

CREDIT APPLICATION

INCLUDING STANDARD TERMS AND CONDITIONS OF SALE

INCORPORATING DEED OF SURETYSHIP BY SIGNATORY

IN THE NAME OF

.....
 (“Applicant” and/or “Customer”)

THIS APPLICATION IS TO BE COMPLETED BY THE APPLICANT. ALL QUESTIONS ARE TO BE ANSWERED FULLY. FAILURE TO FULLY COMPLETE THIS APPLICATION COULD RESULT IN CREDIT FACILITIES NOT BEING GRANTED.

We, _____ (“the Customer”), hereby make application for credit facilities for the opening of an account with **Bosco Printed Circuits (Pty) Ltd** (“the Company”)

In support of the application, the following information is furnished:-

SECTION A:
[To be completed by ALL applicants]

Please mark with (x) the relevant legal entity under which you will operate the account

1.

Registered Company		ALSO COMPLETE SECTION B & E
Close Corporation		ALSO COMPLETE SECTION B & E
Sole Proprietor		ALSO COMPLETE SECTION C & E
Partnership		ALSO COMPLETE SECTION C & E
Trust		ALSO COMPLETE SECTION D & E

- 2. A. Full legal name of business
- B. Trading name (if different from legal name).....
- C. VAT Registration No *
 * *Attach copy of VAT certificate*
- D. Date established
- E. Type of business
- 3. Postal address Code
- 4. Physical address (where goods will be kept)
- 5. A. Telephone number Dialling code
- B. Telefax number Dialling code
- 6. Are premises rented or owned by business?
- 7. Name & address of landlord
- 8. How long have you been in your present premises?

I have read and understood the terms and conditions on this page

[Please initial]

9. Physical address & *domicilium* chosen in terms of clause 16 of the Terms and Conditions

10. Name of authorised buyers for and on behalf of Customer: *

Full Names	Identity Number	Residential Address	Tel No. (Home)	Cell Number

* Should any of the above listed buyers leave your employ, please advise the Company immediately in writing so that the Company may remove this person's buying (ordering) authority. Failure to do so will render the Customer liable for the order subject to all the Terms and Conditions contained herein.

11. Bankers:-

- A. Name:
- B. Branch: Branch Code:
- C. Account No:
- D. Account name / description:

- 12. A. Estimated monthly purchases
- B. Amount of credit requested

13. Trade references:-

Full name of company	Terms	Purchase Value	Tel No & Code

14. **OUR PAYMENT TERMS ARE STRICTLY 30 DAYS:** Payment due on or before **30 days** from date of month-end statement (subject to the Terms and Conditions).

15. A. Gross asset value*, in rands R..... B. Annual turnover**, in rands R.....

- Please note this information is relevant to your Credit Application and is a threshold required in terms of the **National Credit Act 34 of 2005** and the **Consumer Protection Act 68 of 2008**.

*Preferably as recorded on your balance sheet for the immediately preceding financial year (if available).
 **Preferably as recorded on your income statement for the immediately preceding financial year (if available).

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[Please initial]

16. Details of fixed property owned by sole proprietor / partner/s/company/close corporation/trust

Address	Stand No & Township	Estimated Value	Bond Value	Bond Holder	In whose name is the property registered

SECTION B:

[To be completed if Applicant is a Registered Company or Close Corporation]

1. Registered office address
2. A. Company / Close Corporation Registration No: *
** Attach copy of Certificate of Incorporation*
 B. Date of incorporation
3. If a subsidiary company, name of holding company
4. Who are the auditors / accountants of the company / close corporation? (Full details required)
 Name:
 Telephone number:
5. Date of latest audited financial statements

 (Note you can speed up your application by attaching a copy of your latest audited financial statements).
6. Who are the directors of the company / members of the close corporation?

Full Names	Identity Number	Residential Address	Tel No. (Home)	Cell Number

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[Please initial]

SECTION C:

[To be completed if Applicant is a Partnership or Sole Proprietor]

1. Date of commencement of business:
2. Nationality if not South African:
3. Are you presently insolvent?
4. Full details of proprietors/partners:-

Full Names	Identity Number	Residential Address	Tel No. (Home)	Cell Number

SECTION D:

[To be completed if Applicant is a Trust]

1. Date of establishment of trust:
2. Trust registration number:
3. Auditors/accountants:
Name:
Telephone number:
4. Full details of trustees:-

Full Names	Identity Number	Residential Address	Tel No. (Home)	Cell Number

I have read and understood the terms and conditions on this page

[Please initial]

SECTION E:

[To be completed by all Applicants]

CONSENT

I/We hereby authorize **Bosco Printed Circuits (Pty) Ltd** to furnish credit information concerning myself/ourselves to any credit bureau, or to any credit provider seeking trade references, and to request information concerning myself/ourselves from any credit bureau or any credit provider in order to conduct a credit assessment or affordability assessment in respect of myself/ourselves and/or to trace me/us.

Please initial to show consent

I have read and understood the terms and conditions on this page

[Please initial]

TERMS AND CONDITIONS OF CREDIT SALES INCORPORATING A DEED OF SURETYSHIP

NOTE TO CUSTOMER: BE ADVISED THAT WHEN SIGNING THESE TERMS AND CONDITIONS, YOU BECOME BOUND THEREBY. EACH TERM IS IMPORTANT FOR YOU TO UNDERSTAND. SOME OF THE MORE ONEROUS TERMS (FOR EXAMPLE LIMITATION OF LIABILITY OF THE COMPANY AND ASSUMPTION OF RISK BY YOU) HAVE BEEN BOLDED IN ORDER TO BRING SAME TO YOUR ATTENTION. HOWEVER, ALL TERMS ARE IMPORTANT AND BINDING.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these conditions, save where the context otherwise requires, the following words and expressions shall have the following meanings:-
- 1.1.1. **“Agreement”** means the Terms and Conditions contained herein together with the Credit Application to which these Terms and Conditions are attached;
 - 1.1.2. **“Applicant”** means the natural or juristic person as indicated in the Credit Application;
 - 1.1.3. **“Company”** means Bosco Printed Circuits (Pty) Ltd with registration number: 1966/003723/07, as incorporated in terms of the Company Laws of South Africa as amended or succeeded from time to time, its subsidiaries, associated companies, successors-in-title and assigns from time to time, if any, and each member or future member of the Bosco Printed Circuits Group from time to time, who need not notify the Customer of its acceptance of the benefits of these conditions, and in respect of which the benefits imparted by these conditions may not be withdrawn prior to its acceptance thereof;
 - 1.1.4. **“Consumer Protection Act”** means the Consumer Protection Act 68 of 2008 as amended from time to time;
 - 1.1.5. **“Credit Application”** means the form/application to which this Agreement is attached;
 - 1.1.6. **“Customer”** means natural or juristic persons, including any of their associated businesses, subsidiaries, holding companies, successors or lawful assigns, as the case may be, who requests and/or makes use of any of the Company’s products and includes any Applicant who applies for credit facilities with the Company;
 - 1.1.7. **“ex works”** means that the Company delivers when it places the products at the disposal of the Customer at the Company’s premises or at another named place (ie. works, factory, warehouse, etc.) The Company does not need to load the products on any collecting vehicle, nor does it need to clear the products for export, with such clearance as applicable. The Company has no obligation to the Customer to load the products and if the Company does load the products, it does so at the Customer’s risk and expense. The Company has no obligation to the Customer to insure the products. The term “ex works” is used as defined in the Incoterms® of 2010 as published by the International Chamber of Commerce;
 - 1.1.8. **“National Credit Act”** means the National Credit Act 34 of 2005 as amended from time to time;
 - 1.1.9. **“parties”** means the Company and the Customer jointly;
 - 1.1.10. **“price”** means the aggregate of the charges and fees set out in the Company’s invoice or statement;
 - 1.1.11. **“products”** means any products supplied by the Company from time to time;
 - 1.1.12. **“quotation”** means the amount quoted by the Company for the supply of products to the Customer;
 - 1.1.13. **“signatory”** means the person who appends his signature hereto;
 - 1.1.14. **“Terms and Conditions”** means the Terms and Conditions incorporated in this Agreement;
 - 1.1.15. **“VAT”** means Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended from time to time;
- 1.2. Expressions which denote a natural person shall include a reference to bodies corporate and juristic persona;
- 1.3. Expressions which denote the masculine shall include a reference to the other two genders and *vice versa*;
- 1.4. Expressions which denote the singular shall include a reference to the plural and *vice versa*;
- 1.5. Headings are for reference purposes only and shall not be considered in the interpretation of the conditions which they relate;
- 1.6. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

I have read and understood the terms and conditions on this page

[Please initial]

2. OVERRIDING EFFECTS OF TERMS AND CONDITIONS

Unless otherwise specifically agreed in writing, all existing and future business conducted by the Company shall be on the Terms and Conditions set out herein, and no other terms or conditions, whether contained in the Customer's documentation or otherwise, shall be binding on the Company unless reduced to writing and signed by both parties.

3. CREDIT FACILITIES, OWNERSHIP AND RISK

- 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 nature and extent of such facilities shall at all times be in the Company's sole discretion and the Company reserves the right to amend, vary, suspend or withdraw such facilities at any time without prior notice, subject to the provisions of the National Credit Act. In such circumstances the provisions of these Terms and Conditions will still apply to those amounts that are owed by the Customer under the credit facilities before the date on which the Company suspended or withdrew the credit facilities.
- 3.3. The Company reserves the right, by written notice to the Customer, to reduce the credit limit under the credit facilities granted to the Customer, which reduction will take effect on delivery of a written notice to the Customer.
- 3.4. The Company may increase the credit limit under the credit facilities with the written consent of the Customer, provided that the Company is satisfied that the Customer will be able to meet its obligations under the increased credit limit.
- 3.5. The credit limit granted by the Company to the Customer shall not be deemed to be limit of the Customer's indebtedness to the Company.
- 3.6. **It is a condition of sale that notwithstanding delivery of the products and the transfer of possession to the Customer, ownership of the goods shall remain vested in the Company until the whole of the price shall have been paid by the Customer. The risk in such goods shall, however, pass to the Customer immediately upon delivery.**

4. PRICE

- 4.1. All quotations shall remain valid for a period of 7 (seven) days from the date of quotation, unless amended by the Company prior to acceptance thereof.
- 4.2. Unless the Company provides the Customer with a written quotation, which the Customer accepts within the period for which the quotation is valid, the price of the Company's products will be the price ruling at the date of the supply of the products.
- 4.3. The price shall exclude VAT which the Customer shall be liable to pay to the Company in addition to the price.
- 4.4. The Company will not, under any circumstances, be precluded from raising or correcting any debit (and from obtaining payment thereof) in relation to any amount due to it.
- 4.5. Unless agreed thereto in writing the Company shall not grant any discount, including settlement discounts. In the event that the Company grants a discount, the discount shall be forfeited should payment not be made on or before the required time in full.

5. PAYMENT

- 5.1. Unless the Customer has been granted credit facilities, invoices are payable in cash on the date of delivery thereof.
- 5.2. Where a credit facility has been granted by the Company, payment shall be made within 30 (thirty) days from the date of the Company's month-end statement.
- 5.3. The Customer shall not be entitled to withhold, deduct from or defer any amount due by it to the Company and shall pay such amounts free of any deductions, charges and set-off.
- 5.4. The Company, in its sole discretion, shall be entitled, but not obliged to set-off against any amounts owed by the Customer to it any amounts that it owes to the Customer.
- 5.5. The Company can appropriate payments from the Customer to any such outstanding amounts as it deems fit.
- 5.6. **The Customer carries any risk associated with or arising from the method elected to effect payment to the Company.**
- 5.7. Should any account not be paid on due date, all other monies owing by the Customer to the Company shall immediately become due and payable.

I have read and understood the terms and conditions on this page

[Please initial]

- 5.8. The Company does not necessarily equate the tender of a cheque with payment in cash. The Company reserves the right, in any event, to require that any such cheque first clear in its account before proceeding with its obligations.
- 5.9. 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 price has not been paid in full on due date.

6. ORDERS

- 6.1. All orders must be placed with the Company in writing, the Company does not accept oral orders.
- 6.2. The Company shall not be responsible for any errors or misunderstandings occasioned by the Customer's failure to effect orders in writing.
- 6.3. All orders are subject to these Terms and Conditions and not any provisions that the Customer may attempt to impose by way of its documents.
- 6.4. The Company's acceptance of the order is subject to, *inter alia*, the availability of the product(s) and manpower.
- 6.5. The Company reserves the right, in its sole discretion, to decline the Customer's application for any order without providing any reasons.
- 6.6. No binding contract shall arise between the Customer and the Company until the Customer's order has been accepted and confirmed by the Company in writing.
- 6.7. It shall be the sole responsibility of the Customer to provide the Company with all the necessary requirements and specifications in relation to the products ordered.
- 6.8. It is the sole responsibility of the Customer to establish that the products requested by it are suitable for its purposes.
- 6.9. Orders that have been accepted by the Company may not be cancelled, varied or withdrawn by the Customer, unless the Company, in its sole discretion, agrees thereto in writing, failing which the Customer will be liable for the full order value.
- 6.10. Where the Company does so agree in writing to the variation, cancellation or withdrawal of any order or booking, the Company may in its sole and absolute discretion grant a discount based on the stage of production that has been reached. The following are guideline stages of production: material cut and drilled 30% (thirty *per centum*), through hole plated and with dry film photo resist 55% (fifty five *per centum*), electroplated and etched 70% (seventy *per centum*), solder mask and legend print and HAL completed 85% (eighty five *per centum*) and final inspection 100% (one hundred *per centum*).
- 6.11. **The Company reserves the right, in its sole and absolute discretion, to cancel, withhold or suspend the Customer's order or any order that may be in production, notwithstanding that such order has previously been accepted by the Company until such time that the Customer's overdue account has been settled in full.**
- 6.12. Without limiting the generality of the foregoing, 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 judgment recorded against its name and/or breaches any of the Terms and Conditions contained herein.
- 6.13. The Company closes annually during the month of December and therefore, where the Customer requires the products before December, the Customer must place the order on or before the 14 (fourteenth) November, unless otherwise specifically agreed to by the Company in writing.

7. DELIVERY

- 7.1. Unless otherwise stated the prices quoted are *ex works* and the Customer shall take delivery of the products as soon as they are placed at the Customer's disposal at the Company's works **and shall bear and be liable for all charges and risks in and to and in respect of the products from the time when they have been so placed at the Customer's disposal provided** that the products have been clearly set aside or otherwise identified as the contract products.
- 7.2. Should any deliveries be delayed by any circumstances whatsoever outside the Company's control the time for such deliveries shall be extended until the lapse of a reasonable period after the cessation of the said circumstances and the Company shall not be liable for any loss or any damage caused by such delay.
- 7.3. **The Company shall not be under any liability whatsoever in respect of short deliveries or damaged or defective products nor any loss of damage or consequential loss or damage which the Customer may claim was caused thereby.**

I have read and understood the terms and conditions on this page

[Please initial]

- 7.4. **Where a person holding himself as the Customer's representative/agent accepts delivery, whether same is effected by the Company or the Company's agent to the Customer's premises or ex works, such delivery shall be deemed proper delivery to the Customer notwithstanding that such person is not the Customer's authorised representative/agent.**
- 7.5. The signature appearing on the Company's delivery note of the official/employee/agent or representative of the Customer who received the products shall be deemed to be confirmation of the complete delivery of the products in all respect and that the same were delivered in good order and condition. The signatory that signs the Company's delivery note shall be deemed to have been duly authorised to accept delivery of the products by the Company.
- 7.6. Time shall not be of the essence in respect of any order. The Customer accepts that the supply of products will be subject to the availability of capacity and timeous receipt by the Company of any drawings, designs and specifications that the Company may require from the Customer (provided that such drawings, designs and specifications shall be deemed to have been given to the Company for the purpose of description only and shall not form part of these Terms and Conditions).
- 7.7. **The Company will not be liable, under any circumstances, for any direct, indirect or consequential damages of any nature, whether in the contemplation of the parties or not, which the Customer may suffer as a result of a delay in delivery of the services ordered and the Customer shall not be entitled to cancel any order by reason of such delay.**
- 7.8. **Where a time for performance is given, the Company undertakes to use reasonable endeavours to adhere to such date(s) and/or time(s), but the Customer acknowledges that the delivery date and/or performance time is merely an estimate and the Company shall not be responsible, and shall not incur any liability to the Customer, in the event that the Company fails to perform on such date(s) and/or during such time(s).**
- 7.9. In the event that it has been agreed that the products are to be transported by an independent carrier, such carrier shall be the Customer's agent and delivery to the carrier shall be deemed to be delivery to the Customer.

8. CUSTOMER'S OBLIGATIONS

- 8.1. Whilst the Customer is indebted to the Company in respect of the price of the products, the Customer shall:-
- 8.1.1. at its own expense keep the products properly insured for their full value against loss or damage through fire, accident, theft and other risks designated by the Company;
- 8.1.2. at no time, without the written consent of the Company, store or keep the products on any premises in consideration for the payment of any storage charges or rental or other consideration and upon the Customer applying for such written consent, the Company shall be entitled to take possession of the products and store to keep the same and recover from the Customer reasonable charges or rental or other consideration for so doing;
- 8.1.3. be responsible for all losses of or damage to the products and the Company shall not be liable or in any way be responsible for any loss or damage thereto arising from any cause whatsoever including the Company's negligence and the Customer shall give the Company immediate notice in writing of any loss of or damage to the products;
- 8.1.4. furnish to the Company in respect of the products, a waiver of any landlords *hypothec*, and/or waiver by any building owner of his rights under any building contract to the claim of products;
- 8.1.5. not do anything which renders the products liable to attachment, *incumbrance*, *hypothec* or any *lien*.
- 8.2. **In the event of the sale of it's business or a change occurring in it's directors or members, the Customer undertakes to notify the Company immediately in writing of such changes, failing which the Customer and signatory and ex director/member/trustee/sole proprietor hereto shall remain personally liable for payment of all products ordered after the date but prior to written notification of such changes to the Company.**
- 8.3. The Customer shall be obliged to timeously notify the Company in writing prior to there being any change to the Customer's physical address(es), delivery address(es), postal address(es), e-mail address(es), address where the products are kept, bank account(s) and the like or prior to there being any change in the shareholding, membership or ownership of the Customer, and before all or any part of its business or its major assets are disposed of to a third party.

I have read and understood the terms and conditions on this page

[Please initial]

9. EXCLUSION OF WARRANTIES BY THE COMPANY

- 9.1. **Save for what is expressly set out in this Agreement, the products sold are so done without any warranties, guarantees or undertakings to the Customer, whether express, tacit or implied and/or whether by statute or common law and without any representations, including that the products are suitable for the purpose for which they have been ordered.**
- 9.2. **It is the sole responsibility of the Customer to determine whether the products required by him are suitable for the purpose for which he intends using them.**
- 9.3. 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.
- 9.4. The Company shall not be liable for any direct, indirect, consequential or other loss, including loss to third parties, arising out of the errors in carrying out a contract, or by delivery or by incomplete delivery or by unsuitability of products for use as intended.
- 9.5. All specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures furnished by the Company and representations in regard thereto are approximate and are furnished for information purposes only and unless specifically guaranteed by the Company in writing shall not form part of this Agreement nor bind the Company in any way whatsoever.
- 9.6. **The Company will not be liable for any loss or damage of any nature and howsoever arising which may be suffered by the Customer as a result of, or in connection with any transaction contemplated herein, whether indirect, consequential, delictual or otherwise and whether caused by the negligent act or omission of the Company or otherwise.**
- 9.7. **Any direct liability of the Company for breach of this Agreement will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price paid or due to be paid by the Customer for the products or the Company may, at its sole and absolute discretion, replace the products shown to be defective, provided the Customer notifies the Company in writing of any alleged shortage or defect within 30 (thirty) days from date of delivery and the Customer can demonstrate that such products have not been stored, handled or used in a manner that caused the alleged defect.**
- 9.8. **The Customer understands that Printed Circuit Board ("Pcb") are not Bare Board Tested ("Electrical Test") therefore the Customer assumes the risk of undetected faults and agrees to be bound by the limited liability clauses in this Agreement. The Customer may, however, specifically elect to have the ordered Pcb electrically tested at the Customer's expense .**

I have read and understood the terms and conditions on this page

[Please initial]

10. CONTINUING COVERING SURETYSHIP

- 10.1. I, by my signature below, hereby bind myself in my private and individual capacity as surety for and co-principal debtor with the Customer in favour of the Company for the due performance of any obligations of the Customer and for the due payment to the Company by the Customer of any amounts which may now or at any time be or become owing to the Company by the Customer.
- 10.2. I understand that my liability for amounts owing by the Customer to the Company is not limited to any credit limit granted by the Company to the Customer.
- 10.3. I agree and declare that this suretyship shall remain in full force and effect as a continuing covering suretyship for so long as any amounts remain owing by the Customer to the Company and notwithstanding the temporary extinction of the Customer's indebtedness to the Company.
- 10.4. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from the legal exceptions including, but not limited to:
 - 10.4.1. excussion – the right to require the Company to proceed first against the Customer for payment of any debt owing to the Company before proceeding against me;
 - 10.4.2. cession of action – the right to require the Company to give cession of the action for payment of debts to me before any action against me may be taken;
 - 10.4.3. the benefit of simultaneous citation and division of debts – the right of a co-surety to be liable only for his pro rata share of the principal debt;
 - 10.4.4. the right to an accounting from the Company.
- 10.5. A certificate issued by any manager of the Company will constitute *prima facie* proof of the amount of the Company's claim against me.
- 10.6. I hereby choose my *domicilium citandi et executandi* for all purposes under this deed of suretyship as the Customer's physical address set out in the Credit Application.
- 10.7. I shall be liable for the Company's legal fees in the event of the Company instituting action against me on an attorney and own client scale including counsel's fees on brief, tracing agents' fees and collection charges.
- 10.8. I undertake to furnish the Company with a declaration of my assets within 7 (seven days) of being requested to do so and I undertake to notify the Company in writing of any additions, reductions or changes to my assets within 7 (seven) days from such addition, reduction or change occurring.
- 10.9. In the event of the Company ceding its rights under this deed of suretyship, the cessionary shall be able to recover from me in terms of this deed of suretyship all amounts owed by the Customer to the Company and to the cessionary.

SIGNATURE OF SURETY

NAME AND SURNAME OF SURETY

I have read and understood the terms and conditions on this page

[Please initial]

11. BREACH

- 11.1. In the event that the Customer fails to make any payment to the Company under this Agreement or in the event that the Customer is in breach of any of the Terms and Conditions herein contained, the Company shall be entitled to notify the Customer of such breach in writing and give the Customer 7 (seven) days within which to rectify the breach. Should the Customer fail to remedy such breach within 7 (seven) days after receiving such written notice, the Company, without prejudice to any of its other rights in law, shall be entitled to cancel the contract forthwith and to claim damages.
- 11.2. In the event that the Company is in breach of any of the Terms and Conditions herein contained, the Customer shall be obliged to notify the Company of such breach in writing specifying the nature of the breach and afford the Company 7 (seven) days within which to rectify the said breach (provided that if it is not reasonably possible to remedy the breach within such 7 (seven) day period within such further period as is reasonable in the circumstances), the Company's sole obligation shall be to deliver the correct product or quantity of products within 7 (seven) days, alternatively, and at its absolute and sole election, to reimburse the Customer for the price of the incorrect products.
- 11.3. In the event of the Customer suffering any civil judgment being taken or entered against it or committing an act of insolvency in terms of the Insolvency Act 24 of 1936, as amended from time to time or being placed under business rescue proceedings, sequestration, liquidation or judicial management, whether provisional or final, or entering into a compromise with its creditors, or dying, the Company shall, without prejudice to any other remedies that it has available to it, be entitled to 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.

12. FORCE MAJEURE

No failure by the Company to perform any of its obligations shall constitute a breach of such obligations in terms of this Agreement, nor give rise to any claim or remedy by the Customer in the event that such failure arose as a result of *force majeure*, including acts of God, war, revolution, riot, civil unrest, strikes or other labour action, sanctions, natural disasters, changes in law, regulations, ordinances or the like or as a result of any other circumstance wholly beyond its control.

13. LEGAL PROCEEDINGS

- 13.1. The laws of the Republic of South Africa will be applied in the resolution of any dispute arising from this Agreement between the Company and the Customer.
- 13.2. The Company shall be entitled, but not obliged, to institute action in the Magistrate's Court (Regional or District), notwithstanding that the amount of its claim exceeds the jurisdiction of such court and the Customer hereby consents to the jurisdiction of the Magistrate's Court.
- 13.3. A certificate issued by any Director, manager or secretary of the Company, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness of the Customer to the Company, delivery of the products to the Customer or that payment in respect of the products has not been made, shall constitute *prima facie* proof of such indebtedness or delivery or non-payment, as the case may be and shall constitute a liquid document for the purpose of summary judgement or provisional sentence.
- 13.4. The Customer shall be liable for the Company's legal fees in the event of the Company enforcing its rights hereunder on an attorney and own client scale, including counsel's fees on brief, tracing agents fees and collection charges.

14. NON-VARIATION

No amendment, alteration, variation, deletion, addition and/or cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by duly authorised representatives of the Company and the Customer.

I have read and understood the terms and conditions on this page

[Please initial]

15. DISCLOSURE OF CREDIT INFORMATION

- 15.1. The Customer understands that the information given in this Credit Application is to be used by the Company for the purposes of assessing its creditworthiness. The Customer further agrees to update the information supplied, as and when necessary, to ensure the accuracy and completeness of the above information, failing which the Company will not be liable for any inaccuracies or lack of completeness of information.
- 15.2. The Customer hereby authorises the Company at all times to contact and request information from any person, credit bureaus or businesses, including those mentioned in the Credit Application, and to obtain any information relevant to the Customer's credit assessment.
- 15.3. If the Customer fails to meet its obligations under these Terms and Conditions, it authorises the Company to record its non-performance with any credit bureau, which information will be available to third parties.
- 15.4. The Customer further authorises the Company to perform a credit information search on it at any credit bureau, monitor the Customer's payment behaviour by researching its records at a credit bureau, use new information and data obtained from the credit bureau in respect of the Customer's future credit review, report the existence of the Customer's account with any credit bureau, record and transmit details of how the Customer has performed in terms of these Terms and Conditions.
- 15.5. The Customer hereby authorises the Company at all times to furnish information concerning the Customer's dealings with the Company, including without being limited to, the Customer's credit worthiness, defaulting payments to the Company and details of how the Customer has conducted its account with the Company to any third party.

16. DOMICILIUM CITANDI ET EXECUTANDI (ADDRESS)

- 16.1. The Customer chooses as its *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the physical address, postal address, number and e-mail address as indicated by the Customer in the Credit Application.
- 16.2. The Company chooses as its *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address as indicated from time to time on its invoices, credit or debit notes as supplied to the Customer.
- 16.3. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.
- 16.4. Any notice to a party:-
 - 16.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7th (seventh) business day after posting;
 - 16.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
 - 16.4.3. sent by telefax to its chosen telefax number as stipulated shall be deemed to have been received on the date of dispatch; or
 - 16.4.4. sent by e-mail to its chosen e-mail address as stipulated shall be deemed to have been received on the date of dispatch.
- 16.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

17. GENERAL

- 17.1 **These Terms and Conditions represent the entire Agreement between the Company and the Customer and will govern all future contractual relationships between the Company and the Customer and will also be applicable to all debts, which the Customer may owe to the Company prior to the Customer's signature hereto.**
- 17.2 **No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in accordance with this Agreement shall prejudice or be deemed to be a waiver or novation of any of the Company's rights hereunder.**

I have read and understood the terms and conditions on this page

[Please initial]

- 17.3. Each clause in this Agreement is severable one from the other and if any clause found by any competent court to be defective or unenforceable for whatever reason, then the remaining clauses shall be and continue to be of full force and effect.
- 17.4. The rule of construction that this Agreement shall be interpreted against the party responsible for drafting this document, shall not apply.
- 17.5. **The Customer shall not be entitled to cede its rights or assign its obligations under this Agreement without the prior written consent of the Company.**
- 17.6. **The Company shall be entitled to cede or transfer its rights and ownership to the products or assign its obligations under this Agreement and the cessionary shall be entitled to enforce its rights hereunder in respect of products that it supplies to the Customer.**

18. WARRANTIES AND INDEMNITIES BY CUSTOMER AND SIGNATORY

- 18.1. **I, the undersigned, do hereby warrant that:**
 - 18.1.1. I have the necessary authority to represent the Customer herein and to agree to the Company's Terms and Conditions on the Customer's behalf;
 - 18.1.2. the Customer agrees that all transactions concluded with the Company will be subject to this Agreement;
 - 18.1.3. I have read and understood all the terms and conditions contained herein and acknowledge that the information furnished herein by me is material to the Company's decision to grant credit;
 - 18.1.4. I am not an unemancipated minor and I have the necessary legal capacity to execute this Agreement.
 - 18.1.5. **Neither the Customer nor I are subject to a debt-review or re-arrangement order, or Agreement as contemplated by the National Credit Act, nor to business rescue proceedings as contemplated by the Companies Act;**
 - 18.1.6. **The Customer hereby indemnifies the Company for and holds it harmless against any claim made against the Customer by a third party arising from the products supplied by the Company;**
 - 18.1.7. All the information supplied in the Credit Application, is true, correct and/or up to date and that no material facts have been omitted which may adversely affect the Company's decision to grant the Customer credit facilities and/or to transact with the Customer now or in the future;
 - 18.1.8. **I am duly authorised to sign the Credit Application and this Agreement for and on behalf of the Customer and agree that should I not be duly authorised to sign for and on behalf of the Customer I shall be personally liable for all obligations arising out of this Agreement.**

CUSTOMER SIGNATURE:

1) Full name: Capacity:
 Date: Signature:
 (Who warrants that he/she is duly authorised and who signs in his/her capacity as surety and co-principal debtor in terms of clause 10)

2) Full name: Capacity:
 Date: Signature:
 (Who warrants that he/she is duly authorised and who signs in his/her capacity as surety and co-principal debtor in terms of clause 10)

I have read and understood the terms and conditions on this page

[Please initial]

3) Full name:

Capacity:

Date:

Signature:

(Who warrants that he/she is duly authorised and who signs in his/her capacity as surety and co-principal debtor in terms of clause 10)

4) Full name:

Capacity:

Date:

Signature:

(Who warrants that he/she is duly authorised and who signs in his/her capacity as surety and co-principal debtor in terms of clause 10)

AS WITNESSES:

1) Full name:

.....

Signature:

Physical address:

.....

.....

2) Full name:

.....

Signature:

Physical address:

.....

.....

Please **kindly** indicate how you discovered us? (Tick relevant box.)

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I have read and understood the terms and conditions on this page

[Please initial]