PATEL HARDWARE
Honestly Cheaper And The Best.

APPLICATION FOR CREDIT FACILITIES

This is an application form for credit facilities with **Nkomazi Import and Export Agencies (PTY) Ltd** including its associated subsidiary companies, trading divisions and all other entities in which they enjoy an interest albeit directly or indirectly and shall include all trusts and joint ventures.

Hereinafter referred to as **"THE COMPANY"**

COMPANY DETAILS

Nkomazi Import and Export Agencies (PTY) Ltd
Reg no: 2016/145847/07
VAT no: 4310213840

ADDRESS

Main Tonga Road
Naas Block C
1346

CONTACT DETAILS

Leandré Barton
+27 (0) 81 849 9803
+27 (0) 13 590 1576
debtors@patelsgroup.co.za

I/We the duly authorised representatives of:

Registered Legal Entity: _____

Trading as: _____

Registration Number: _____

VAT Number: _____

Registered Address: _____

Hereinafter **"THE CUSTOMER"** do hereby apply to **"THE COMPANY"** as cited and identified on the front page of this application including its associated and subsidiary companies, trading divisions, successors-in-title and assigns hereinafter referred to as **"THE COMPANY"** for the opening of an account for the purpose of purchasing of goods, materials and/or services on credit upon the terms and conditions of **"THE COMPANY"** as stated hereunder:

My/our full particulars are set out hereunder. I/We acknowledge that the granting or refusal by the **"THE COMPANY"** of the terms of credit applied for herein shall be dependent upon the accuracy of the information herewith provided by me/us.

Initials: Signatories _____ Witnesses _____

CREDIT APPLICATION FORM

TYPE OF LEGAL ENTITY:

(PROPRIETARY) LTD ☐ **CLOSE CORPORATION** ☐ **PARTNERSHIP** ☐ **SOLE OWNER** ☐ **TRUST FUND** ☐

GOVERNMENT ☐ **NON-PROFIT ORGANISATION** ☐ **CONSUMER** ☐

1. Trading name: _____
2. Nature of business: _____
3. Street address: _____
4. Postal address: _____ Code: _____
5. Business telephone number: _____
6. Email address: _____
7. Bank: _____ Branch name: _____

   Account number: _____ Branch code: _____
8. Names, residential address, ID numbers and telephone numbers of directors, members, partners, sole owner and other.

   a. Full Name: _____ ID Number: _____

   Status: **Single** ☐ **ANC** ☐ **COP** ☐

   Cell number: (_____) _____ Tell number: (_____) _____

   Residential address: _____

   b. Full Name: _____ ID Number: _____

   Status: **Single** ☐ **ANC** ☐ **COP** ☐

   Cell number: (_____) _____ Tell number: (_____) _____

   Residential address: _____

   c. Full Name: _____ ID Number: _____

   Status: **Single** ☐ **ANC** ☐ **COP** ☐

   Cell number: (_____) _____ Tell number: (_____) _____

   Residential address: _____

Prefered contact person/s for statements, reminders and other communications:

Full name: _____ **Email address:** _____

Phone number: _____

Full name: _____ **Email address:** _____

Phone number: _____

Initials: Signatories _____ Witnesses _____

CREDIT APPLICATION FORM

LIMIT OF CREDIT REQUIRED: _____

ESTIMATED MONTHLY PURCHASES: _____

STATEMENT FREQUENCY: ☐ 7 Days ☐ 14 Days ☐ End of Month

TERMS (DAYS AS FROM STATEMENT DATE): ☐ 7 Days ☐ 14 Days ☐ 30 Days

1. I, / We the undersigned, do hereby warrant that the information contained herein above is true and correct and that I/we are duly authorised to sign this application, and attach hereto my/our resolution as such, and confirm that I/ we have made a full and honest disclosure of the financial status of the applicant/customer. I/We agree that any order, request and/or agreement between the applicant/customer and **"THE COMPANY"** shall be subject to all the terms and conditions contained in this application, which we have read and fully understood, and any amendments thereto shall be reduced to writing and signed by both parties.

2. I/We certify that the asset value or annual turnover as referred to in **Section 4 of the National Credit Act 34 of 2005 and Sec 5(2)(b) of the Consumer Protection Act 68 of 2008** at the time of signature is in excess of: **- tick applicable blocks**

Asset Value:

☐ Lower than R1 000 000.00
☐ Between R1 000 001 – R3 000 000.00
☐ Higher than R 3 000 000.00

Annual Turnover:

☐ Lower than R 1 000 000.00
☐ Between R1 000 001 – R3 000 000.00
☐ Higher than R 3 000 000.00

3. I/We, consent and agree that the information given herein may be used by **"THE COMPANY"** for the purpose of assessing the creditworthiness of the customer and that **"THE COMPANY"** or its representative may contact and request any material information from any person, credit bureau or business, and consent to and authorise **"THE COMPANY"** at any material times to furnish personal and credit information concerning the customer's to any credit bureau and to any third party seeking a trade reference or investigating the creditworthiness of the customer and to any third party in order for **"THE COMPANY"** to perform its obligations and to enforce the performance of the obligations of **"THE COMPANY"** in terms of this Agreement. I/We furthermore waive any claim against **"THE COMPANY"** in respect of any disclosure and indemnify **"THE COMPANY"** against any loss or liability as a result of **"THE COMPANY"** acting in terms of the aforesaid authorisation.

Dated at _____ on this _____ day of _____ 20_____

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Witness full name: _____ ID number: _____

Signature: _____

Initials: Signatories ☐ Witnesses ☐

STANDARD TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS

1. THE WORDS SET OUT HEREUNDER SHALL HAVE THE FOLLOWING MEANINGS ASSIGNED TO THEM:

1.1 "AGREEMENT" MEANS THESE STANDARD TERMS AND CONDITIONS;
1.2 "THE COMPANY" MEANS **Nkomazi Import and Export Agencies (PTY) Ltd**, A PRIVATE COMPANY, DULY INCORPORATED, WITH ITS PRINCIPAL PLACE OF BUSINESS SITUATED AT MAIN TONGA ROAD, NAAS BLOCK C. FOR THE PURPOSES OF THIS AGREEMENT, **PATEL HARDWARE** WILL BE REGARDED AS **"THE SUPPLIER"** OF THE GOODS;
1.3 "THE CUSTOMER" MEANS THE CUSTOMER WHO IS MAKING APPLICATION TO COMMENCE A BUSINESS RELATIONSHIP WITH THE COMPANY;
1.4 "PARTIES" MEANS BOTH PATEL HARDWARE AND THE CUSTOMER, "PARTY" MEANS THE COMPANY OR THE CUSTOMER AS THE CONTEXT REQUIRES;
1.5 "THE CPA" MEANS THE CONSUMER PROTECTION ACT, 68 OF 2008, AS AMENDED;
1.6 "THE NCA" MEANS THE NATIONAL CREDIT ACT, 34 OF 2005, AS AMENDED.
1.7 "THE GOODS" MEANS ANY GOODS SUPPLIED BY THE COMPANY TO THE CUSTOMER, OR SPECIFIC GOODS SUPPLIED IN TERMS OF A QUOTATION;
1.8 "SALE" MEANS ANY SALE AND PURCHASE OF GOODS ENTERED INTO BETWEEN THE PARTIES IN ACCORDANCE WITH THIS AGREEMENT;
1.9 "SIGNATURE DATE" MEANS THE DATE ON WHICH THE SCHEDULE IS SIGNED BY THE CUSTOMER;
1.10 "VAT" MEANS VALUE ADDED TAX LEVIED ON THE PRICE FOR THE GOODS IN ACCORDANCE WITH THE VALUE ADDED TAX ACT NO 89 OF 1991, AS AMENDED.

2. APPLICATION OF STANDARD TERMS AND CONDITIONS

2.1 ONCE THE APPLICATION HAS BEEN APPROVED BY THE COMPANY, THE APPLICATION AND THE TERMS AND CONDITIONS SET OUT BELOW, INCLUDING ALL NOTICES SENT TO THE CUSTOMER AND ANNEXURES ATTACHED HERETO ("THIS AGREEMENT"), SHALL APPLY TO THE SALE OF ANY GOODS OR THE RENDERING OF SERVICES BY THE COMPANY TO THE CUSTOMER. THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT WILL APPLY *MUTATIS MUTANDIS* TO FUTURE ADDENDUMS AND ANNEXURES TO THIS AGREEMENT.

2.2 THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY WILL ONLY BE ABLE TO COMMENCE WITH ITS SERVICES OR DELIVER ANY GOODS UNDER THIS AGREEMENT, ONCE THE COMPANY HAS APPROVED THE CUSTOMER'S APPLICATION, AND ANY FURTHER CONDITIONS IMPOSED BY LAW HAVE BEEN COMPLIED WITH. IN THE EVENT THAT THE COMPANY PROVIDES SERVICES AND OR DELIVER GOODS TO THE CUSTOMER BEFORE THE FORMAL APPROVAL OF THIS APPLICATION THEN AND IN SUCH EVENT THE CUSTOMER ACCEPTS AND AGREES THAT THE TERMS AND CONDITIONS HEREIN SHALL APPLY AND GOVERN THE RELATIONSHIP BETWEEN THE SUPPLIER AND THE CUSTOMER.

3. CREDIT FACILITIES

3.1 THE CUSTOMER UNDERSTANDS THAT THE COMPANY'S DECISION TO GRANT CREDIT FACILITIES TO THE CUSTOMER IS AT THE SOLE DISCRETION OF THE COMPANY.

3.2 THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR SUSPEND ANY CREDIT FACILITIES AT ANY TIME WITHOUT PRIOR NOTICE, AND THE NATURE AND EXTENT OF ANY ADJUSTMENT TO SUCH FACILITIES SHALL AT ALL TIMES BE IN THE COMPANY'S SOLE DISCRETION.

3.3 THE CREDIT LIMIT OR THE REVISED CREDIT LIMIT SHALL NOT BE DEEMED TO BE THE LIMIT OF A CUSTOMER'S INDEBTEDNESS TO THE COMPANY, FROM TIME TO TIME.

4. PRICE

4.1 THE PRICE OF GOODS AND/OR SERVICES SHALL BE AS SET OUT BY –
4.1.1 THE COMPANY AS ADVERTISED AND/OR NEGOTIATED AT THE TIME OF THE DISPATCH OF THE GOODS; OR
4.1.2 THE INVOICE PROVIDED TO THE CUSTOMER AT THE TIME OF THE DISPATCH OF THE GOODS – WHICH WILL BE ACCEPTED BY THE CUSTOMER AS PRIMA FACIE PROOF OF THE OUTSTANDING AMOUNT.

4.2 THE COMPANY IS ENTITLED TO AMEND ANY WRITTEN QUOTATION FOR THE PRICE OF GOODS AND SERVICES FROM TIME TO TIME AND WILL PROVIDE THE CUSTOMER WITH REASONABLE PRIOR WRITTEN NOTICE, IF REQUIRED. THE COMPANY SHALL BE ENTITLED, WITHOUT PREJUDICE TO ITS RIGHTS, AND WITHOUT PRIOR NOTICE, TO IMMEDIATELY CANCEL ANY SALE OR OTHER CONTRACT IN CIRCUMSTANCES WHERE THE CONTRACT PRICE HAS NOT BEEN PAID IN FULL ON DUE DATE, AND RECOVER ANY GOODS DELIVERED TO THE CUSTOMER IN TERMS OF THAT SALE OR CONTRACT. IF PAYMENT IS DEMANDED FROM THE CUSTOMER IN TERMS OF OR ARISING OUT OF THIS AGREEMENT, AND THE CUSTOMER DISPUTES THE OBLIGATION TO MAKE SUCH PAYMENT, SET-OFF SHALL NOT BE APPLICABLE, AND THE CUSTOMER WILL BE OBLIGED TO EFFECT THE PAYMENT IN QUESTION UNDER PROTEST AND TO INSTITUTE ACTION FOR THE RECOVERY THEREOF.

Initials: Signatories

Witnesses

4.3 COMPANY PRICE LISTS SHALL BE CONSIDERED MERELY AS A GUIDE TO THE CUSTOMER AND THE COMPANY HAS THE RIGHT, FROM TIME TO TIME, FOR ANY REASON AND WITHOUT NOTICE TO THE CUSTOMER, TO CHANGE THE PRICES OF ITS GOODS WITHOUT REFLECTING SUCH CHANGES ON ANY PRICE LISTS.

4.4 WHEN PRICES ARE EXPRESSED IN SOUTH AFRICAN CURRENCY FOR IMPORTED GOODS, THESE ARE BASED ON THE RATE OF EXCHANGE AT THE DATE OF QUOTATION.

4.5 ALL PRICES OF GOODS ARE EXCLUSIVE OF VALUE–ADDED TAX LEVIABLE IN TERMS OF THE VALUE-ADDED TAX ACT 89 OF 1991 ("VAT"),UNLESS OTHERWISE STATED

5. DISCOUNTS

5.1 THE PRICE OF GOODS ARE EXCLUSIVE OF VAT AND NOT SUBJECT TO ANY DEDUCTION OR SET-OFF. THESE PRICES ARE NOT SUBJECT TO ANY DISCOUNTS, UNLESS OTHERWISE AGREED.

5.2 THE CUSTOMER MAY BE OFFERED A DISCOUNT (AT THE SOLE DISCRETION OF THE COMPANY), IF OFFERED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE OF THE COMPANY TO THE CUSTOMER ("A TRADE DISCOUNT").

5.3 IF ANY TRADE DISCOUNT IS AGREED TO IN WRITING, THE DISCOUNT SHALL ONLY APPLY TO THE ACTUAL PRICE OF THE GOODS DELIVERED OR THE SERVICES RENDERED AND SHALL EXCLUDE VAT, TRANSPORT COSTS, INSURANCE AND SIMILAR CHARGES. ALL DISCOUNTS SHALL BE FORFEITED IF PAYMENT IN FULL IS NOT MADE ON THE DUE DATE OR IN THE EVENT OF NON-PAYMENT.

6. ORDERS

6.1 ORDERS BY THE CUSTOMER FOR THE COMPANY'S GOODS SHALL BE MADE IN WRITING TO SUCH ADDRESS (INCLUDING AN EMAIL ADDRESS) AS MAY BE NOMINATED BY THE COMPANY FROM TIME TO TIME.

6.2 ORDERS SHALL CONSTITUTE AN IRREVOCABLE OFFER TO PURCHASE THE GOODS IN QUESTION AT THE USUAL PRICES OF THE COMPANY AND SHALL BE CAPABLE OF ACCEPTANCE BY THE COMPANY BY THE DELIVERY OF THE GOODS OR BY THE WRITTEN ACCEPTANCE, TRANSMISSION OF A QUOTATION OR CONFIRMATION OF THE ORDER. ALL QUOTATIONS PRESENTED TO THE CUSTOMER ARE NOT BINDING ON THE COMPANY AND ARE MERELY AN INVITATION TO DO BUSINESS AND WILL REMAIN VALID FOR A PERIOD OF 7 DAYS FROM THE DATE OF ISSUE OF THE QUOTATION. NO QUOTATION SHALL BE BINDING ON THE COMPANY PRIOR TO THE ACCEPTANCE OF SAME, ON THE TERMS RECORDED IN SUCH QUOTATION.

6.3 ALL QUOTATIONS, ONCE ACCEPTED BY THE COMPANY AND THE CUSTOMER, ARE SUBJECT TO, INTER ALIA, THE AVAILABILITY OF THE GOODS, CORRECTION OF BONA FIDE ERRORS BY THE COMPANY, AND ANY INCREASE IN THE COST PRICES OF MATERIALS AND CURRENCY FLUCTUATIONS. IN THE EVENT OF A DISPUTE AS TO THE QUANTUM OF ANY INCREASE, SUCH INCREASE SHALL BE CERTIFIED BY AN ACCOUNTANT, FINANCIAL MANAGER, OR DIRECTOR/MEMBER OF THE COMPANY, WHOSE DETERMINATION SHALL BE FINAL AND BINDING ON THE CUSTOMER.

6.4 THE CUSTOMER SHALL PAY THE COMPANY THE AGREED DEPOSIT IN INSTANCES WHEN ORDERS ARE PLACED BY THE CUSTOMER FOR SPECIFIC PRODUCTS.

6.5 THE CUSTOMER SHALL PROVIDE THE COMPANY WITH AN ORDER NUMBER WHEN PLACING ANY ORDER WITH THE COMPANY.

6.6 WITHOUT LIMITING THE GENERALITY OF THE AFOREGOING, THE COMPANY RESERVES THE RIGHT TO CANCEL AND WITHHOLD THE CUSTOMER'S ORDER WHERE THE CUSTOMER IS PLACED UNDER BUSINESS RESCUE, LIQUIDATED, SEQUESTRATED, MAKES ANY ATTEMPT OF COMPROMISE WITH ITS CREDITORS, HAS JUDGEMENT RECORDED AGAINST ITS NAME AND/OR BREACHES ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

6.7 ORDERS ACCEPTED BY THE COMPANY MAY NOT BE VARIED OR CANCELLED BY THE CUSTOMER, EXCEPT WITH THE WRITTEN CONSENT OF THE COMPANY.

6.8 GOODS SHALL BE SUPPLIED, IN SO FAR AS POSSIBLE, IN ACCORDANCE WITH THE TERMS (QUANTITIES, UNITS, DESCRIPTION, AND PRICES) STATED IN THE RELEVANT QUOTATION, AS ACCEPTED BY THE CUSTOMER.

6.9 THE COMPANY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO PROVIDE ALTERNATIVE PRODUCTS TO THOSE ORDERED BY THE CUSTOMER SHOULD SAID PRODUCTS BE UNAVAILABLE, SUPERSEDED, REPLACED OR TERMINATED.

6.10 SUBJECT TO THE PROVISIONS OF SECTION 55 AND 56 OF THE CONSUMER PROTECTION ACT 68 OF 2008 ("CPA") AND THE RETURNS CLAUSE OF THIS AGREEMENT, ALL SALES ARE MADE WITHOUT ANY REPRESENTATION OR WARRANTY REGARDING DEFECT, LATENT OR OTHERWISE. ANY GUARANTEE OR WARRANTY IN RESPECT OF GOODS / SERVICES SUPPLIED BY THE COMPANY SHALL BE THE GUARANTEE OR WARRANTY OF THE MANUFACTURER OR SUPPLIER OR IMPORTER OF THE GOODS CONCERNED. THE COMPANY CANNOT BE HELD LIABLE IF THE GOODS SUPPLIED ARE NOT FIT FOR THE PURPOSE FOR WHICH THEY HAVE BEEN PURCHASED. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO DETERMINE THAT THE GOODS ORDERED ARE SUITABLE FOR THE PURPOSES OF INTENDED USE.

6.11 THE CUSTOMER SHALL NOT BE ENTITLED TO DENY THE VALIDITY OF ANY ORDER PLACED OR THE AUTHORITY OF THE PERSON WHO PLACED SUCH AN ORDER, DESPITE THE FACT THAT SUCH AN ORDER MAY HAVE BEEN GIVEN OR SIGNED BY A PERSON NOT AUTHORISED BY THE CUSTOMER TO DO SO.

Initials: Signatories

Witnesses

6.12 IF THE EXECUTION OF ANY ORDER PLACED BY THE CUSTOMER IS DELAYED BY THE CUSTOMER OR IF THE COMPANY AGREES TO CANCEL THE ORDER AT THE CUSTOMER'S REQUEST, THE COMPANY SHALL, WITHOUT PREJUDICE AND IN ADDITION TO ANY OTHER RIGHTS WHICH IT MAY HAVE, BE ENTITLED TO CLAIM FROM THE CUSTOMER ANY LOSS SUFFERED AND/OR DAMAGES AND/OR GENERAL DAMAGES INCURRED BY THE COMPANY ON BEHALF OF THE CUSTOMER.

6.13 ALL GOODS ARE GUARANTEED TO THE COMPANY'S OR THE MANUFACTURER'S PRODUCT-SPECIFIC WARRANTIES AND ALL OTHER GUARANTEES ARE HEREBY SPECIFICALLY EXCLUDED. LIABILITY UNDER THIS CLAUSE IS RESTRICTED TO THE REPLACEMENT OF FAULTY GOODS OR GRANTING OF A CREDIT AT THE SOLE DISCRETION OF THE COMPANY AS SET OUT IN THIS AGREEMENT.

7. PAYMENT

7.1 PAYMENT IS TO BE MADE BY THE CUSTOMER UPON PRESENTATION OF INVOICE FROM THE COMPANY, OR IF THE CUSTOMER OF A CREDIT APPROVED CUSTOMER, WITHIN THE PERIOD AS SPECIFIED IN WRITING BY THE COMPANY.

7.2 IT IS THE DUTY OF THE CUSTOMER TO TRANSMIT A REMITTANCE TO THE COMPANY TIMEOUSLY TO ENSURE THAT THE PAYMENT IS PROPERLY RECORDED.

7.3 IN ALL CASES WHERE THE CUSTOMER USES A BANKING, ELECTRONIC OR SIMILAR SUCH SERVICE TO EFFECT PAYMENT, SUCH SERVICES SHALL BE DEEMED TO BE THE AGENT OF THE CUSTOMER.

7.4 SHOULD ANY AMOUNT NOT BE PAID BY THE CUSTOMER ON DUE DATE, THE CUSTOMER SHALL BE DEEMED TO BE PLACED IN MORA AND THEN THE WHOLE AMOUNT IN RESPECT OF ALL PURCHASES BY THE CUSTOMER SHALL BECOME DUE, OWING AND PAYABLE, IRRESPECTIVE OF THE DATES WHEN THE GOODS WERE PURCHASED. THE CUSTOMER SHALL THEN BE LIABLE TO PAY INTEREST IN RESPECT OF AMOUNTS UNPAID AS AT THE DUE DATE, AT THE COMPOUND RATE OF 4% ABOVE THE PRIME OVER-DRAFT LENDING RATE OF THE COMPANY'S BANK ON ALL OVERDUE AMOUNTS FROM DUE DATE, UNTIL DATE OF PAYMENT, CALCULATED AND PAYABLE MONTHLY IN ADVANCE AND SHOULD THE SAID INTEREST NOT BE PAID IN FULL AS AFORESAID, SUCH INTEREST SHALL BE ADDED TO THE PRINCIPAL SUM, AND THE TOTAL SHALL FORM THE PRINCIPAL DEBT WHICH SHALL THEN BEAR INTEREST IN THE MANNER AS SET OUT ABOVE.

7.5 IN THE EVENT OF LATE PAYMENT, THE COMPANY SHALL PROVIDE THE CUSTOMER WITH WRITTEN NOTICE OF SUCH BREACH, REQUIRING THE CUSTOMER TO RECTIFY THE BREACH WITHIN 5 (FIVE) BUSINESS DAYS OF NOTICE. SHOULD THE CUSTOMER FAIL TO REMEDY THE BREACH WITHIN SUCH PERIOD AND/OR THE ACCOUNT IS NOT SETTLED IN FULL, THE COMPANY WILL BE ENTITLED (IN ADDITION TO CHARGING INTEREST AS SET OUT ABOVE):

7.5.1 TO IMMEDIATELY INSTITUTE ACTION AGAINST THE CUSTOMER AT THE SOLE EXPENSE OF THE CUSTOMER;

7.5.2 TO SUSPEND DELIVERIES AND NOT TO PERFORM ANY FURTHER OBLIGATIONS IN RESPECT OF OUTSTANDING ORDERS;

7.5.3 TO IMMEDIATELY LIST THE CUSTOMER AS A DEFAULTER WITH THE CREDIT BUREAUS;

7.5.4 TO CANCEL THE AGREEMENT; AND

7.5.5 TO TAKE POSSESSION OF ANY GOODS DELIVERED TO THE CUSTOMER AND CLAIM DAMAGES.

7.6 THE REMEDIES SET OUT ABOVE ARE WITHOUT PREJUDICE TO ANY RIGHTS WHICH THE COMPANY MAY BE ENTITLED TO IN TERMS OF THIS AGREEMENT OR IN LAW.

7.7 IF THE CUSTOMER FAILS TO OBJECT TO ANY ITEM APPEARING ON THE COMPANY'S STATEMENT OF ACCOUNT AND/OR TAX INVOICE, BY WRITTEN NOTIFICATION TO THE FINANCIAL DIRECTOR/ BOOKKEEPER OF THE COMPANY WITHIN SEVEN (7) DAYS OF DATE OF THE DISPATCH OF THE STATEMENT, AND/OR TAX INVOICE(S), THE STATEMENT AND/OR TAX INVOICE SHALL BE DEEMED TO BE IN ORDER.

7.8 THE CUSTOMER SHALL NOT BE ENTITLED TO CLAIM SET-OFF OR DEDUCTION IN RESPECT OF ANY PAYMENT DUE BY THE CUSTOMER TO THE COMPANY FOR GOODS SUPPLIED.

7.9 THE CUSTOMER HAS NO RIGHT TO WITHHOLD PAYMENT FOR ANY REASON WHATSOEVER AND ACKNOWLEDGES THAT NO EXTENSION OF PAYMENT OF ANY NATURE SHALL BE EXTENDED TO THE CUSTOMER. SHOULD ANY EXTENSION BE OFFERED, SAME WILL NOT BE APPLICABLE OR ENFORCEABLE UNLESS AGREED TO BY THE COMPANY, REDUCED TO WRITING AND SIGNED BY A DULY AUTHORISED REPRESENTATIVE OF THE COMPANY.

7.10 THE COMPANY MAY APPROPRIATE ALL PAYMENTS MADE BY THE CUSTOMER TO SUCH ACCOUNTS THAT IT MAY AT ITS SOLE AND ABSOLUTE DISCRETION DETERMINE.

7.11 COPIES OF INVOICES, STATEMENT OF ACCOUNTS AND ANY OTHER RELEVANT DOCUMENTS (INCLUDING ANY COMPUTER PRINTOUTS) SHALL, UPON REPRESENTATION BY OR ON BEHALF OF THE COMPANY BE REGARDED AS BEING WHAT THEY PURPORT TO BE, UNLESS THE CONTRARY IS SHOWN.

7.12 THE CUSTOMER UNDERTAKES TO KEEP A COMPREHENSIVE SET OF BOOKS AT ALL MATERIAL TIMES FROM WHICH IT WILL BE ABLE TO ASCERTAIN ITS LIABILITY TO THE COMPANY WITHOUT THE NEED FOR ANY DEBATEMENT OF THE ACCOUNT.

Initials: Signatories

Witnesses

STANDARD TERMS & CONDITIONS

8. DELIVERY

8.1 UPON CONFIRMATION OF THE SALE, THE COMPANY SHALL DELIVER THE GOODS TO THE CUSTOMER AT A PLACE TO BE DETERMINED BY THE COMPANY WITHIN A REASONABLE PERIOD.

8.2 DELIVERY OF THE GOODS TO THE CUSTOMER SHALL TAKE PLACE UPON PHYSICAL DELIVERY OF THE GOODS TO THE CUSTOMER, TO A TRANSPORT CONTRACTOR APPOINTED BY THE CUSTOMER, TO ANY ADDRESS NOMINATED BY THE CUSTOMER FOR DELIVERY, OR TO ANY AGENT OR THIRD PARTY APPOINTED BY THE CUSTOMER. SUCH DELIVERY WILL CONSTITUTE PROPER DELIVERY OF THE GOODS, DESPITE THE FACT THAT SUCH ADDRESS MAY NOT BE THE ADDRESS OR PREMISES OF THE CUSTOMER.

8.3 IN THE EVENT THAT THE COMPANY TRANSPORTS THE GOODS TO THE CUSTOMER, DELIVERY AND PASSING OF THE RISK IN THE GOODS SHALL BE DEEMED TO HAVE TAKEN PLACE WHEN THE GOODS ARE OFFLOADED AT THE CUSTOMER'S PREMISES. THE SIGNATURE OF ANY EMPLOYEE OF THE CUSTOMER ON A COMPANY DELIVERY NOTE OR INVOICE SHALL BE PRIMA FACIE PROOF OF THE PROPER DELIVERY OF THE GOODS.

8.4 IN ALL CASES WHERE DELIVERY TO THE CUSTOMER OCCURS BY CARRIER, THE CARRIER SHALL BE THE CUSTOMER'S AGENT, AND DELIVERY TO SUCH CARRIER BY THE COMPANY SHALL BE DEEMED TO BE DELIVERY TO THE CUSTOMER. THE SIGNATURE OF ANY EMPLOYEE OF THE CARRIER SHALL BE PRIMA FACIE PROOF OF PROPER DELIVERY TO THE CUSTOMER.

8.5 SHOULD THE COMPANY AT THE CUSTOMER'S REQUEST, AGREE TO ENGAGE A CARRIER TO TRANSPORT GOODS TO THE CUSTOMER, SUCH CARRIER SHALL BE DEEMED TO BE THE CUSTOMER'S AGENT AND THE COMPANY SHALL ENGAGE THE CARRIER ON SUCH TERMS AND CONDITIONS AS IT DEEMS FIT AND THE CUSTOMER INDEMNIFIES THE COMPANY AGAINST ALL DEMANDS AND CLAIMS WHICH MAY BE MADE AGAINST IT BY THE CARRIER SO ENGAGED AND ALL LIABILITY WHICH THE COMPANY MAY INCUR TO THE CARRIER ARISING OUT OF THE TRANSPORTATION OF THE GOODS. THE COMPANY RESERVES THE RIGHT TO HOLD THE CUSTOMER LIABLE FOR PAYMENT OF ALL FEES, CHARGES, EXPENSES AND THE LIKE DUE TO THE SAID CARRIER IN RESPECT OF THE TRANSPORT OF THE GOODS TO THE CUSTOMER.

8.6 THE COMPANY SHALL BE ENTITLED AT ITS SOLE DISCRETION TO SPLIT THE DELIVERY/PERFORMANCE OF THE GOODS ORDERED IN THE QUANTITIES AND ON THE DATES IT DECIDES. THE CUSTOMER SHALL BE OBLIGED TO ACCEPT AND PAY FOR ANY QUANTITY OF THE GOODS DELIVERED OR TENDERED FOR DELIVERY AS THE COMPANY SHALL BE ENTITLED TO INVOICE EACH DELIVERY/PERFORMANCE ACTUALLY MADE SEPARATELY.

8.7 IT IS AGREED THAT AT THE TIME OF DELIVERY OF THE GOODS TO THE CUSTOMER, THE CUSTOMER WILL INSPECT AND EXAMINE THE GOODS.

8.8 WHILST EVERY EFFORT WILL BE MADE TO DISPATCH GOODS AS ADVISED, THE COMPANY DOES NOT GUARANTEE DISPATCH ON ANY SPECIFIC DATE AND SHALL NOT BE LIABLE FOR ANY DAMAGES FOR FAILURE TO EFFECT DELIVERY OR TO DISPATCH GOODS TIMEOUSLY FOR ANY REASON BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ITS INABILITY TO: SECURE TRANSPORT, LABOUR, POWER, MATERIALS, STORAGE CHARGES, EQUIPMENT OR SUPPLIES, WAR, CIVIL DISTURBANCE, RIOT, STATE OF EMERGENCY, STRIKE, LOCKOUT OR OTHER LABOUR DISPUTES, FIRE, FLOOD, DROUGHT, LEGISLATIVE PROHIBITION OR AN ACT OF GOD. THE CUSTOMER SHALL NOT BE ENTITLED TO CANCEL ANY ORDER BY REASON OF SUCH DELAY.

8.9 IN THE EVENT THAT THE COMPANY MAKES DELIVERY TO THE CUSTOMER IN INSTALMENTS, EACH INSTALMENT SHALL BE DEEMED TO BE THE SUBJECT OF A SEPARATE CONTRACT AND NON-DELIVERY OR DELAY IN DELIVERY OF ANY INSTALMENT SHALL NOT AFFECT THE BALANCE OF THE CONTRACT OR ENTITLE THE CUSTOMER TO CANCEL THE CONTRACT.

8.10 THE CUSTOMER AGREES TO PAY ALL COSTS RESULTING FROM ANY ACTS OR OMISSION OF THE CUSTOMER INCLUDING, INTER ALIA, INABILITY TO ACCEPT DELIVERY OF ANY GOODS FOR ANY REASON WHATSOEVER.

8.11 IF THE CUSTOMER FAILS TO TAKE DELIVERY OF THE GOODS ORDERED ON THE DELIVERY DATE AS DETERMINED BY THE COMPANY IN TERMS OF THE ORDER AND/OR ORDER ACCEPTANCE, OR IN ANY WAY OTHER WAY DELAY THE DELIVERY OF GOODS ORDERED THEN:

8.11.1 THE RISK IN THE GOODS SHALL PASS TO THE CUSTOMER ON THE AFOREMENTIONED DELIVERY DATE AND THE CUSTOMER SHALL BE LIABLE TO PAY THE COMPANY THE REASONABLE COSTS OF ANY STORAGE, INSURANCE AND/OR HANDLING OF THE GOODS, UNTIL THE CUSTOMER TAKES DELIVERY. THE COMPANY SHALL THEREAFTER CHARGE THE CUSTOMER A STORAGE CHARGE CALCULATED AT THE RATE OF 1% OF THE VALUE OF THE GOODS INVOICED FOR EVERY DAY THAT THE COMPANY STORED THE GOODS ON BEHALF OF THE CUSTOMER. THE CUSTOMER AGREES THAT COMPANY WILL NOT BE OBLIGED TO CONTINUE TO INSURE THE GOODS IN THE EVENT OF THE CUSTOMER FAILING TO TAKE DELIVERY OF THE GOODS AND THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED OR SUSTAINED BY THE CUSTOMER IN RESPECT OF SUCH CONSIGNMENT.

8.11.2 THE CUSTOMER SHALL BE BARRED FROM LODGING ANY CLAIM IN RESPECT OF DISCREPANCIES BETWEEN GOODS CHARGED AND GOODS DELIVERED, UNLESS THE CUSTOMER HAS SPECIFIED ON THE DELIVERY NOTE, UPON DELIVERY, THE NATURE OF THE DISCREPANCY.

Initials: Signatories

Witnesses

8.12 TO THE EXTENT THAT THE CPA APPLIES TO ANY SALE AND THE COMPANY IS UNABLE TO DELIVER THE GOODS FOR ANY REASON OTHER THAN THE SHORTAGE OF STOCK, THE COMPANY WILL NOTIFY THE CUSTOMER WITHIN 7 DAYS, WHEREAFTER THE CUSTOMER WILL BE ENTITLED TO CANCEL THE SALE RELATING TO THOSE GOODS AT ANY TIME AFTER RECEIVING NOTICE IN WHICH EVENT THE COMPANY WILL REFUND ANY PAYMENT WHICH THE CUSTOMER HAS ALREADY MADE WITHIN 30 DAYS OF THE DATE OF THE NOTICE.

9. OWNERSHIP & RISK

9.1 NOTWITHSTANDING THAT ALL RISK IN AND TO ALL GOODS SOLD BY THE COMPANY SHALL PASS ON DELIVERY, OWNERSHIP IN ALL GOODS SOLD AND DELIVERED SHALL REMAIN VESTED IN THE COMPANY UNTIL THE FULL PURCHASE PRICE HAS BEEN PAID, AND IN THE EVENT OF A BREACH OF THESE TERMS AND CONDITIONS BY THE CUSTOMER, OR IF THE CUSTOMER IS SEQUESTRATED, OR PLACED UNDER LIQUIDATION (WHETHER PROVISIONAL OR FINAL), OR IS PLACED UNDER BUSINESS RESCUE PROCEEDINGS, OR COMMITS ANY ACT OF INSOLVENCY, OR ENTERS INTO ANY COMPROMISE WITH ITS CREDITORS, OR FAILS TO SATISFY A JUDGMENT GRANTED AGAINST IT WITHIN 7 (SEVEN) DAYS OF THE DATE OF JUDGMENT, OR CHANGES THE STRUCTURE OF ITS OWNERSHIP, OR DEATH, THE COMPANY WITHOUT PREJUDICE TO ANY OTHER REMEDIES THAT IT HAS AVAILABLE TO IT, SHALL BE ENTITLED TO, TAKE POSSESSION OF THE GOODS WITHOUT PREJUDICE TO ANY FURTHER RIGHTS VESTED IN THE COMPANY, AND IS HEREBY IRREVOCABLY AUTHORISED TO ENTER UPON THE CUSTOMER'S PREMISES TO TAKE POSSESSION OF SUCH GOODS WITHOUT A COURT ORDER, AND/OR SUMMARILY CANCEL THE SUPPLY OF ANY PRODUCTS TO THE CUSTOMER WHICH HAVE NOT BEEN PAID FOR AND/OR CLAIM SPECIFIC PERFORMANCE OF ALL THE CUSTOMER'S OBLIGATIONS WHETHER OR NOT SUCH OBLIGATIONS HAVE FALLEN DUE FOR PERFORMANCE, IN ALL EVENTS WITHOUT PREJUDICE TO THE COMPANY'S RIGHT TO CLAIM DAMAGES.

9.2 IN THE EVENT OF THE CUSTOMER OBSTRUCTING THE COMPANY IN THE PROCESS OF REMOVING ITS GOODS FROM THE CUSTOMER, NECESSITATING THE OBTAINING OF A COURT ORDER, THE COMPANY SHALL BE ENTITLED TO OBTAIN AN AWARD OF COSTS AGAINST THE CUSTOMER ON AN ATTORNEY AND OWN CLIENT SCALE.

9.3 FURTHERMORE, THE CUSTOMER SHALL HAVE NO CLAIM AGAINST THE COMPANY FOR DAMAGES CAUSED DUE TO LOSS OF PROFITS OR OTHERWISE OCCASIONED BY THE REMOVAL OF GOODS FROM THE CUSTOMER'S PREMISES AS AFORESAID, NOTWITHSTANDING THAT SUCH REMOVAL WAS EFFECTED WITHOUT COURT ORDER.

9.4 THE CUSTOMER SHALL FULLY INSURE THE GOODS PURCHASED FROM THE COMPANY AGAINST LOSS OR DAMAGE, OR DAMAGES ARISING FROM SUCH LOSS, IN FAVOUR OF THE COMPANY, UNTIL THE FULL PURCHASE PRICE HAS BEEN PAID BY THE CUSTOMER FOR SUCH GOODS. PENDING PAYMENT TO THE COMPANY FOR GOODS PURCHASED, ALL BENEFITS IN TERMS OF THE INSURANCE POLICY RELATING TO SUCH GOODS ARE CEDED TO THE COMPANY.

9.5 FOR THE PURPOSES OF THIS CLAUSE, THE CUSTOMER SHALL, UPON REQUEST FROM THE COMPANY, FURNISH PROOF OF ADEQUATE INSURANCE PRIOR TO DELIVERY OF GOODS IN TERMS OF ANY SALE.

9.6 IT SHALL NOT BE NECESSARY FOR THE COMPANY TO PROVE EITHER TO THE CUSTOMER OR THE CUSTOMER'S LIQUIDATOR WHICH GOODS IN THE POSSESSION OF THE COMPANY HAVE ACTUALLY BEEN PAID FOR AND WHICH HAVE NOT BEEN PAID FOR. THE ONUS SHALL BE ON THE CUSTOMER TO PROVE WHICH GOODS HAVE BEEN PAID FOR.

9.7 THE COMPANY SHALL BE ENTITLED TO IDENTIFY ITS GOODS MERELY BY WAY OF PACKAGING AND/OR OTHER DISTINGUISHING MARKS. THE COMPANY SHALL NOT BE OBLIGED TO IDENTIFY ITS GOODS BY WAY OF SERIAL NUMBERS OR ANY OTHER FORM OF INTRICATE IDENTIFICATION.

9.8 THE RATIONALE FOR PERMITTING THE COMPANY TO REPOSSESS IT'S GOODS IS DUE TO THE FACT THAT THE CUSTOMER'S ACCOUNT IS IN DEBIT AND AFTER A RECONCILIATION THEREOF, SHOULD IT EMERGE THAT, WITH THE RECOVERY OF ALL GOODS ON THE PREMISES OF THE COMPANY, THE SAID COMPANY IS DUE A CREDIT, SUCH CREDIT SHALL BE PASSED.

9.9 IN THE EVENT THAT THE COMPANY REPOSSESSES ANY GOODS, THE CUSTOMER SHALL BE LIABLE TO PAY:

9.9.1 THE DIFFERENCE BETWEEN THE SELLING PRICE AND THE VALUE OF THE GOODS AT THE TIME OF REPOSSESSION OR RESALE PURSUANT TO SUCH REPOSSESSION; AND,

9.9.2 ALL OTHER COSTS INCURRED IN THE REPOSSESSION OF THE GOODS.

9.9.3 THE VALUE OF ANY REPOSSESSED GOODS SHALL BE DEEMED TO BE THE VALUE PLACED ON THEM BY ANY ACCOUNTANT, FINANCIAL MANAGER OR MEMBER/DIRECTOR OF THE COMPANY AFTER SUCH REPOSSESSION, AND SUCH VALUATION SHALL BE CONCLUSIVE PROOF OF THE VALUE, OR THE AMOUNT RECOVERED BY THE COMPANY PURSUANT TO THE SALE OF SUCH REPOSSESSED GOODS. IF THE GOODS ARE NOT RECOVERED FOR ANY REASON WHATSOEVER, THE VALUE SHALL BE DEEMED TO BE NIL.

10. RETURNED GOODS

10.1 IT IS AGREED THAT AT THE TIME OF DELIVERY OF THE GOODS TO THE CUSTOMER, THE CUSTOMER WILL INSPECT AND EXAMINE THE GOODS. GOODS SOLD BY THE COMPANY ARE NOT RETURNABLE SAVE AT THE ELECTION OF THE COMPANY. SHOULD THE COMPANY IN ITS ABSOLUTE DISCRETION ELECT TO ACCEPT THE RETURN OF ANY GOODS, THE FOLLOWING SHALL APPLY: -

Initials: Signatories

Witnesses

10.2 ALL GOODS RETURNED MUST BE COMPLETE, CLEAN, SALEABLE, UNDAMAGED AND IN THEIR ORIGINAL PACKAGING. ALL CLAIMS ARE IMMEDIATELY NULL AND VOID SHOULD ANY GOODS BE TAMPERED WITH, MIXED WITH OTHER GOODS OR STORED CONTRARY TO THE MANUFACTURER'S OR THE COMPANY'S SPECIFICATIONS.

10.3 THE COMPANY RESERVES THE RIGHT TO INVESTIGATE ALL DAMAGED GOODS RETURNED, BEFORE ANY SUCH GOODS ARE REPLACED BY THE COMPANY.

10.4 NO CLAIM FOR SHORTAGE OF GOODS WILL BE ENTERTAINED BY THE COMPANY UNLESS SUCH SHORTAGE HAS BEEN NOTED BY THE CUSTOMER ON THE FRONT OF THE COPY OF THE DELIVERY NOTE AND ONLY IF THE COMPANY HAS BEEN NOTIFIED IN WRITING BY THE CUSTOMER WITHIN 24 HOURS AFTER RECEIPT OF SUCH GOODS.

10.5 IF ANY DEFECT IN THE PRODUCTS, OR THE COMPONENTS OF THE PRODUCTS, RELATES TO ALTERATIONS CONTRARY TO THE INSTRUCTIONS OR AFTER LEAVING THE CONTROL OF THE COMPANY, THE COMPANY WILL NOT BE LIABLE FOR THOSE DEFECTS, INCLUDING IN RESPECT OF ANY POSSIBLE LIABILITY IN TERMS OF THE IMPLIED WARRANTY OF QUALITY CONTAINED IN THE CPA.

10.6 THE VALUE OF CREDIT FOR GOODS RETURNED WILL BE CALCULATED AT THE INVOICE VALUE WHEN THE GOODS WERE PURCHASED.

10.7 ALL GOODS ARE TO BE RETURNED AT THE CUSTOMER'S EXPENSE, TO SUCH PLACE AS INSTRUCTED BY THE COMPANY, AND THE RISK IN THE GOODS REMAINS WITH THE CUSTOMER UNTIL THE GOODS ARE RECEIVED BY THE COMPANY.

10.8 THE CUSTOMER MAY RETURN ANY GOODS DELIVERED TO THE CUSTOMER BY THE COMPANY WITHIN SEVEN (7) DAYS FROM THE DATE OF THE DELIVERY OF THE GOODS.

10.9 IF THE CUSTOMER WISHES TO RETURN ANY OF THE GOODS PURCHASED BY THE CUSTOMER FROM THE COMPANY IN CIRCUMSTANCES WHERE THE GOODS CONFORM TO THEIR SPECIFICATIONS AND/OR ARE NOT DEFECTIVE IN ANY MANNER WHATSOEVER, THEN THE COMPANY SHALL NOT BE OBLIGED TO ACCEPT THE RETURN OF ANY SUCH GOODS.

10.10 ANY REFUND GIVEN BY THE COMPANY TO THE CUSTOMER SHALL BE STRICTLY SUBJECT TO THE CONDITION THAT THE CUSTOMER SHALL UTILISE THE REFUND AS A CREDIT TO PURCHASE GOODS FROM THE COMPANY TO THE VALUE OF THE CREDIT PASSED IN ITS FAVOUR.

10.11 ALL RETURNED GOODS MUST CONTAIN THE ORIGINAL COMPANY INVOICE.

10.12 THE CUSTOMER SHALL NOT ACCEPT ANY GOODS IN EXCESS OF THE QUANTITY SPECIFIED ON THE INVOICE. IT SHALL BE INCUMBENT ON THE CUSTOMER TO NOTIFY THE COMPANY OF ANY EXCESS GOODS WHICH MAY BE DELIVERED TO IT. SUCH GOODS AS MAY BE IN EXCESS OF THE SPECIFIED QUANTITY ON THE INVOICE SHALL BE REMOVED BY THE COMPANY OR AN AUTHORISED REPRESENTATIVE, FROM THE CUSTOMER'S PREMISES WITHIN (14) FOURTEEN DAYS OF BECOMING AWARE OF THE EXCESSIVE DELIVERY AT THE COMPANY'S OWN COST.

11. WARRANTIES & INDEMNITIES

11.1 THE CUSTOMER WARRANTS:

11.1.1 THAT AT SIGNATURE DATE AND PRIOR TO ANY PLACING ANY ORDER OR ACCEPTING DELIVERY OF GOODS IT SHALL PASS THE SOLVENCY AND LIQUIDITY TEST AS CONTEMPLATED IN THE COMPANIES ACT 71 OF 2008.

11.1.2 IT SHALL AT ALL TIMES BE ABLE TO MEET ITS COMMITMENTS TO THE COMPANY, AND SHOULD IT BECOME UNABLE TO DO SO, IT SHALL IMMEDIATELY INFORM THE COMPANY THAT IT SHALL BE UNABLE TO DO SO. ANY BREACH OF THIS WARRANTY SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND CONSTITUTE A CRIMINAL ACT.

11.1.3 THAT AT SIGNATURE DATE, IT IS NOT SUBJECT TO ANY LEGAL PROCEEDINGS WHICH SHALL AFFECT ITS STATUS OR CAPACITY TO ACT IN TERMS OF THIS AGREEMENT.

11.1.4 THAT ALL THE INFORMATION THE CUSTOMER PROVIDED TO THE COMPANY IN CONNECTION WITH THE CONCLUSION OF THIS AGREEMENT IS TRUE, COMPLETE AND ACCURATE AND THE CUSTOMER IS NOT AWARE OF ANY MATERIAL FACTS OR CIRCUMSTANCES NOT DISCLOSED TO THE COMPANY AND WHICH, IF DISCLOSED, MAY ADVERSELY AFFECT THE DECISION TO ENTER INTO THIS AGREEMENT.

11.2 THE SIGNATORY HEREOF AND THE CUSTOMER HEREBY UNDERTAKES AND WARRANT THAT THEY SHALL ADVISE THE COMPANY, IN WRITING WITHIN 5 (FIVE) DAYS, OF A RELEVANT AGREEMENT BEING ENTERED INTO OF ANY CHANGE OF PROPRIETORSHIP, MEMBERS INTEREST, PARTNERSHIP, OWNERSHIP OF OR IN THE CUSTOMER, AND THAT THE SIGNATORY AND CUSTOMER SHALL BE LIABLE TO THE COMPANY FOR ANY DAMAGES OR LOSSES SUFFERED AS A RESULT OF A FAILURE TO DO SO.

Initials: Signatories

Witnesses

11.3 IN THE EVENT THAT:

11.3.1 THE CUSTOMER IS UNABLE (OR ADMITS INABILITY) TO PAY ITS DEBTS GENERALLY AS THEY FALL DUE OR IT IS (OR ADMITS TO BEING) OTHERWISE INSOLVENT;

11.3.2 THE CUSTOMER TAKES ANY PROCEEDINGS OR OTHER STEPS WITH A VIEW TO THE GENERAL READJUSTMENT, RESCHEDULING OR DEFERRAL OF ITS INDEBTEDNESS PROPOSES TO TAKE ANY SUCH STEP;

11.3.3 ANY RECEIVER, ADMINISTRATIVE RECEIVER, ADMINISTRATOR, COMPULSORY MANAGER, JUDICIAL CUSTODIAN, BUSINESS RESCUE PRACTITIONER, CURATOR, TRUSTEE IN BANKRUPTCY, LIQUIDATOR OR THE LIKE IS APPOINTED IN RESPECT OF THE CUSTOMER OR ANY MATERIAL PART OF ITS ASSETS OR THE CUSTOMER REQUESTS ANY SUCH APPOINTMENT;

11.3.4 ANY STEPS ARE TAKEN VIS-A-VIS THE CUSTOMER TO INVOKE BUSINESS RESCUE PROCEEDINGS OR TO APPOINT ANY BUSINESS RESCUE PRACTITIONER INCLUDING THE PROPOSAL OR PASSING OF ANY RESOLUTION OR THE APPLICATION TO ANY COURT IN RESPECT THEREOF;

11.3.5 THE CUSTOMER BEING OR BECOMING FACTUALLY OR COMMERCIALLY INSOLVENT OR COMMITTING ANY ACT WHICH, IF IT WERE A NATURAL PERSON WHO IS SUBJECT THERETO, WOULD BE AN ACT OF INSOLVENCY AS DESCRIBED IN THE RELEVANT INSOLVENCY STATUTE;

11.3.6 THE GRANTING OF ANY ORDER, WHETHER PROVISIONAL OR FINAL, FOR THE LIQUIDATION, DISSOLUTION, WINDING UP OF THE CUSTOMER OR THE PLACEMENT OF THE CUSTOMER UNDER BUSINESS RESCUE PROCEEDINGS OR ANY OTHER EQUIVALENT PROCEEDINGS, WHETHER PROVISIONAL OR FINAL;

11.3.7 ALLOWS A JUDGEMENT TO BE TAKEN AGAINST IT AND DOES NOT SATISFY SUCH JUDGEMENT WITHIN 7 (SEVEN) DAYS;

11.3.8 ANY EXECUTION, ATTACHMENT OR OTHER PROCEEDINGS LEVIED OR ENFORCED AGAINST THE CUSTOMER'S ASSETS OCCURS, UNLESS AN APPLICATION TO RESCIND THE RELEVANT EXECUTION OR ATTACHMENT ORDER IS SUCCESSFULLY BROUGHT BY THE CUSTOMER WITHIN 15 DAYS OF HAVING BECOME AWARE OF THE RELEVANT EXECUTION, ATTACHMENT OR OTHER SIMILAR ORDER; OR

11.3.9 ANY EVENT OCCURRING OR CIRCUMSTANCES ARISING WHICH IS ANALOGOUS TO ANY EVENTS REFERRED TO IN THIS CLAUSE

THE COMPANY SHALL BE ENTITLED WITHOUT PREJUDICE TO ANY OTHER RIGHTS WHICH IT MAY HAVE IN TERMS OF THIS AGREEMENT, OR IN LAW, TO TAKE POSSESSION OF ALL GOODS AT THE CUSTOMER'S PREMISES OR IN A THIRD PARTY'S POSSESSION WHICH VEST WITH THE COMPANY IN TERMS OF THIS AGREEMENT AND/OR RECEIVE PAYMENT OF ALL AMOUNTS OUTSTANDING IN TERMS OF ANY SALE.

11.4 IN THE EVENT OF AN ORDER BEING CANCELLED IN TERMS HEREOF BY THE CUSTOMER, THE COMPANY SHALL BE ENTITLED TO SUCH LOSS OF PROFITS AS IS DETERMINED BY ITS AUDITORS WHOSE CERTIFICATE OF SUCH LOSS OF PROFIT SHALL BE FINAL AND BINDING ON ALL PARTIES.

11.5 THE CUSTOMER IS NOT AUTHORISED TO SELL ANY GOODS SUPPLIED BY THE COMPANY, IF PAYMENT HAS NOT BEEN EFFECTED TO THE COMPANY IN RESPECT OF THOSE GOODS.

11.6 WARRANTY ON THE GOODS IS LIMITED TO THE COMPANY'S STANDARD WARRANTY. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. SAVE FOR WHAT IS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS THE GOODS ARE SOLD WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WITHOUT ANY REPRESENTATIONS, INCLUDING THAT THE GOODS ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY HAVE BEEN ORDERED.

11.7 THE COMPANY DISCLAIMS ALL LIABILITY TO THE CUSTOMER IN CONNECTION WITH THE COMPANY'S PERFORMANCE OR THE CUSTOMER'S USE OF THE GOODS SUPPLIED AND IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11.8 ANY LIABILITY OF THE COMPANY FOR BREACH OF CONTRACT WILL NOT EXCEED, IN THE AGGREGATE OF DAMAGES, COSTS, FEES AND EXPENSES CAPABLE OF BEING AWARDED TO THE CUSTOMER, THE PRICE PAID BY THE CUSTOMER FOR THE DEFECTIVE GOODS OR SERVICES SUPPLIED.

11.9 ANY ADVICE OR OPINION GIVEN BY THE COMPANY'S EMPLOYEES IS FOR THE CUSTOMER'S BENEFIT ONLY AND THE COMPANY ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR AS A RESULT OF THE CUSTOMER RELYING UPON SUCH ADVICE.

Initials: Signatories

Witnesses

11.10 THE CUSTOMER HAS FULL POWER AND AUTHORISATION TO EFFECT AND CARRY OUT THE OBLIGATIONS IN TERMS OF THIS AGREEMENT AND, IF THE CUSTOMER IS A CORPORATE ENTITY, ASSOCIATION, PARTNERSHIP OR A TRUST, THAT ALL NECESSARY CORPORATE AND/OR OTHER ACTIONS WERE TAKEN TO AUTHORISE THE EXECUTION OF THIS AGREEMENT AND THE CUSTOMER WILL PROVIDE THE COMPANY WITH THE ORIGINALS OR CERTIFIED COPIES OF ALL DOCUMENTS CONFIRMING SUCH AUTHORISATION, IF REQUESTED.

11.11 THE CUSTOMER HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IS AWARE OF ALL THE TERMS THEREOF. THE CUSTOMER UNDERSTANDS AND ACCEPTS ITS RISKS AND COSTS AS WELL AS ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

11.12 THE COMPANY'S SOLE OBLIGATIONS AND RESPONSIBILITIES TO THE CUSTOMER IN RELATION TO THE GOODS SHALL BE IN TERMS OF THE WARRANTIES AS SET OUT IN CLAUSE 10.5 ABOVE, AND FURTHERMORE, INSOFAR AS THE RELEVANT TRANSACTION(S) IS SUBJECT TO THE PROVISIONS OF SECTION 61 OF THE CPA, THE CUSTOMER HEREBY INDEMNIFIES THE COMPANY AGAINST AND HOLDS THE COMPANY HARMLESS FROM ANY HARM ARISING FROM THE DEATH OR PERSONAL INJURY SUFFERED BY THE CUSTOMER AND FROM THE LOSS OF OR PHYSICAL DAMAGE TO PROPERTY BELONGING TO THE CUSTOMER, CAUSED BY THE GOODS SUPPLIED BY THE COMPANY, (SUBJECT TO THE LIMITATIONS AND/OR EXCLUSIONS AND/OR EFFECTS OF SUB-SECTIONS 61(4) AND 61(6) OF THE CPA).

11.13 DUTIES UNDER THE CPA:
IN THE EVENT THAT THE CUSTOMER WILL NOT BE THE END USER OF THE GOODS AND WILL ON-SUPPLY THE GOODS TO THIRD PARTY USERS, THE FOLLOWING SHALL APPLY:

11.13.1 THE CUSTOMER IS FAMILIAR WITH THE PROVISIONS OF THE CPA INSOFAR AS THE SUPPLY OF GOODS OR SERVICES TO "CONSUMERS" AS DEFINED IN THE CPA, IS CONCERNED, AND THE CUSTOMER HEREBY AGREES TO COMPLY WITH ALL THE PROVISIONS OF THE CPA INSOFAR AS THEY RELATE TO SUCH "CONSUMERS".

11.13.2 THE CUSTOMER HEREBY UNDERTAKES WITH SPECIFIC REFERENCE TO SECTIONS 49 AND 58 OF THE CPA, TO PROVIDE "CONSUMERS" WITH ALL SUCH NOTICES AS MAY BE REQUIRED IN TERMS OF THE AFORESAID SECTIONS 49 AND 58, AND TO PROVIDE SAME IN THE MANNER AND FORMAT PRESCRIBED BY THE CPA.

11.13.3 THE CUSTOMER HEREBY INDEMNIFIES AND AGREES TO HOLD THE SUPPLIER HARMLESS FROM ANY CLAIMS, LOSSES OR LIABILITY MADE AGAINST, SUFFERED BY OR ESTABLISHED BY AND THIRD-PARTY END USER AGAINST THE SUPPLIER, BASED UPON OR FOUNDED IN THE FAILURE BY THE CUSTOMER TO COMPLY WITH THE PROVISIONS OF THE AFORESAID SECTIONS 49 AND 58.

12. LEGAL PROCEEDINGS

12.1 REGARDLESS OF THE PLACE OF EXECUTION OR PERFORMANCE UNDER THESE TERMS AND CONDITIONS OR DOMICILE OF THE CUSTOMER, THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND AMENDMENTS HEREOF, SHALL BE GOVERNED BY AND DECIDED UPON AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.

12.2 THE PARTIES AGREE, NOTWITHSTANDING THE AMOUNT IN DISPUTE, TO SUBMIT TO THE JURISDICTION OF THE MAGISTRATE'S COURT AND SHALL BE ENTITLED TO INSTITUTE ACTION OUT OF SUCH COURT.

12.3 A CERTIFICATE ISSUED AND SIGNED BY ANY DIRECTOR OR MANAGER OF THE COMPANY, WHOSE AUTHORITY NEED NOT BE PROVED, IN RESPECT OF ANY INDEBTEDNESS OF THE CUSTOMER TO THE COMPANY OR IN RESPECT OF ANY OTHER FACT, INCLUDING THE FACT THAT SUCH GOODS WERE SOLD AND DELIVERED, SHALL BE PRIMA FACIE EVIDENCE OF THE CUSTOMER'S INDEBTEDNESS TO THE COMPANY AND PRIMA FACIE EVIDENCE OF SUCH OTHER FACT AND PRIMA FACIE EVIDENCE OF THE DELIVERY OF THE GOODS.

12.4 THE CUSTOMER'S PHYSICAL ADDRESS AS PROVIDED IN THE APPLICATION, SHALL BE RECOGNISED AS THE CUSTOMER'S DOMICILIUM CITANDI ET EXECUTANDI (DOMICILIUM) FOR ALL PURPOSES IN TERMS OF THIS AGREEMENT, WHETHER IN RESPECT OF THE SERVING OF ANY COURT PROCESS, NOTICES, THE PAYMENT OF ANY AMOUNT OR COMMUNICATIONS OF WHATEVER NATURE.

12.5 THE CUSTOMER SHALL BE LIABLE TO THE COMPANY FOR ALL LEGAL EXPENSES (INCLUDING THE COST OF ANY TRACING AGENT) INCURRED BY THE COMPANY ON THE ATTORNEY AND OWN CLIENT SCALE IN THE EVENT OF:

12.5.1 ANY DEFAULT BY THE CUSTOMER; OR

12.5.2 ANY LITIGATION IN REGARD TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.

12.6 THE CUSTOMER SHALL PAY ALL LEGAL COSTS, INCLUDING ATTORNEY/OWN CLIENT COSTS, TRACING AGENT'S FEES AND COLLECTION CHARGES WHICH THE COMPANY MAY INCUR IN TAKING ANY STEPS PURSUANT TO ANY BREACH OR ENFORCEMENT OF THESE TERMS AND CONDITIONS BY THE CUSTOMER.

Initials: Signatories

Witnesses

12.7 IN ADDITION TO ANY OTHER SPECIFIC EXCLUSIONS OF LIABILITY CONTAINED HEREIN AND UNLESS OTHERWISE EXPRESSLY STATED HEREIN, THE PARTIES AGREE THAT THE CUSTOMER SHALL HAVE NO CLAIM AGAINST THE COMPANY FOR ANY LOSS OR DAMAGE, OF ANY NATURE, OCCASIONED BY ANY DEFECT IN ANY GOODS SUPPLIED, OR ANY FAILURE TO PROVIDE ADEQUATE INSTRUCTIONS IN RESPECT OF ANY HAZARDS THAT MIGHT ARISE FROM THE USE OF INCORRECT USE OF THE GOODS SAVE TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS CONTEMPLATED IN SECTION 61 OF THE CPA, AND PROVIDED THAT NOTHING IN THESE TERMS AND CONDITIONS MUST BE CONSTRUED AS IN ANY WAY LIMITING THE RIGHTS OF THE COMPANY TO RAISE SUCH DEFENCES AS MAY BE AVAILABLE TO IT AT COMMON LAW OR IN TERMS OF ANY STATUTE.

12.8 THE CUSTOMER EXPRESSLY AGREES THAT NO DEBT OWED TO THE COMPANY BY THE CUSTOMER SHALL BECOME PRESCRIBED BEFORE THE PASSING OF A PERIOD OF 10 (TEN) YEARS FROM THE DATE THAT THE COMPANY BECOMES AWARE OF THE DEBT.

13. FORCE MAJEURE

13.1 ANY ORDER IS SUBJECT TO CANCELLATION BY THE COMPANY DUE TO FORCE MAJEURE FROM ANY CAUSE BEYOND THE CONTROL OF THE COMPANY, INCLUDING BUT NOT LIMITED TO, INABILITY TO SECURE LABOUR, POWER, MATERIALS OR SUPPLIES, OR BY REASON OF AN ACT OF GOD, WAR, CIVIL DISTURBANCE, RIOT, STATE OF EMERGENCY, STRIKE, LOCKOUT, OR OTHER LABOUR DISPUTES, FIRE, FLOOD, DROUGHT OR LEGISLATION. THE CUSTOMER AGREES THAT THE COMPANY WILL BE IMMEDIATELY AND IRREVOCABLY RELEASED FROM ANY CONTRACTUAL OBLIGATIONS SHOULD ANY EVENT SET OUT IN THIS CLAUSE OCCUR.

14. CONSENT TO PROCESSING OF PERSONAL INFORMATION:

14.1 TO THE EXTENT THAT THE COMPANY IS CONSIDERED TO BE A RESPONSIBLE PARTY, AND THE CUSTOMER IS CONSIDERED TO BE A DATA SUBJECT, IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013, THE CUSTOMER HEREBY CONSENTS TO THE PROCESSING OF ITS PERSONAL INFORMATION FOR THE PURPOSES OF PERFORMING ADMINISTRATIVE FUNCTIONS AND GIVING EFFECT TO THIS AGREEMENT.

15. GENERAL

15.1 THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO VARY OR AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME AND ANY SUCH AMENDED OR VARIED TERMS AND CONDITIONS SHALL BE BINDING ON THE CUSTOMER FROM THE TIME THAT THE CUSTOMER IS NOTIFIED THEREOF. ANY SUBSEQUENT DEALINGS SHALL BE ON THE COMPANY'S AMENDED TERMS AND CONDITIONS.

15.2 THIS AGREEMENT:

15.2.1 CONSTITUTES THE WHOLE AGREEMENT BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND NO AGREEMENT, REPRESENTATIONS OR WARRANTIES BETWEEN THE PARTIES OTHER THAN THOSE SET OUT HEREIN ARE BINDING ON THE PARTIES;

15.2.2 WILL GOVERN ALL FUTURE CONTRACTUAL RELATIONSHIPS BETWEEN THE PARTIES;

15.2.3 IS APPLICABLE TO ALL EXISTING TRANSACTIONS AND DEBTS BETWEEN THE PARTIES; AND

15.2.4 IS FINAL AND BINDING AND IS NOT SUBJECT TO ANY SUSPENSIVE OR RESOLUTIVE CONDITIONS.

15.3 THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS ON WHICH THE COMPANY SELLS THE GOODS TO CUSTOMERS WHO ARE CONSUMERS FOR THE PURPOSES OF THE CPA. ANY CUSTOMER OF THE COMPANY WHO IS NOT A CONSUMER FOR THE PURPOSES OF THE CPA IS NOT ENTITLED TO THE BENEFITS OF THESE TERMS AND CONDITIONS AND ANY GOODS SUPPLIED BY THE COMPANY TO SUCH A PERSON SHALL BE SUPPLIED ON THE BASIS OF THE COMPANY'S STANDARD TERMS AND CONDITIONS, COPIES OF WHICH ARE AVAILABLE FROM THE COMPANY ON REQUEST.

15.4 NOTICES:

15.4.1 EACH PARTY CHOOSES THE ADDRESS CHOSEN BY IT IN THE APPLICATION FOR ALL PURPOSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AT WHICH ADDRESS ALL THE PROCESSES AND NOTICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ITS BREACH OR TERMINATION, AND ANY LEGAL NOTICE, PLEADING OR PROCESS, MAY VALIDLY BE SERVED UPON OR DELIVERED TO IT.

15.4.2 EITHER OF THE PARTIES MAY, ON WRITTEN NOTICE TO THE OTHER, CHANGE THE ADDRESS NOMINATED BY IT IN TERMS OF THE APPLICATION TO ANY OTHER PHYSICAL ADDRESS WITHIN SOUTH AFRICA (NOT A POST OFFICE BOX OR THE SIMILAR), PROVIDED THAT SUCH CHANGE SHALL ONLY BE DEEMED TO BE EFFECTIVE ON THE 7TH (SEVENTH) DAY AFTER THE PARTY NOT GIVING NOTICE HAS RECEIVED SUCH NOTICE IN ACCORDANCE WITH THE PROVISIONS OF THIS CLAUSE.

15.4.3 ANY NOTICE GIVEN IN TERMS OF THIS AGREEMENT SHALL BE IN WRITING AND SHALL:

15.4.4 BE DELIVERED BY HAND OR EMAIL. (I) IF DELIVERED BY EMAIL, THEN IT WILL BE DEEMED TO HAVE BEEN DULY RECEIVED BY THE ADDRESSEE ON THE FIRST BUSINESS DAY FOLLOWING THE DATE OF TRANSMISSION; AND (II) IF DELIVERED BY HAND BE DEEMED TO HAVE BEEN DULY RECEIVED BY THE ADDRESSEE ON THE FIRST BUSINESS FOLLOWING THE DATE OF SUCH DELIVERY BY HAND.

Initials: Signatories

Witnesses

15.4.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, A WRITTEN NOTICE OR COMMUNICATION ACTUALLY RECEIVED BY ONE OF THE PARTIES FROM THE OTHER SHALL BE ADEQUATE WRITTEN NOTICE OR COMMUNICATION TO SUCH PARTY.

15.5 THE PROVISIONS OF THIS CLAUSE SHALL NOT DETRACT FROM, AND SHALL BE SUBJECT TO, THE CUSTOMER'S RIGHTS IN TERMS OF SECTION 69 OF THE CPA (OF APPLICABLE) TO ENFORCE ANY RIGHTS THROUGH THE MECHANISMS CREATED BY THE CPA.

15.6 NO AMENDMENT AND/OR ALTERATION AND/OR DELETION AND/OR ADDITION AND/OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER CONSENSUAL OR UNILATERAL OR BILATERAL SHALL BE OF ANY FORCE AND EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY A DIRECTOR OF THE COMPANY. NO AGREEMENT, WHETHER CONSENSUAL OR UNILATERAL, PURPORTING TO OBLIGATE THE COMPANY TO SIGN A WRITTEN AGREEMENT TO AMEND, ALTER, VARY, DELETE, ADD OR CANCEL THESE TERMS AND CONDITIONS SHALL BE OF ANY FORCE AND EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY A DIRECTOR OF THE COMPANY.

15.7 THE CUSTOMER AGREES THAT ANY PRINTOUT OF COMPUTER EVIDENCE TENDERED THE COMPANY SHALL BE ADMISSIBLE EVIDENCE AND THE CUSTOMER SHALL NOT OBJECT TO THE ADMISSIBILITY OF SUCH EVIDENCE PURELY ON GROUNDS THAT SUCH EVIDENCE IS COMPUTER EVIDENCE OR THAT THE REQUIREMENTS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT (25 OF 2002) HAVE NOT BEEN MET.

15.8 NO WARRANTIES, REPRESENTATIONS OR GUARANTEES HAVE BEEN MADE BY THE COMPANY OR ON ITS BEHALF, WHICH MAY HAVE INDUCED THE CUSTOMER TO SIGN THIS DOCUMENT.

15.9 NO RELAXATION OR INDULGENCE WHICH THE COMPANY MAY GIVE AT ANY TIME IN REGARD TO THE CARRYING OUT OF THE CUSTOMER'S OBLIGATIONS IN TERMS OF ANY CONTRACT SHALL PREJUDICE, OR BE DEEMED TO BE A WAIVER OF, ANY OF THE COMPANY'S RIGHTS IN TERMS OF ANY CONTRACT.

15.10 THE CUSTOMER SHALL NOT BE ENTITLED TO CEDE ITS RIGHTS, DELEGATE NOR ASSIGN ITS OBLIGATIONS IN TERMS OF THESE TERMS AND CONDITIONS.

15.11 THE COMPANY SHALL AT ANY TIME IN ITS SOLE DISCRETION BE ENTITLED TO CEDE ALL OR ANY OF ITS RIGHTS IN TERMS OF THIS APPLICATION FOR CREDIT FACILITIES INCLUDING ALL TERMS AND CONDITIONS TO ANY THIRD PARTY WITHOUT PRIOR NOTICE TO THE CUSTOMER.

15.12 THIS AGREEMENT SUPERSEDES, NOVATES AND REPLACES ALL PRIOR AGREEMENTS, WHETHER ORAL OR IN WRITING, AS BETWEEN THE PARTIES WITH REGARD TO ITS SUBJECT MATTER.

15.13 THE HEADINGS IN THIS DOCUMENT ARE INCLUDED FOR CONVENIENCE AND ARE NOT TO BE TAKEN INTO ACCOUNT FOR THE PURPOSE OF INTERPRETING THIS AGREEMENT.

15.14 EACH OF THE TERMS HEREIN SHALL BE A SEPARATE AND DIVISIBLE TERM AND IF ANY SUCH TERM BECOMES UNENFORCEABLE FOR ANY REASON WHATSOEVER, THEN THAT TERM SHALL BE SEVERABLE AND SHALL NOT AFFECT THE VALIDITY OF THE OTHER TERMS.

15.15 ANY CONDITIONS STIPULATED BY THE CUSTOMER WHICH CONFLICT OR CONTRADICT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

15.16 IMPLEMENTATION AND GOOD FAITH:

15.16.1 THE PARTIES UNDERTAKE TO DO ALL SUCH THINGS, PERFORM ALL SUCH ACTS AND TAKE ALL STEPS TO PROCURE THE DOING OF ALL SUCH THINGS AND THE PERFORMANCE OF ALL SUCH ACTS, AS MAY BE NECESSARY OR INCIDENTAL TO GIVE OR BE CONDUCIVE TO THE GIVING OF EFFECT TO THE TERMS, CONDITIONS AND IMPORT OF THIS AGREEMENT. THE PARTIES SHALL AT ALL TIMES DURING THE CONTINUANCE OF THIS AGREEMENT OBSERVE THE PRINCIPLES OF GOOD FAITH TOWARDS ONE ANOTHER IN THE PERFORMANCE OF THEIR OBLIGATIONS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

16. CONFIDENTIALITY:

16.1.1 EACH PARTY SHALL KEEP SECRET AND CONFIDENTIAL ALL, AND NOT DISCLOSE TO ANY PERSON ANY, INFORMATION OF AND/OR CONCERNING THE AFFAIRS OF THE OTHER THAT THEY MAY HAVE ACQUIRED IN NEGOTIATING, SETTLING AND/OR IMPLEMENTING THIS AGREEMENT. THE AFORESAID RESTRICTION WITH REGARDS TO DISCLOSURE SHALL NOT APPLY WHERE DISCLOSURE IS STRICTLY NECESSARY FOR THE PURPOSE OF GIVING EFFECT TO THIS AGREEMENT, PROVIDED THAT, THE DISCLOSING PARTY UNDERTAKES TO BIND SUCH THIRD PARTY TO THE PROVISIONS OF THIS CLAUSE, THE TERMS ADJUSTED FOR THE CONTEXT, AND GUARANTEES THEIR PERFORMANCE, AND THE PERFORMANCE OF ANY FURTHER PARTIES TO WHOM SUCH PARTY MAY DISCLOSE TO, IN RESPECT OF SAME. NO PARTY SHALL USE ANY SUCH INFORMATION FOR ITS OWN BENEFIT, PROVIDED THAT THIS OBLIGATION SHALL NOT EXTEND TO INFORMATION (I) WHICH IS IN OR COMES INTO THE PUBLIC DOMAIN OTHERWISE THAN THROUGH THE DEFAULT OF ANY PARTY OR AN OUTSIDER; (II) THE DISCLOSURE OF WHICH IS AGREED TO BY THE PARTIES; (III) WHICH IS PROPERLY AVAILABLE TO THE PUBLIC OR DISCLOSED OR DIVULGED PURSUANT TO AN ORDER OF A COURT OF COMPETENT JURISDICTION; (IV) THE DISCLOSURE OF WHICH IS REQUIRED BY LAW, A STOCK EXCHANGE OR OTHER REGULATORY AUTHORITY; (V) WHICH IS ALREADY KNOWN TO THE DISCLOSING PARTY AND IS NOT SUBJECT TO AN OBLIGATION OF CONFIDENCE; (VI) WHICH IS INDEPENDENTLY DEVELOPED BY THE DISCLOSING PARTY WITHOUT USING PROPRIETARY INFORMATION; AND/OR (VII) WHICH IS RIGHTFULLY RECEIVED FROM AN OUTSIDE PARTY.

Initials: Signatories

Witnesses

STANDARD TERMS & CONDITIONS

I/WE THE UNDERSIGNED, DO HEREBY WARRANT THAT ALL THE INFORMATION RECORDED IN THIS APPLICATION IS TRUE AND CORRECT AND I/WE AGREE THAT ALL TRANSACTIONS CONCLUDED WITH THE COMPANY SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN AND AGREE TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS AND WITHOUT LIMITING THE GENERALITY THEREOF, IN SO FAR AS THE LATTER RELATES TO THE SIGNATORIES.

Dated at _____ on this _____ day of _____20_____

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Full name: _____ ID number: _____

Capacity: _____ Signature: _____
(Who warrants that he/she is duly authorised hereto)

Witness full name: _____ ID number: _____

Signature: _____

Initials: Signatories _____ Witnesses _____

DEED OF SURETYSHIP

1. UPON BY ITS/THEIR SIGNATURE, THE SIGNATORY(IES) HEREBY INTERPOSED HIMSELF/HERSELF JOINTLY AND SEVERALLY AS SIGNATORY(IES) AND CO-PRINCIPAL DEBTOR(S), IN SOLIDUM, WITH THE CUSTOMER FOR THE DUE PAYMENT BY THE CUSTOMER OF ALL AMOUNTS WHICH ARE DUE OR MAY BECOME DUE AND OWING FROM TIME TO TIME TO **NKOMAZI IMPORT AND EXPORT AGENCIES (PTY) LTD** IN TERMS OF OR ARISING OUT OF THIS AGREEMENT OR ARISING OUT OF THE ENFORCEMENT, BREACH OR CANCELLATION OF THIS AGREEMENT.
2. THE SIGNATORY(IES) EXPRESSLY RENOUNCES THE BENEFITS OF THE LEGAL EXCEPTIONS "EXCUSSION" AND "DIVISION" AND AGREES THAT THE COMPANY SHALL NOT BE OBLIGED TO INSTITUTE ACTION AGAINST THE CUSTOMER IN THE FIRST INSTANCE PRIOR TO SEEKING TO RECOVER ANY INDEBTEDNESS DIRECTLY FROM THE SIGNATORY(IES) AS SURETY(IES).
3. IF THE COMPANY GIVES THE CUSTOMER AN EXTENSION OR INDULGENCE FOR THE DUE PERFORMANCE OF ITS OBLIGATIONS, THE COMPANY MAY STILL ASK THE SURETY(IES) TO PERFORM THE OBLIGATION OWING BY THE CUSTOMER AS IF SUCH COMPROMISE, INDULGENCE, EXTENDED TIME OR EXTENDED TERMS HAD NOT BEEN ENTERED INTO OR GRANTED.
4. THE SURETY(IES) ACKNOWLEDGE/S BEING AWARE OF THE TERMS OF THE CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGE THAT ALL THE OBLIGATIONS ASSUMED BY THE CUSTOMER IN TERMS OF THE CUSTOMER'S OBLIGATIONS SHALL BE BINDING ON THE SURETY(IES). THE SURETY(IES) FURTHER ACKNOWLEDGE/S THAT WHERE APPLICABLE, THE TERMS OF THE CUSTOMER'S OBLIGATIONS SHALL BE APPLICABLE TO THIS SURETYSHIP.
5. A CERTIFICATE WHICH STATES THE AMOUNT THAT THE CUSTOMER OWES TO THE COMPANY WILL BE PROOF OF THE DEBT AND CALCULATION OF IT, IF A DIRECTOR OF THE COMPANY HAS SIGNED IT, UNLESS THE OPPOSITE IS PROVED. IT WILL NOT BE NECESSARY TO PROVE THE APPOINTMENT OR SIGNATURE OF THE PERSON SIGNING ANY SUCH CERTIFICATE.
   5.1 SUCH CERTIFICATE WILL BE:
      5.1.1 VALID IN ANY COMPETENT COURT FOR THE PURPOSE OF OBTAINING SUMMARY JUDGMENT AGAINST THE SURETY(IES) THEREON; AND
      5.1.2 DEEMED TO BE SUFFICIENT PARTICULARITY FOR THE PURPOSES OF PLEADING OR TRIAL IN ANY ACTION INSTITUTED BY THE COMPANY AGAINST THE SURETY(IES) UNDER THIS SURETYSHIP.
6. THE SURETY(IES) WILL BE RESPONSIBLE FOR ALL CHARGES AND EXPENSES INCURRED BY THE COMPANY FOR SECURING THE PERFORMANCE OF THE OBLIGATIONS OF THE CUSTOMER OR OF THE SURETY(IES), OR FOR ENFORCING THE RIGHTS OF THE COMPANY INCLUDING ALL LEGAL COSTS ON THE SCALE AS BETWEEN ATTORNEY AND OWN CLIENT, ALL COLLECTION COMMISSIONS AND ALL FEES OF TRACING AGENTS.
7. NO RELAXATION OR INDULGENCE GRANTED BY THE COMPANY TO THE SURETY(IES) AT ANY TIME SHALL BE DEEMED TO BE A WAIVER OF THE COMPANY'S RIGHTS IN TERMS OF THIS SURETYSHIP AND NO SUCH RELAXATION OR INDULGENCE SHALL BE DEEMED TO BE A NOVATION OR WAIVER OF ANY OF THE TERMS OF THIS SURETYSHIP.
8. FOR THE PURPOSES OF THIS SURETYSHIP, INCLUDING THE GIVING OF ANY NOTICE REQUIRED OR PERMITTED IN TERMS OF THIS AGREEMENT AND ANY PROCEEDINGS WHICH MAY BE INSTITUTED BY VIRTUE OF THIS AGREEMENT, THE SURETY(IES) CHOOSE/S HIS (OR HER OR ITS) ADDRESS FOR THE SERVICE OF NOTICES, PROCESSES AND EXECUTION AS SET OUT ABOVE.

Dated at _____ on this _____ day of _____ 20_____

Surety full name: _____ Surety ID number: _____

Capacity: _____ Signature: _____

(Who warrants that he/she is duly authorised hereto)

Surety full name: _____ Surety ID number: _____

Capacity: _____ Signature: _____

(Who warrants that he/she is duly authorised hereto)

Surety full name: _____ Surety ID number: _____

Capacity: _____ Signature: _____

(Who warrants that he/she is duly authorised hereto)

Witness full name: _____ ID number: _____

Initials: Signatories _____ Witnesses _____

SUPPORTING DOCUMENTS

REQUIRED SUPPORTING DOCUMENTS FOR CREDIT APPLICATIONS AT PATEL HARDWARE

KINDLY NOTE THAT THE APPLICATION CANNOT BE PROCESSED IF THE REQUIRED DOCUMENTS ARE NOT SUBMITTED.

PLEASE FEEL FREE TO EMAIL US IF YOU NEED ASSISTANCE WITH YOUR APPLICATION: **debtors@patelsgroup.co.za**

PLEASE ATTACH THE FOLLOWING WITH YOUR APPLICATION:

COMPANY (PTY) LTD

1. COPY OF ID DOCUMENT OF ALL DIRECTORS
2. COPY OF THE REGISTRATION PAPER DOCUMENT (CIPRO)
3. PROOF OF BANKING
4. CURRENT TAX CLEARANCE
5. RESOLUTION (IF APPLICABLE) SIGNED BY ALL DIRECTORS
6. 3 MONTHS BANK STATEMENTS
7. LETTERHEAD OF BUSINESS
8. AUDITED FINANCIALS
9. LETTER OF GOOD STANDING FROM BANK

CLOSE CORPORATION (CC)

1. COPY OF ID DOCUMENT OF ALL MEMBERS
2. COPY OF THE REGISTRATION PAPER DOCUMENT (CIPRO)
3. PROOF OF BANKING
4. CURRENT TAX CLEARANCE
5. RESOLUTION (IF APPLICABLE) SIGNED BY ALL MEMBERS
6. 3 MONTHS BANK STATEMENTS
7. LETTERHEAD OF BUSINESS
8. AUDITED FINANCIALS

PARTNERSHIP

1. COPY OF ID DOCUMENT OF ALL MEMBERS
2. COPY OF PARTNERSHIP AGREEMENT
3. PROOF OF BANKING
4. CURRENT TAX CLEARANCE
5. 3 MONTHS BANK STATEMENTS
6. LETTERHEAD OF BUSINESS

SOLE OWNER

1. COPY OF ID DOCUMENT
2. PROOF OF BANKING
3. 3 MONTHS BANK STATEMENTS
4. LETTERHEAD OF BUSINESS
5. TAX CERTIFICATE (IF APPLICABLE)

TRUST

1. COPY OF ID DOCUMENT OF ALL TRUSTEES
2. COPY OF THE TRUST DEED
3. COPY OF THE "LETTER OF AUTHORITY"
4. CURRENT TAX CLEARANCE
5. 3 MONTHS BANK STATEMENTS
6. BANK LETTER
7. AUDITED FINANCIALS
8. PLEASE NOTE THAT TRUSTEES MUST SIGN SURETY

GOVERNMENT

1. COPY OF ID DOCUMENT (IF APPLICABLE)
2. LETTER WITH ALL THE DETAILS OF THE NPO

NON-PROFIT ORGANISATION

1. COPY OF ID DOCUMENT OF ALL DIRECTORS
2. COPY OF THE REGISTRATION PAPER DOCUMENT (CIPRO)
3. PROOF OF BANKING
4. CURRENT TAX CLEARANCE
5. RESOLUTION (IF APPLICABLE) SIGNED BY ALL DIRECTORS
6. 3 MONTHS BANK STATEMENTS
7. LETTERHEAD OF BUSINESS
8. AUDITED FINANCIALS

CONSUMER

1. COPY OF ID DOCUMENT
2. PROOF OF BANKING
3. 3 MONTHS BANK STATEMENTS
4. INCOME & EXPENSE SHEET

PLEASE NOTE:

1. APPLICATIONS WITH ALTERATIONS WILL NOT BE ACCEPTED.
2. WITNESS MUST INITIAL ON EACH PAGE IN BLOCK PROVIDED, AS WELL AS SIGN (FILL IN FULL NAME WITH SURNAME AND ID NUMBER) IN SPACE PROVIDED ON **PAGES 3, 14, 15 AND 17.**
3. THIS APPLICATION FORM MUST BE **FILLED IN WITH BLACK PEN.**

Initials: Signatories

Witnesses

AUTHORISATION TO PURCHASE

Kindly take note that **"THE COMPANY"** referred to herein, is the same entity and supplier identified on the front cover of the associated Credit Application form, namely **Nkomazi Import and Export Agencies (PTY) Ltd** (legal entity name of store)

I/We, the undersigned, confirm that I/We, am/are the duly authorised representative/s of the debtor, namely _____ (legal entity name of debtor) ("debtor") and as such am authorised and have capacity to specifically warrant that the individuals listed below have the full authority to purchase, place orders an receive materials from the supplier on the debtors' account:

Authorised Purchasers

Full name: _____ ID number: _____

Phone number: _____ Email address: _____

Full name: _____ ID number: _____

Phone number: _____ Email address: _____

Full name: _____ ID number: _____

Phone number: _____ Email address: _____

Full name: _____ ID number: _____

Phone number: _____ Email address: _____

Preferred authentication method: ☐ Fingerprint (Up to 5) ☐ PIN Code (Up to 8 Digits) ☐☐☐☐☐☐☐☐

The debtor furthermore specifically undertakes to advise the supplier of any changes to and/or cancellations of the above authorisation, which notice shall be in writing and shall be furnished as soon as reasonably possible after such amendment comes to the knowledge of the debtor. The debtor confirms that until such time as written notice of amendment has been received by supplier, the abovementioned individuals shall be deemed by the supplier to have such authorisation to purchase and that all associated risks in the delay of such notice shall be borne by the debtor entirely.

Full name: _____ Signature: _____

ID number: _____ Capacity: _____

(Who warrants that he/she is duly authorised hereto)

Full name: _____ Signature: _____

ID number: _____ Capacity: _____

(Who warrants that he/she is duly authorised hereto)

Full name: _____ Signature: _____

ID number: _____ Capacity: _____

(Who warrants that he/she is duly authorised hereto)

Witness full name: _____ Signature: _____

ID number: _____

Initials: Signatories _____ Witnesses _____