

## TERMS AND CONDITIONS OF SALE

1. THE APPLICANT and I ( the signatory at Page 4 thereof) hereby choose Domicillium Citandi et Executandi for all purposes arising out of this application and Deed of Suretyship at the address stipulated at paragraph A of page 2 hereof.
2. THE APPLICANT and I under take to notify THE CREDITOR forthwith in writing of any change of address.
3. If THE APPLICANT should fail to object to any item appearing on THE CREDITOR'S statement of account within fourteen days of date of the despatch of the statements, the accounts shall be deemed in order.
4. Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa, a natural person shall include an artificial person and vice versa and the one gender shall include the other gender and vice versa.
5. THE APPLICANT undertakes to notify THE CREDITOR, in writing, within seven days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of it's share transactions whereby the majority shareholding is affected, falling which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to the foregoing, THE APPLICANT acknowledges that immediately upon any changes of ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to THE CREDITOR.
6. Until such time as THE APPLICANT has paid the purchase price in full in respect of any goods, the ownership in and to all such goods shall remain vested in THE CREDITOR. THE CREDITOR shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by THE CREDITOR, THE APPLICANTS hereby waives any right it may have for a spoliation order against THE CREDITOR in the event that THE CREDITOR takes possession of any goods.
7. THE APPLICANT does hereby irrevocably and in Rem Suam cede, pledge, assign, transfer and make over unto and in favour of THE CREDITOR, all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and howsoever arising which THE APPLICANT may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("THE APPLICANT'S debtors") without exception as a continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by THE APPLICANT to THE CREDITOR from whatsoever cause or obligation howsoever arising which THE APPLICANT may be or become bound to perform in favour of the CREDITOR.
- 7.2 Should it transpire THE APPLICANT at any time entered into prior deeds of cession or otherwise or otherwise disposed of any of the right, title and interest in and any of the debts which will form time to time be subject to this cession, then this cession shall operate as a cession of all THE APPLICANT reversionary rights. Notwithstanding the terms of the foregoing cession THE APPLICANT shall be entitled to institute action against any of its debtors provided that all sums of money THE APPLICANT collects from its debtors shall be collected on THE CREDITOR'S behalf and provided that THE CREDITOR shall at any time be entitled to terminate THE APPLICANT'S right to collected such monies/debts.
- 7.3 THE APPLICANT agrees that THE CREDITOR shall be entitled at any time or times to give notice of this cession to all or any of THE APPLICANT'S debtors.
- 7.4 THE APPLICANT further agrees that THE CREDITOR shall, at any time, be entitled to inspect any of THE APPLICANT'S books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.
8. The goods shall be regarded as having been sold as "voetstoets" without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of THE CREDITOR for any representation or alleged to have been made at any time in respect of the goods sold by THE CREDITOR to THE APPLICANT.
9. In the event of any order being given to THE CREDITOR on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery.
10. It is agreed that set-off shall automatically as a matter of law at the moment reciprocal debts between THE CREDITOR and THE APPLICANT come into existence and independently of the will of the parties and it shall not be necessary for either THE CREDITOR or the APPLICANT to specifically raised set-off. Upon the operation of an automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.
11. Signature by THE APPLICANT or by any representative of THE APPLICANT of THE CREDITOR'S delivery note, shall be regarded as acceptance by THE APPLICANT that the goods reflected in such delivery note have been properly and completely delivered.
12. THE APPLICANT acknowledges that THE CREDITOR is not the manufacturer of the goods. THE APPLICANT accordingly indemnifies and holds THE CREDITOR harmless against any claim that any be brought against THE CREDITOR in consequences of such goods being defective and causing any damage whatsoever, whether through accident or negligence, gross negligence or any other cause.
13. The risk in and to the goods shall pass from THE CREDITOR to THE APPLICANT on the date of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of THE CREDITOR'S delivery note, proof of posting if the goods are posted to the customer, or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by THE CREDITOR. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
14. THE CREDITOR 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 and deed of suretyship to any third party without prior notice to THE APPLICANT.
15. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of THE CREDITOR shall not in any way operate as or be deemed to be a waiver by THE CREDITOR of any rights under this contract, or be construed as a novation thereof.
16. Each clause of these conditions of sale (at Pages 3 and 4) is severable, the one from the other and if any one or more clause are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.
17. This contract contains the entire agreement between the parties and any other terms whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
18. Should THE APPLICANT at any time be wound up, whether provisionally or finally, (which liquidation or sequestration shall be deemed to be a material breach by THE APPLICANT) or in the event of THE APPLICANT being an individual or partnership and having his/its estate sequestrated, whether provisionally or finally any goods delivered by THE CREDITOR to THE APPLICANT and in respect of which payment has not been made at the date of the winding up or sequestration (whether payment in respect thereof be due or not) shall immediately be returned to and recoverable by THE CREDITOR and the agreement pursuant to which such goods were sold shall be deemed to have been canceled in respect of the goods so returnable/ recoverable.
19. THE APPLICANT acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from proprietorship, partnership, or company to a close corporation or from a proprietorship, partnership or close corporation to a company at any time hereafter, as the case may be, any surety/signatory in terms of this application for credit shall nevertheless still remain bound as a surety.
20. THE APPLICANT acknowledges that no terms at variance with the terms and conditions of this application for a credit and which have been sought to be introduced by THE APPLICANT at any time shall be of any force or effect unless THE CREDITOR has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by THE APPLICANT shall apply. Without derogating from the generality of the foregoing, THE CREDITOR shall not be regarded as having so expressly agreed by virtue merely of THE CREDITOR having agreed to execute an order in which inconsistent terms have been introduced by THE APPLICANT and notwithstanding THE CREDITOR has not rejected such inconsistent terms.

21. THE APPLICANT acknowledges that should the correct goods be supplied and delivered and should these be returned at THE APPLICANT'S request due to no fault accruing to THE CREDITOR, then such goods will be such subject to a 10% handling charge which shall immediately become due and payable by THE APPLICANT. All payments and returns of goods to representatives or agents of THE CREDITOR are entirely at the risk of THE APPLICANT. Goods should be returned directly to THE CREDITOR'S place of business from where the goods were ordered.
22. THE CREDITOR does not appoint the Post Office as it's agents for payments by post. All payments shall be made to THE CREDITOR'S place of business from where the goods were ordered. In the event of any payments being mislaid or lost in the post, THE APPLICANT shall still be liable to THE CREDITOR for payment.
23. The credit terms granted are, unless amended in writing by a director/manager of THE CREDITOR, 30 (thirty) days nett.
24. THE APPLICANT and I warrant that the information submitted above is true and correct in all aspects and that the further terms and conditions of sale with THE CREDITOR are those reflected at Pages 3 and 4 hereof, which further terms and conditions THE APPLICANT and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.