors, painted – vertical grooved hollow core door with two-lever lockset, one pair hinges.

7.5 Frames to timber doors - Meranti hardwood (external) and hardwood (internal).

7.6 All timber doors & frames to be painted with 1x undercoat & 2x finishing coats enamel paint selected by Developer. External face of timber doors and frames to be painted white.

7.7 All ironmongery as selected by Developer. Door handles to be QS Stainless Steel.

8. GARAGES

8.1 Garage doors to be two alu-zink sectional overhead single garage door with automation, powder coated white.

8.2 Internal walls bagged and painted.

8.3 Cupboards fitted in garage as per plan.

8.4 No ceilings will be installed.

9. CARPETS

9.1 Carpets to be Belgotex as per Developer's sample board and fitted to upstairs bedrooms only.

10. WALL TILING

10.1 Tiled splashback as per Developer's sample board.

11. SKIRTING

11.1 Custom made skirting as per Developer's sample board painted white in carpeted areas only.

11.2 No skirting in garage.

12. INTERNAL AND EXTERNAL WALL FINISH

12.1 All internal walls to be white cement plastered and sealed as per Developer's sample board. Garage wall finish to be bagged brickwork painted white.

12.2 All internal/external window sills to be white cement plastered.

13. CEILINGS

13.1 Skimmed & painted gypsum board ceilings to all rooms.

13.2 'Ecotherm' or similar approved insulation on all horizontal gypsum board ceilings except garage. Insulation thickness may vary, pending SANS 10400 –XA calculations.

13.3 Cornice to be Donn shadow plaster trim white powder coated as per Developer's sample board.

14. KITCHEN, BEDROOM, LINEN & VANITY CUPBOARDS

14.1 All Kitchen, Bedroom, Linen & vanity cupboard/s as per Developer's sample board.

14.2 Kitchen & vanity tops – as per Developer's sample board.

14.3 Stainless Steel Double Bowl Sink.

14.4 Franke Single Lever Sink Mixer.

14.5 600 Stainless Steel Gas Hob, Electric Oven and Cooker Hood,
1x gas point, reticulation from hob to bottle & 1x 9kg gas bottle allowed.

15. PLUMBING AND SANITARYWARE

15.1 Cold water supply and outlet for a washing machine and dishwasher.

15.2 Toilets - Grohe concealed cisterns with actuator plate.

15.3 Cabinet - Wall Hung + Basin as per Developer's sample.

15.4 Grohe Single Lever Basin Mixer.

15.5 Grohe Single Lever Shower Mixer + Concealed Body.

15.6 Shower Arm - Long Brass Chrome Plated.

15.7 Shower Rose - Flat Round Stainless Steel.

15.8 Bath - Acrylic free standing, 1700mm long.

15.9 Grohe Single Lever Bath Mixer + Hand shower.

15.10 150lt x1 geyser installed by specialist.

15.11 Garden taps to be provided – 1x at front and 1x at back.

16. EXTERNAL WORK

16.1 External perimeter wall - 190mm Cement block, plastered with white cement.

Internal boundary walls 1.5m high ROK walling, washed with white cement plaster.

16.2 Garden gates - galvanised metal painted black.

16.3 Patio paving - exposed aggregate 400mmx400mm slabs & external.

16.4 Paving to driveways and roads – Charcoal interlocking pavers as selected by Developer.

17. OTHER FIXTURES & FITTINGS

17.1 A Washing line to be installed as per Developer's choice.

17.2 Purchaser to supply & fit own curtain rails and blinds. Towel rails and toilet roll holders will be provided by the developer.

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sanware • tiles • vinyl • laminate

Strubens Mews - Observatory

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IMAGE	SUPPLIER CODE	DESCRIPTION	NOTES	QTY
	DUT-DB12A	Dutton Plastics - - Wastes, Traps & Overflows - Bath Traps - White	Bath Trap, 1 1/2" x 40mm.	1 x
	DUT-DB17	Dutton Plastics - - Wastes, Traps & Overflows - Overflows - White	Flexible Overflow, with rosette.	1 x
	DUT-DB1A	Dutton Plastics - - Wastes, Traps & Overflows - P-Traps - White	Basin P-Trap, 1 1/4" x 40mm.	3 x
	FRA-1120008	Franke (Kitchen Systems) - SPAZI F/1 - Wastes, Traps & Overflows - Plumbing Kits -	SPAZI F/1 single bowl plumbing kit, 50/90mm outlet.	1 x
	FRA-1120009	Franke (Kitchen Systems) - SPAZI F/2 - Wastes, Traps & Overflows - Plumbing Kits -	SPAZI F/2 double bowl plumbing kit, 50/90mm outlet.	1 x
	FRA-1150026	Franke (Kitchen Systems) - Lucido - Taps - Sink Mixers - Chrome	Lucido swivel sink mixer 12l/min chrome.	2 x
	FRA-1990002	Franke (Kitchen Systems) - Nouveau - Sinks - Drop-In - Stainless Steel Satin	Nouveau NVN621 double end bowl. Includes 2 x 90mm basket strainer waste fittings, 1160 x 460 x 149mm satin stainless steel.	1 x
	FRA-1990034	Franke (Kitchen Systems) - Cub 150 - Sinks - Underslung - Stainless Steel	Cub 150 undermount single bowl. Includes 1 x 90mm basket strainer waste fittings, 455 x 390 x 140mm stainless steel.	1 x
	FRA-2560003	Franke (Kitchen Systems) - SIRX342 - Sinks - Wash Troughs - Stainless Steel	SIRX342 single bowl (wall mounted with bracket sold separately), 500 x 450 x 240mm, stainless steel.	1 x
	GIO-0206	Gio Plumbing - Churrasco - Plumbing Supplies - Braided Connectors -	Connector SABS 350mm 1/2" F - 1/2" F 9/13mm (1 x 1).	3 x
	GIO-A1015	La Gio Bella - Gio - Wastes, Traps & Overflows - Shower Traps - Chrome	Shower Trap, Square	2 x
	GIO-CUP460-WHT	Gio Plumbing - Designer Basin & Cupboards - Bathroom Furniture - Cabinets & Basins - White	Ferrara 460 white cupboard and basin.	1 x
	GIO-R600WH	Gio Plumbing - Simplicity - Bathroom Furniture - Cabinets & Basins - White	Simplicity 600 slimline cupboard & basin white.	1 x
	GIO-R800WH	Gio Plumbing - Simplicity - Bathroom Furniture - Cabinets & Basins - White	Simplicity 800 slimline cupboard & basin white.	1 x
	GIO-WA-004	Gio Plumbing - Gio - Showers - Shower Accessories - Chrome	Wall outlet round chrome.	1 x

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IMAGE	SUPPLIER CODE	DESCRIPTION	NOTES	QTY
	GRO-2201600A	Grohe - Valves - Angle Valves - Chrome	Angle Valve, 1/2" X 1/2" equiv of 2201100m Loose	6 x
	GRO-26088000	Grohe - Tempesta Contemporary - Showers - Shower Heads - Chrome	Tempesta Contemporary head shower III with arm. Volume: 0.0018m³	2 x
	GRO-27568001	Grohe - Tempesta Cosmopolitan 100 - Showers - Hand Showers - Chrome	Tempesta Cosmo wall holder set 3 Spray 9.5 l/min Chrome. Volume: 0.004656102m³	1 x
	GRO-29039000	Grohe - BauEdge - Taps - Bath/Shower Diverter Mixers - Chrome	BauEdge single lever bath mixer, concealed chrome. Volume: 0.0063365m³	1 x
	GRO-29040000	Grohe - BauEdge - Taps - Bath/Shower Mixers - Chrome	BauEdge single lever shower mixer, concealed chrome. Volume: 0.003850959m³	2 x
	GRO-32858000	Grohe - BauEdge - Taps - Basin Mixers - Chrome	BauEdge single lever basin mixer, smooth body chrome. Volume: 0.004256m³	3 x
	HFAC1034/CH/BP	H2Flo - Basin Clicker Slotted Waste 32mm Blister Pack Chrome	Basin clicker slotted waste 32mm blister pack chrome.	2 x
	HFAC1036/CH/BP	H2Flo - Basin Clicker Unslotted Waste 32mm (Blister Pack) Chrome	Basin clicker unslotted waste 32mm (blister pack) chrome .	1 x
	HFAC1038/CH/BP	H2Flo - Bath Clicker Waste 40mm (Blister Pack) Chrome	Bath clicker waste 40mm (blister pack) chrome .	1 x
	HFAC1812/CH/BP	H2Flo - Round Nikki Bath Filler/Overflow (blister pack) Chrome	Round nikki bath filler/overflow (blister pack) chrome .	1 x
	HFEN1231/CH	H2Flo - Entrada Single Hole Sink Mixer Chrome	Entrada single hole sink mixer chrome.	1 x
	HFPS4008/CH	H2Flo - Angle Valve 15x15mm	Angle valve 15x15mm.	9 x
	HFRN6302/CH	H2Flo - Reno Double Towel Rail 600mm Chrome	Reno double towel rail 600mm chrome.	1 x
	HFRN6304/CH	H2Flo - Reno towel rail chrome.	Reno towel rail chrome.	1 x
	HFRN6311/CH	H2Flo - Reno Towel Ring Chrome	Reno towel ring chrome.	1 x

IMAGE	SUPPLIER CODE	DESCRIPTION	NOTES	QTY
	HFRN6312/CH	H2Flo - Reno Paper Holder Chrome	Reno paper holder chrome.	1 x
	HFRN6321G/CH	H2Flo - Reno Single Shelf	Reno single shelf.	1 x
	HFRN6323/CH	H2Flo - Reno Robe Hook Chrome	Reno robe hook chrome.	1 x
	SSD90016/CCH	H2Flo - Eclipse Chrome Pivot Shower Door & Return Panel 875 875x1850mm Clear/Chrome	Eclipse chrome pivot shower door & return panel 875 875x1850mm clear/chrome.	2 x
	STY-MIR-10004	Styleline - Mercury - Bathroom Accessories - Mirrors - Clear	Mercury mirror 600 x 450mm.	1 x
	STY-MIR-10007	Styleline - Eris - Bathroom Accessories - Mirrors -	Eris frameless mirror 600 x 450mm.	2 x
	TIL-B001	Maya Built-In Bath 1700 x 800 x 460mm White	Maya built-in bath 1700x800x460mm white.	1 x
	TIL-B003	Maya Bath Skirt 1700mm White	Skirt for Maya bath 1700x800mm white.	1 x
	TIL-TT-SITARI-02	Diplomat Wall Hung Pan Grohe Uniset Concealed Cistern Grohe Cosmopolitan Skate	Diplomat wall hung pan (TH1208A), Grohe uniset concealed cistern (38643001), Grohe Cosmopolitan Skate flush plate (3873200).	3 x

TERMS & CONDITIONS

1. Any order resulting herefrom shall be subject to the conditions herein unless varied by the Supplier in writing, and these conditions will take precedence over any terms, conditions or stipulations contained in any of the Buyer's documentation which may be in conflict herewith. Should the Buyer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Buyer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the Supplier in writing with specific reference to the Buyer's contrary documentation.
2. Should the Buyer have previously made application to the Supplier for credit facilities, which said application would have embodied terms and conditions and should the Buyer have furnished any security to the Supplier for the due obligations of the Buyer to the Supplier on any previous occasion, the customer records and acknowledges that the signature by it on this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Supplier. The Buyer furthermore records and acknowledges that, in so far as any provision contained herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this document shall prevail.
3. Prices and discounts are those ruling at the date of dispatch of the goods and the Supplier reserves the right to adjust or change any prices and/or discounts at any time on reasonable notice to the Buyer.
4. The Buyer acknowledges that payment is due within (30) thirty days from date of statement, which date will be the last day of each succeeding month during which a particular delivery was made. Should the Buyer be entitled to any settlement, this is to be agreed in writing by the Supplier. To qualify for any settlement discount the payment needs to be reflected in the bank account of the Supplier on or before the last day of the month within the agreed terms.
 - 4.1. In the event that the account becomes overdue, the Supplier shall be entitled to charge interest on the overdue balance at the maximum rate permitted in law.
5. The Supplier has the discretion at all times whether or not to sell to the Buyer. The Supplier may withdraw any limit or withdraw the account facility or may vary the extent, nature and duration of such facilities at any time without prior notice and without giving reason therefore.
6. The Supplier's discretion to sell in terms hereof may be guided by inter alia the following:
 - 6.1. The availability of stock
 - 6.2. Timely receipt by the Supplier of any drawings, designs and specifications that may be required by the Supplier from the Buyer provided that such drawings, designs and specifications shall be deemed to have been given to the Supplier for the purpose of description only and shall not form part of the contract.
7. Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only. Under no circumstances shall the Buyer be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Supplier arising from late delivery.
8. Ownership in the goods sold and delivered to the Buyer on account shall pass to the Buyer only when all amounts due by the Buyer to the Supplier has been paid, notwithstanding delivery of the goods to the Buyer. Risk in and to the goods shall however pass to the Buyer on delivery.
9. A signed Delivery Note shall constitute prima facie (at face value) proof that the goods have been delivered to and received by the Buyer in good condition, whether signed by the Buyer, an employee, an agent or a representative of the Buyer.
10. Set off shall operate automatically as a matter of law at the moment reciprocal debts between the Supplier and the Buyer come into existence and independently of the will of the parties and it shall not be necessary for either the Supplier or the Buyer to specifically raise set off. Upon the operation of an automatic set off aforementioned, the debt shall be mutually extinguished to the extent of the lesser debt with retrospective effect.
11. The Buyer agrees and acknowledges that in the event of -
 - 11.1. the Buyer breaching any condition contained in these conditions;
 - 11.2. the Buyer failing to pay any amount due and payable on due date;
 - 11.3. the Buyer suffering any civil judgment to be taken or entered against it;
 - 11.4. the Buyer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;
 - 11.5. the Buyer passing away;
 - 11.6. the Buyer's estate being placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management or business rescue, as the case may be; then the Supplier shall, without detracting from any other remedies which may be available to it, be entitled to cancel the sale of the goods to the Buyer on reasonable notice to repossess those goods sold and delivered by the Supplier to the Buyer, or to claim specific performance of all of the Buyer's obligations, whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Supplier's right to claim damages.
12. Should the Buyer have any complaint of whatsoever nature concerning any of the goods which are not manufactured by the Supplier, it

shall be entitled to require the Supplier to cede to it any rights, which the Supplier may have against the original Supplier of those goods but shall have no other claim against the Supplier in respect of the matter complained of. The Buyer shall not be entitled to withhold payment from the Supplier in respect of such goods for any reason whatsoever.

13. Should the Supplier agree to accept the return of any goods, the Buyer shall be liable to pay the Supplier a handling charge of not less than 10% on the invoiced price of the goods so returned. (subject to damages suffered, the purchase price will be repaid, where applicable by set off against other amounts due by the Buyer).
14. The Supplier shall be exempted from and shall not be liable under any circumstances whatsoever for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any delay in delivery of the goods ordered.
15. It is a condition of each sale that the goods are sold voetstoots and without any warranties or representations whatsoever. In addition the Buyer shall be precluded from raising any complaints or disputing liability to the Supplier in any way unless it shall have notified the Supplier of its complaints or grounds of dispute in writing within 7 days of receipt of the goods in question. Notwithstanding the timeous raising of a complaint or dispute of liability by the Buyer, the Buyer shall, under no circumstances, be entitled to withhold payment in respect of the goods from the Supplier pending the resolution of such dispute or complaint. Subject to the foregoing, the Supplier shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing, replacing the goods in question, or refunding the whole or part (as the case may be) of the contract price paid to it by the Buyer in respect of such goods.
16. When the Supplier is required to manufacture or supply goods to the Buyers' specification and/or drawings, or carries out work according to the Buyer's instructions, or those of its nominees, the Supplier accepts no responsibility for the efficiency or workability of goods so manufactured or work so carried out.
17. Save as otherwise specifically provided for herein, the Supplier shall not be liable to the Buyer or to any other person for any damages including indirect or consequential damages of any nature whatsoever or any loss of profit, or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Buyer may suffer as a result of any breach by the Supplier of any of its obligations under these conditions or out of any other court whatsoever. The Buyer hereby indemnifies the Supplier against any claim which may be made against the Supplier by any other person in respect of any matter for which the liability of the Supplier is excluded in terms of the foregoing.
18. In the event of the Supplier or its agents instructing attorneys to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing charges.
19. In the event of the Supplier or its agent instructing a Debt Collector to collect from the Buyer an amount owing to the Supplier, the Buyer agrees to pay collection commission in accordance with the Debt Collectors Act (Act. 114 of 1998).
20. The Buyer consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, having jurisdiction under Section 28 of the said Act, notwithstanding that the claim may exceed the normal jurisdiction of the Magistrate' Court.
21. The Buyer nominates as its address for services for all notices or processes arising herefrom as the address reflected on the face hereof under the heading "Registered office/Physical address", and the surety nominates as his address for services for all notices or processes arising herefrom the address reflected on the face hereof alongside his name, for service upon the Buyer and the Surety respectively of all notices and processes in connection with any claim for any sum due to the Supplier or any ceded claim.
22. No relaxation or indulgence granted to the Buyer by the Supplier, at any time, shall be deemed to be a waiver of any of the Supplier's rights in terms hereof, and such relaxation or indulgence shall not be deemed as a novation of any of the terms and conditions set out herein, or create any estoppel against the Supplier.
23. The Buyer and Surety agree that in the event of the account becoming overdue and remaining unpaid for 30 days past original due date, that the Supplier and/or its agents may adverse list the Buyer and/or Surety with any credit bureau and that this clause serves as Notice of this due action.
24. The Buyer understands that the information given in relation to this agreement will assist the Supplier in determining whether or not to sell to the Buyer and will be used by the Supplier for the purposes of assessing its creditworthiness. The Buyer confirms that the information given by it is accurate and complete. The Buyer further agrees to update the information supplied, as and when necessary, to ensure the accuracy and completeness of the above information.
 - 24.1. The Buyer hereby authorises the Supplier or its agents at all times to contact and request information from any persons, credit bureaux or businesses, including those mentioned under trade references, and to obtain any information relevant to the Buyer's credit assessment. (to determine the Buyers ability to pay for the goods)
 - 24.2. If the Buyer fails to meet its obligations under these terms and conditions of sale, it authorises the Supplier or its agents to record its nonperformance with any credit bureau, which information will be available to third parties. The Buyer further authorises researching

its records at any credit bureaux, use new information and data obtained from any credit bureaux in respect of details of how the Buyer has performed in terms of these terms and conditions of sale.

24.3. The Buyer hereby authorises the Supplier or its agents at all times to furnish information concerning the Buyer's dealings with the Supplier, including without being limited to, the Buyer's credit worthiness and defaulting payments to the Supplier.

25. In these conditions, words importing one gender shall include the other gender, and words importing the singular, shall include the plural (and vice versa)

CESSION OF CLAIMS

26. The Buyer and Surety hereby jointly and severally, irrevocably and in rem suam (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of the Supplier, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Buyer and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Buyer and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in securitatum debiti (as security for the debt) and is not an out-and-out cession.
27. Should it transpire that the Buyer and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Buyer and/or Surety's reversionary rights.
28. This Cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Buyer and/or Surety's indebtedness to the Supplier.
29. For the purpose of giving effect to the foregoing Cession both the Buyer and Surety hereby nominate, constitute and appoint the Supplier to be its Attorney and Agent, in rem suam (concerning (in) one's own affairs), with full authority for the Buyer and/or Surety and in the Buyer and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Buyer and/or Surety's behalf and in the Buyer and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Buyer and/or Surety's.
30. The Buyer and Surety agree that, on request by the Supplier, they shall be obliged to hand over to the Supplier all books of account, contracts, invoices, documents and the like which it may require for the purposes of ascertaining the amounts due to the Buyer and/or Surety for the purpose of recovery of payment.
31. The Buyer and Surety shall be obliged to furnish the Supplier with a schedule of all debts due to the Buyer and/or Surety by its debtors monthly and upon demand. Notwithstanding the foregoing, the Supplier or its nominee shall at all times be entitled to inspect all or any of the Buyer and Surety's records as the Supplier deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of the Supplier hereunder, and the Supplier shall at all times be deemed to have perfected its security in terms hereof.

DEED OF SURETYSHIP

32. The signatory hereto binds himself as surety and co-principal Buyer in solidum with the Buyer in favour of the Supplier for the due payment of all amounts which may at any time be payable by the Buyer to the Supplier from any cause use of action whatsoever and whether acquired by the Supplier by way of cession or otherwise. The terms and conditions of this Sale Agreement shall apply mutatis mutandis (in precisely the same manner), to the Suretyship. The Surety/ies further waives the benefits of excussion and division (by renouncing these benefits, the Supplier becomes entitled to sue any one Surety for the full amount owing without first proceeding against or suing the Buyer or any other Surety) and of the legal exceptions non numeratae pecuniae (by renouncing this benefit as Surety is precluded from raising the defence that no money of equivalent thereof has passed between the Buyer and the Supplier) and non causa debiti (by renouncing this benefit a Surety is precluded from raising the defence that there was no cause of action or reason for the Buyers indebtedness to the Supplier) and acknowledges himself to be fully acquainted with the meanings of these terms.
33. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the Buyer's indebtedness to the Supplier. It may not be withdrawn, revoked or cancelled by the Buyer without the Supplier's prior written consent. Any consensual cancellation or withdrawal of this suretyship by the Buyer and the Supplier shall only be valid and effective if reduced to writing and signed by both parties thereto.
34. Any admission of liability by the Buyer shall be binding upon the surety.
35. A certificate under the hand of any director or manager of the Supplier (whose appointment need not be proved) as to the existence and the amount of the Buyer's indebtedness and the surety's indebtedness to the Supplier at any time, as to the fact that such amount is due

and payable, the amount of mora interest accrued thereon and as to any other fact, matter or thing relating to the Buyer's indebtedness to the Supplier and the surety's indebtedness to the Supplier, shall be sufficient and satisfactory proof of the contents and correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Buyer and/or the surety in any competent court and shall be valid as a liquid document for such purpose.

36. I/We hereby guarantee in favour of the Supplier, the payment of all and / or any debts which are the subject matter of this deed of suretyship.
37. I/We furnish the guarantee to the Supplier as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this deed of Suretyship).
38. I/We guarantee payment to the Supplier of any amount which may still be owing to the Supplier subsequent to The Supplier having received any amount from the Buyer by way of reduction of the Supplier's claim against the Buyer, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No.71 of 2008, irrespective of whether the plan provides for the release of the Buyer, or under any circumstance of whatsoever nature.

CESSION BY SUPPLIER

39. Should the Supplier cede its claim against the Buyer and surety to any third party ("the Cessionary"), then the above Cession of Claims and Deed of Suretyship shall be deemed to have been given by the buyer and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession or at any time there after be or become owing by the Supplier and Surety to the Cessionary (whether acquired the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Cession of Claims and Deed of Suretyship as if such Cessionary were the supplier hereunder.
40. The Buyer agrees that if one clause is found to be invalid, this invalid clause does not affect the validity of the remainder of the agreement.

CLIENT SIGNATURE: