

STANDARD TERMS AND CONDITIONS OF SALE

1. THESE TERMS SUPPLEMENTED BY TERMS ON INVOICE/DELIVERY NOTES

The Applicant by his/her/its signature accepts the Creditor's terms and conditions of sale as read with the Creditor's invoices/delivery notes notwithstanding that the Applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the Applicant's said terms are hereby expressly excluded from any agreement of sales concluded or to be concluded or between the Applicant and/or Creditor.

2. CREDIT FACILITIES

The purchase price for the goods shall be paid by the Applicant in cash without deduction or set off direct to the Creditor in accordance with the credit terms extended by the Creditor to the Applicant in accordance with the Credit Application Form, to which these Standard Terms of Sale are annexed, all of which are material terms and conditions to this agreement, and if not paid by the due date, the Applicant shall be liable to pay interest on the amount outstanding at the statutory prescribed rate in accordance with the Prescribed Rate of Interest Act and per regulation as published in the Government Gazette from time to time, calculated monthly from the date that same became due to the Creditor to the date of payment thereof.

3. CONDITIONS OF DELIVERY

Time shall not be of the essence insofar as an accepted order relates to deliveries, and the Creditor does not guarantee delivery of the goods on any specific date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods and/or tenders delivery or if the Creditor at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specific rate over a period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been deferred or delivery had not been postponed, and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.

4. LIMITATION OF LIABILITY

If the Creditor cannot deliver some or all of the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion, cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in delict, (including without being limited thereto, any loss of profits) thereby caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage [consequential or otherwise] as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in this regard whatsoever.

5. RESERVATION OF OWNERSHIP

Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from the Creditor to the Applicant. Notwithstanding the foregoing, all risk of loss and/or damage in or to any goods and/or damage in or to any goods and/or products sold by the Creditor to the Applicant shall pass to the Applicant after the goods have been loaded onto any vehicle delivering same to the Creditor's premises.

6. LIMITED WARRANTY

The Creditor furnishes with its goods/products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the Applicant to the Creditor in respect of such goods/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.

7. INDEMNITY

The Applicant hereby indemnifies the Creditor against all or any claims of whatsoever nature, which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the Creditor of legal fees to its attorneys on an attorney and client scale in contesting any such action.

8. SUSPENSION AND CANCELLATION IN EVENT OF NONPAYMENT

Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for any goods sold and delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or is unable to pay any of its debts and/or seeks to effect any compromise with any of its creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable the Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of this agreement. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise. The credit facilities awarded to the Applicant in terms hereof may be withdrawn by the Creditor at any stage without notice to the Applicant.

9. EXCLUSIVITY AND NON-VARIATION

The terms and conditions contained in this credit application form and/or standard terms and conditions of trade, shall constitute the entire agreement between the Creditor and the Applicant and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the Applicant and the Creditor in writing and signed by both parties.

10. NO NOVATION

No indulgences, latitude, extension of time or the like granted by the Creditor to the Applicant shall in any way whatsoever constitute a novation or waiver of any rights which the Creditor may have against the Applicant nor may it operate as an estoppel against the Creditor.

11. SOUTH AFRICA LAWS APPLICABLE

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

12. CERTIFICATE OF INDEBTEDNESS

The Applicant confirms that a certificate signed by the Credit Manager or any Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be sufficient proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purpose of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.

13. JURISDICTION OF MAGISTRATE COURT

The Applicant and the person/s who executes the deed of suretyship below hereby consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Applicant and/or the Surety and Co-Principal debtor for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Creditor shall be entitled and not obliged to bring any action in any other competent Court, which has jurisdiction over the Applicant. In the event of any such action being instituted by the Creditor against the Applicant for any reason or for any amount due in terms hereof and being successful with such action the Applicant and the Surety and Co-Principal debtor hereby agree to pay the Creditor's attorneys legal fees on the scale as between attorney and ones own client, including collection commission, tracing fees and the like.

DATED AT _____ ON THIS THE ____ DAY OF _____, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

APPLICANT

Full name

Identity number of applicant

14. SURETYSHIP

- 14.1 I/We by my/our signature hereto bind myself/ourselves jointly and severally in my/our personal capacity/ies as surety and co-principal debtor in solidum with the Applicant to the Creditor for the payment to the Creditor and fulfillment of all obligations owed to the Creditor by the Applicant, past, present or future, from whatever cause arising including for losses and damages. This suretyship shall be a continuing one and, I/we can only be released in writing by the Creditor. I/We select *domicilium citandi et executandi* at the Applicants *domicilium citandi et executandi* above and agree to be liable for the Creditor's legal costs for all actions instituted against me/us on the scale as between attorney and own client. I/We hereby renounce the benefits of the legal exceptions "non causa debiti", "ordinis seu et divisionis" and "cession of action" with the force and meaning and effect of the liabilities and/or obligations of the Applicant to the Creditor.
- 14.2 I/We acknowledge that this suretyship shall be in addition to and without prejudice to any other suretyship/s or security/ies now or at any time hereafter held by the Creditor in respect of the liabilities and/or obligations of the Applicant to the Creditor.
- 14.3 I/We acknowledge that this deed of suretyship has been prepared in a form for signature by more than one surety and accordingly acknowledge further that each surety who signs it acknowledges and records that notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract or suretyship brought into existence by each surety who does sign it. Accordingly if for any reason any surety to sign this deed of suretyship for any reason whatsoever, or of the suretyship shall for any reason cease to be or if not binding on any one or more of the sureties, then the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.

SURETY

Full name

Identity number of surety

(In my personal capacity as surety and co-principal debtor in accordance with paragraph 14 above and in my capacity as the duly authorised representative of the Applicant and I warrant I have read, and understand each clause contained herein)

1.

2.

Full name:

Full name: