

Megamor Seven (PTY) LTD t/a

**REYMAR  
FREIGHT**

Co. Reg. No: 2000/020036/07

Head Branch  
Upper BKB Building  
Fitzpatrick Road  
East London  
Tel: 043 - 722 0629  
info@reymar.co.za

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Welcome to Reymar Freight

For more than 2 decades Reymar Freight as a team has worked hard in order to offer all our clients unmatched services at reasonable prices. We pride ourselves in always being able to help to the best of our ability no matter the request.

Running out of all major centres into the Eastern cape and along the Garden route we have created a strong network which is able to reach all the edges. We have branches situated in Johannesburg, Queenstown, Mthatha, Port Elizabeth, George and East London with vehicles running daily between them all.

Through strong values within our business we generate lasting relationships with all our clients, where both entities benefit.

We look forward to helping you reach your business goals. As is our slogan "We make Your Business our Passion".

Please find attached proposal and Credit application.

Yours Sincerely

Reymar Freight Team

Initial:



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**CREDIT APPLICATION**

Company Name: .....

Trading Name: .....

Company Registration Number: .....

Postal Address: .....

.....

Physical Address: .....

.....

Tel no. (.....) ..... Fax No: (.....).....

Accounts Contact Name: .....

Accounts Contact E-mail Address: .....

Company VAT no.: .....

Credit Limit Required: .....

**Directors/Members Name & Identity Numbers:**

1. .... ID No: .....

2. .... ID No: .....

3. .... ID No: .....

4. .... ID No: .....

**Trade References**

Company Name	Contact Person	Tel no.	Account no.
1.			
2.			
3.			

Initial:



## Deed of Suretyship

I, the undersigned,

.....

(Full name of Surety)

.....

(I.D. No of Surety)

Hereby bind me/ourselves jointly and severally unto and in favour of Megamor Seven (PTY) LTD t/a Reymar Freight (hereinafter referred to as "the Creditor") as surety/sureties in solidum for the joint and several co-principal debtor/s with

.....

(Company's name)

(hereinafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising.

My/Our liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in future obtains additional suretyships, guarantees or securities whether real or personal, in respect of the debts of the Principal Debtor. This suretyship and undertaking shall be a continuing covering security for any present or future indebtedness of the Principal Debtor to the Creditor and shall remain in full force and effect withstanding any fluctuations in or even temporary extinction of such indebtedness.

The Creditor shall be entitled without reference or notification to me/us and without affecting its rights hereunder, or releasing me/us here from –

- a) To release other sureties and/or securities.
- b) To grant the Principal Debtor extensions of time for payment.
- c) To compound or to make any other arrangements with the Principal Debtor for the discharge of the Principal Debtor's indebtedness.
- d) To alter or vary any present or future agreement between the Principal Debtor and the Creditor.
- e) If the Principal Debtor shall be placed in liquidation or under judicial management, to accept any dividend in respect of the Principal Debtor's indebtedness and to accept any securities, guarantees or suretyships arising out of such liquidation or judicial management, or
- f) To accept any offer of compromise made by or on behalf of the Principal Debtor whether then in liquidation or under judicial management or otherwise.
- g) To institute such proceedings or take such steps as it may deem fit against the Principal Debtor/s and/ or the Debtors including the right to repossess any goods sold to the Debtors and to deal therewith or sell same in such manner, at such price and on such terms as the Creditor in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold;
- h) To cede, assign and transfer any of its right, title and interest in and to any or all of its claims against the Principal Debtor/s and/or Debtors which are now in existence or may come into existence in its own discretion and on such cession my/our liability shall continue in favour of the Cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Principal Debtor/s and/or Debtors with the Cessionary arising from any cause whatsoever.

I/We bind myself/ourselves in the event of the Principal Debtor being placed in liquidation or under judicial management not to file any claim against the Principal Debtor in competition with the Creditor.

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In respect of all contracts concluded by the Principal Debtor with the Creditor, I/We warrant that each such contract was or will be at the time of conclusion within the scope of the authority, powers and objects of the Principal Debtor, and that all resolutions of and signatures by the Directors of the Principal Debtor, were or in the case of future contracts will be, properly and with the authority passed and/or executed and/or made. If there shall in respect of any such contract be any breach of the terms of this warranty, then I/We assume the liability to the Creditor which any such contract purported to impose upon the Principal Debtor.

I/We shall be bound by all admissions or acknowledgments of indebtedness made or given by the Principal Debtor to the Creditor.

As securities for the fulfilment of all obligations hereby undertaken, I/We do hereby cede, assign, transfer and make over unto and in favour of the Creditor all right, title and interest in and to any amounts which are now, or which may hereafter become owing to me/us by the Principal Debtor and/or by any subsidiary of the Principal Debtor (now existing or which may at any time hereafter come into being) from any cause of indebtedness howsoever arising in the event of any prior ranking cession existing at the date hereof, the foregoing cession in favour of the Credit shall operate as a cession to the Creditor of any right of action which I/We may now or at any future time have against the prior Cessionary.

For the purpose of any action against me/us a certificate by a director of Megamor Seven (PTY) LTD t/a Reymar Freight (whose appointment, qualification and/or authority need not to be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for payment of the same arrived, shall be sufficient and satisfactory proof of the facts therein stated and shall further be sufficient for and shall entitle the Creditor to obtain provisional sentence on this deed of suretyship.

I/We hereby renounce the benefits of the legal exceptions "excussion", "division", *de Duobus vel pluribus reis debendi*" and "no value received" with the full force, meaning and effect of all of which I, we declare myself/ourselves to be fully acquainted.

I/We hereby consent in terms of Section 45 of the Magistrates Court Act, 1944 to the Creditor taking any legal proceedings for the recovery of moneys claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing, the Creditor shall be entitled in its discretion to take any such legal proceedings in any other Court of competent jurisdiction.

I/We select as *domicilium citandi et executandi* at Surety's address to which all related correspondence should be sent.

.....  
(Surety's address)

at which address all notice and communications may be addressed to me/us and I/We agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

The foregoing undertaking is executed with the intent and purpose that it is to be read as if separate undertakings had been executed in favour of each of the Creditor Companies.

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I/We agree that my/our liability hereunder may only be terminated by the giving to the Creditor of one calendar month's written notice of termination coupled with the payment of the amount owing at the expiry of the period of the said notice.

Notwithstanding termination, I/We shall continue to remain liable in terms hereof in respect of any amounts falling due after the date of termination arising from transactions entered prior to the date of termination.

SIGNED at ..... this..... day of ..... 20....

.....

(Surety's signature)

AS WITNESSES:

1. ....

(Witness Signature)

.....  
(Print name)

.....  
(Identity No.)

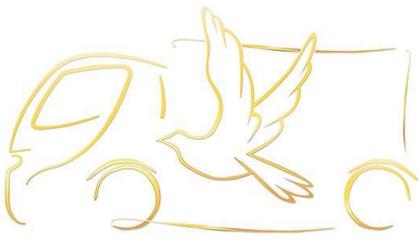
2. ....

(Witness Signature)

.....  
(Print name)

.....  
(Identity No.)

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Terms and Conditions of Transport:

1. Payment:
  - a. Rates as per supplied Rate Sheet.
  - b. Payment to be made on a strict 30 Day After Statement Basis.
  - c. In the case that payment is not made in due time Megamor Seven (PTY) LTD t/a Reymar Freight has the right to withhold from delivering freight until payment is made.
  - d. In the case that payment is not made in due time Megamor Seven (PTY) LTD t/a Reymar Freight will charge interest on Amount outstanding at .... % per month from the first day payment is not made.
2. Storage:
  - a. In the case where goods cannot be delivered for any reason whatsoever Megamor Seven (PTY) LTD t/a Reymar Freight will have the right to charge the client a storage fee of R100,00 per minimum pallet of space per day. This charge will be added to the original waybill charge.
3. Liability:
  - a. We take every care possible to ensure your goods are transported safely over all our distances covered however Megamor Seven (PTY) LTD t/a Reymar Freight cannot be held liable for any damage of, destruction of or loss of any goods while in transit.
  - b. Megamor Seven (PTY) LTD t/a Reymar Freight cannot be held liable for any damages of or destruction of any property or goods at points of collection or delivery at any point.

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SIGNED at ..... this..... day of ..... 20....

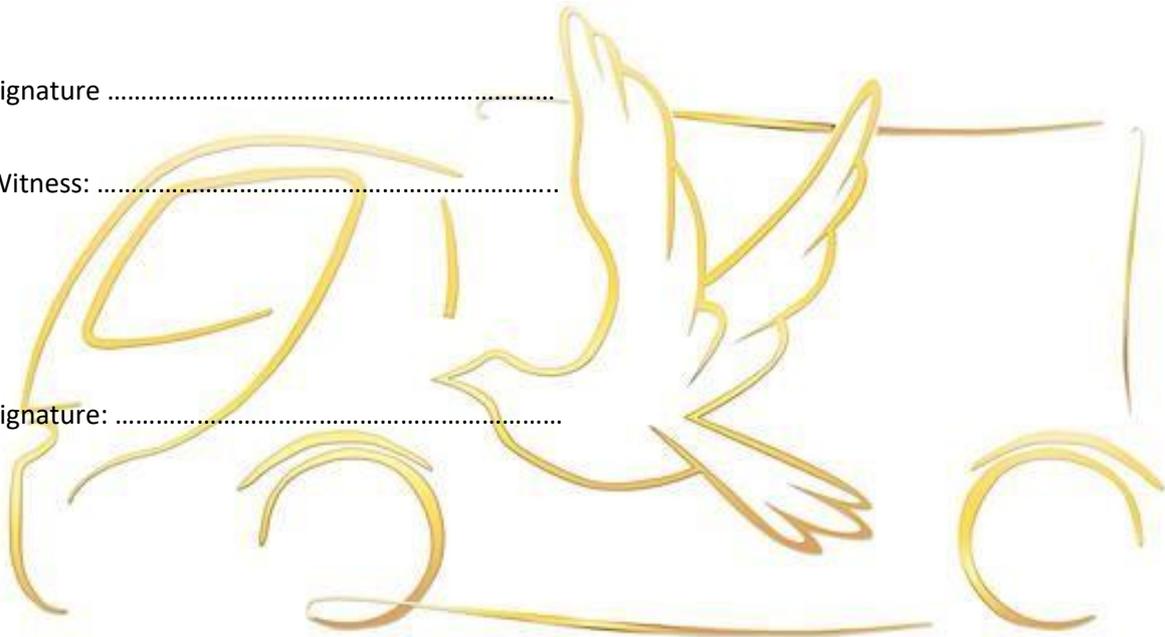
Name: .....

Designation: .....

Signature .....

Witness: .....

Signature: .....



Initial: