

# COREX

Dear Applicant,

It is with great pleasure that we forward our dealer application form.

We would like to take this opportunity to thank you for your time and interest in COREX and our selected brands – all of which have been carefully selected after going through a vigorous selection process. This ensures that COREX'S customers receive the highest quality and the first level of service they have come to depend on from COREX, as a world class distributor.

Attached, please find a dealer application. To ensure a timely response, please complete all fields and return the application with the necessary documentation, namely:

- Copies of the directors'/owners' ID documents;
- Original cancelled cheque or Stamped letter from the company's bank, stating banking details;
  - Letter to not be older than 3 months
- Company's registration documents (Full CK Documentation preferred or Form CoR 14.3)
- Proof of physical address (Utility bill preferred)
  - Proof of Address to not be older than 3 months
  - In instances where the business is run from a home, and bill is in a person's name, an affidavit of confirmation of such is also required.

\*Please note: COREX requires the originals for all documents to be sent to COREX within 30 days of the applicants account being opened, if the application documentation is emailed/faxed. COREX will suspend the account after 30 days until such time as the documents are received.

If you require any further information or experience any difficulties with your application, please do not hesitate to contact our accounts department, where we will gladly assist you.

Please take note that this Dealer Application Form is for a CASH ONLY account with COREX and will not entitle you to apply for a terms account with COREX. Should you wish to apply for a Terms account, the full COREX Dealer Application Form will be required.

COREX looks forward to building a mutually beneficial long-term relationship with you and eagerly awaits your application.

Yours Sincerely  
COREX Accounts Department

# Terms Dealer Application Form

Account No:	(To be filled in by COREX)	
Registered email:		
Trading name of business:		
Previous Trading/ Registered Name:		
Incorporated form of business:	Reg. No. of Business	
VAT Registration No:	Date of Establishment of business:	
Registered name of holding companies:		
Name(s) of Subsidiary/Associate companies:		
Business activities:		
Physical Address ( <i>domicillium: customer/surety</i> ):		
Code:		
Delivery Address:	Code:	
Postal Address:	Code:	
Registered Address:	Code:	
Tel. No.:( )	Fax no: ( )	
Premises owned or leased:	Name of Landlord:	
Landlord postal address:		
Landlord Tel. No: ( )		
<b>Details of Proprietors/ Trustees</b>		
Name:	ID.No:	( %shares/interest)
Residential Address:		
Name:	ID. No:	( %shares/interest)
Residential Address:		
How long has the proprietor(s) owned the business:		
Auditor/Accounting Officer:	Tel. No:( )	
<b>Banking Details</b>		
Institution:	Branch:	Date Opened:
Acc. Type:	Acc. Name	Acc. No:
<b>Trade References</b>		
Trade Reference 1:	Tel. No: ( )	
Address:	Credit Limit: R	
Trade Reference 2:	Tel. No: ( )	
Address:	Credit Limit: R	
Trade Reference 3:	Tel. No: ( )	
Address:	Credit Limit: R	
<b>All Sureties/ Cession of Debtors/ Notarial Bonds/ Judgements (please list)</b>		
<b>Liquidation against the business or any of its principals (please list)</b>		
Have moratoriums or offers or compromise ever been made to any creditors?		
Can the latest Financial Statement be made available?	Year:	
Account Person:	Credit Limit Per Month: R	

The signatory/surety whose signature appears below hereby accepts the terms and conditions of sale contained in this dealer application on behalf of the abovementioned customer, and warrants that he is duly authorised thereto by the said customer, and as surety for and co-principal debtor with the customer in terms of the said Terms and Conditions of Sale and hereby warrants that he has read, understood and accepts the said Terms and Conditions of Sale.

The customer hereby declares that no cheques will be issued in payment unless there are sufficient funds and that such funds will remain available in order that all cheque payments will be honoured and under no circumstances will any cheque be stopped or be endorsed with insufficient funds/referred to drawer.

The signatory certifies that all above information is correct

Printed name of signatory:	Business designation of signatory:
Accepted:                      Date:	Amount: R                      Approved Terms:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## A. TERMS AND CONDITIONS OF SALE

THE APPLICANT or its duly authorised agent (whose signature appears below) hereby applies for credit facilities with THE CREDITOR and in consideration thereof THE APPLICANT hereby irrevocably accepts the following terms and conditions:

1. **GENERAL**

Unless the context otherwise requires, the words importing the singular shall include the plural and vice versa and the one gender shall include the other gender and vice versa.

2. **ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, additions, cancellations or alterations to this contract will not be of any force or effect unless reduced to writing and signed by the parties hereto, or their duly authorised signatories.

3. **PROOF OF CLAIMS**

A certificate signed by the credit manager or director of THE CREDITOR reflecting the amount owing by THE APPLICANT to THE CREDITOR in respect of the credit facilities granted to THE APPLICANT in terms hereof relating to THE APPLICANT'S dealings with THE CREDITOR and of the fact that such amount is due, owing and unpaid shall be proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), or application, proof of debt on insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with THE APPLICANT to prove that such amount is not due, owing and unpaid.

4. **PRICE**

The price to be paid for the goods supplied by THE CREDITOR to THE APPLICANT or the services rendered by THE CREDITOR on behalf of THE APPLICANT at its specific instance and request will be the price at the date when the goods are dispatched or services are rendered. All prices are quoted in South African Rands and customers are required to place orders in South African Rands. All prices are quoted ex-works and prices may be revised with exchange rate fluctuations.

5. **QUOTES**

5.1. Any quotation given is not an offer by THE CREDITOR to sell or repair or service the goods but constitutes an invitation by THE CREDITOR to do business with THE APPLICANT.

5.2. A quotation may be revoked at any time by THE CREDITOR.

5.3. A contract shall only come into force between the parties if after receipt by THE CREDITOR of THE APPLICANT'S order or acceptance of the quotation, THE CREDITOR confirms to THE APPLICANT that such a contract has been concluded or if THE CREDITOR supplies, or tenders to supply, the goods in question to THE APPLICANT.

5.4. Any variation occurring subsequent to the date of the quotation in any of the aforesaid rates or charges, as the case may be, shall entitle THE CREDITOR to carry the amount of the quotation accordingly.

5.5. All quotes, unless otherwise specified, are only valid for twenty-four (24) hours from date/time of issuance, except if the period falls over a weekend or public holiday.

6. **CREDIT TERMS**

The credit terms granted to THE APPLICANT are, unless amended in writing and signed by a director/credit manager of THE CREDITOR, 30 (thirty) days nett from date of invoice or on such other times as may have been agreed to by and between the parties; in writing from time to time. No fee, charge or interest, as specifically provided for in terms of the National Credit Act, 34 of 2005 ("the Act"), shall be charged in the event of THE APPLICANT failing to make payment on due date. This is to say that the provisions of the Act are not applicable herein.

6.1. A certificate signed by the secretary/manager or any director of the Creditor reflecting the amount owing by the Applicant to the Creditor in respect of the credit facilities granted to the Applicant in terms hereof relating to the Applicant's dealings with the Creditor and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the Applicant to prove that such amount is not owing and/or due and unpaid. It shall not be necessary to prove the appointment of the person signing such certificates and such certificates shall be binding on the Applicant and the Surety.

6.2. Notwithstanding the amount which may at any time be owing by the Applicant to the Creditor the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act no. 32 of 1944 as amended, to the jurisdiction of the magistrate's court having jurisdiction for the determination of any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the Creditor against the Applicant arising out of any transaction between the parties, it being recorded the Creditor shall be entitled, but not obliged, to bring any action or proceeding in the said court and that all cost incurred in any action against the Application in any competent court including costs on an attorney/client scale and attorney's collection commission (plus vat) will be paid by the Applicant.

6.3. Notwithstanding the terms of clause 2.1 above, the Creditor shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the town/city of principal business of the Creditor within 60 (sixty) days after it has been demanded before a mutually agreed person, and failing agreement to be selected by the President of the Law Society of the Northern Provinces. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings and discovery but shall do so on the basis that the matter is to be expedited and brought to arbitration within the 60 (sixty) day period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of law need not to be observed or taken into account by him in arriving at this decision. The parties further agree that the decision of the arbitrator shall be made an Order of Court of competent jurisdiction should it be necessary to execute under the arbitrator's order. The arbitrator's decision shall further be final and binding upon the parties and the arbitrators shall be entitled to make an order for costs in regard to the arbitration.

6.4. In the event of the Applicant defaulting in making payment for any amount that has become due and owing then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Applicant.

7. **CREDIT LIMIT AVAILABLE**

THE CREDITOR reserves the right to increase or otherwise vary the credit limit available to THE APPLICANT, annually or from time to time.

8. **OBJECTIONS TO STATEMENT**

If THE APPLICANT objects to any item on the statement of its account, THE APPLICANT must deliver a written notice of that objection to THE CREDITOR within (7) seven days of date of dispatch of the statements, failing which THE APPLICANT accepts that such statement is true and correct in all respects.

9. **PAYMENT TO CREDITOR**

THE CREDITOR does not appoint any Post Office as its agent for payments by post. All payments shall be made to THE CREDITOR'S place of business, from where the goods or services 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. Similarly, an electronic payment by THE APPLICANT is not to be construed as a cash purchase. Same shall only be considered a payment, duly received by THE CREDITOR, when the amount has reflected in THE CREDITOR'S banking account.

10. **DEFAULTING IN PAYMENT**

In the event of THE APPLICANT defaulting in payment of any amount that has become due and owing, which action shall amount to a breach of this agreement, then THE CREDITOR shall have the right to enforce the relevant provisions of this agreement, and to declare the whole balance of all amounts owing/outstanding (whether due or not) in terms hereof, to be immediately due, owing and payable, without further notice to THE APPLICANT. THE CREDITOR shall have the right to list a business or individual who has defaulted on payment directly onto the TransUnion Credit Bureau Default Listing database.

11. **RECOVERY OF LEGAL/COLLECTION COSTS**

Should THE CREDITOR instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of THE CREDITOR'S rights, THE CREDITOR shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

12. **CONSENT TO JURISDICTION**

Notwithstanding the amount which may at any time be owing by THE APPLICANT to THE CREDITOR, the parties do hereby consent, in terms of Section 45 of the Magistrates' Court Act (No 32 of 1944 as amended), to the Magistrates' Court having jurisdiction for the determination of any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by THE CREDITOR against THE APPLICANT arising out of any transaction between the parties. It being recorded that THE CREDITOR shall be entitled, but not obliged, to bring any action, application or proceeding in the said court and that all costs incurred in any action or application against THE APPLICANT in any competent court shall include costs on an attorney/own client scale and attorneys' collection commission, payable by THE APPLICANT. In the event that THE CREDITOR employs the services of counsel in any action, application or proceedings, which decision will be within the sole discretion of THE CREDITOR, THE APPLICANT hereby agrees to pay counsel's fees in any action or application brought by THE CREDITOR against it, on the Bar Council Tariff as determined by the relevant bar council and such costs are to include counsel's preparation costs and costs of preparing pleadings.

13. **DOMICILIUM**

THE APPLICANT and I/we (the signatories on the last page hereof) hereby choose our *domicilium citandi et executandi* for all purposes of this agreement, including the Deed of Suretyship, at the respective physical addresses as stipulated in paragraph B, on Page 2 of this application. The same applies to any ancillary document which is accepted by THE CREDITOR, on which appears the name of THE APPLICANT.

- 13.1. All/any notices to any party shall be addressed to it at its *domicilium* as stipulated and either sent by pre-paid registered post or delivered by hand. In the case of notice:
- 13.1.1. sent by pre-paid post, it shall be deemed to have been received, unless the contrary is proved, on the fourth day after posting;
- 13.1.2. delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next business day.
- 13.2. Any party shall be entitled by notice to the other, to change its *domicilium* provided that the change shall become effective only fourteen (14) days after delivery of the notice in question.

14. **ADDRESSES AND CHANGE OF ADDRESS**

THE APPLICANT and I/we (the signatories on the last page hereof) warrant that the addresses as stipulated in paragraph B, on Page 2 of this application, are correct for all uses and purposes associated therewith, including delivery of goods. Further, THE APPLICANT and I/we undertake to notify THE CREDITOR forthwith in writing of any change of any address as stipulated herein, including but not limited to THE APPLICANT'S postal, physical and / or delivery addresses and the registered office address of THE APPLICANT and the auditor's address. The onus to prove notification of any such change falls on THE APPLICANT. THE APPLICANT hereby agrees that failure to notify THE CREDITOR in writing of any changes to any address herein, will result in its assumption of any direct or indirect loss and / or damages flowing from the use of and/or reliance on any address stipulated herein, sustained by THE APPLICANT.

15. **RESERVATION OF OWNERSHIP**

- 15.1. Ownership of all goods supplied and delivered to THE APPLICANT shall remain vested in THE CREDITOR until THE CREDITOR has received payment in full for the goods purchased, but the parties further agree that the risk in and to the goods shall pass from THE CREDITOR to THE APPLICANT on the date of delivery. 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.
- 15.2. THE CREDITOR shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such 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 APPLICANT 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.
- 15.3. In the event that THE APPLICANT is a tenant, it is to notify the Landlord of this reservation of ownership in respect of any goods being held by THE APPLICANT to which THE CREDITOR has a claim in terms hereof.

16. **CESSION OF RIGHTS**

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 to any third party without prior notice to THE APPLICANT. This may in no way be construed as any release of the obligations of the surety and/or signatory hereto, in terms of this agreement.

17. **CESSION OF BOOK DEBTS**

THE APPLICANT does hereby irrevocably and, where necessary, in his personal capacity, 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 or any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal persons 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.

- 17.1. Should it transpire that THE APPLICANT at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all THE APPLICANT'S remaining rights.
- 17.2. THE APPLICANT agrees that THE CREDITOR shall be entitled at any time or times hereafter to give notice of this cession to all or any of THE APPLICANT'S debtors.
- 17.3. To give effect to the rights of THE CREDITOR in terms of this cession, THE APPLICANT shall within (3) three days of a written demand by THE CREDITOR, be entitled to inspect and/or provide it with a list of its book debts and in addition thereto, THE CREDITOR will be entitled to take possession of same, in order to give effect to the terms of this cession.

18. **FORCE MAJEURE**

THE CREDITOR will not be liable to THE APPLICANT for failing to perform its obligations in terms of this Agreement as a result of an act of God or any cause beyond its control.

19. **SET-OFF**

It is agreed that set-off shall operate at the moment reciprocal debts between THE CREDITOR and THE APPLICANT come into existence, but at the election of THE CREDITOR alone, should it specifically raise set-off. It shall not be necessary for THE CREDITOR to give notice to THE APPLICANT and upon the implementation of set-off as aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt. THE APPLICANT shall not be entitled to either apply set-off, deduct or withhold payment for any reason whatsoever; unless with the express written consent of the CREDITOR.

20. **VALID ORDERS**

In the event of any order being given to THE CREDITOR on documentation reflecting THE APPLICANT'S name as the entity from which the order emanated, 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 thus THE APPLICANT is deemed to be liable for signature on any delivery note and / or other instrument for an order / delivery of goods or services, emanating from THE CREDITOR, no matter whom THE APPLICANT has authorised to sign same.

21. **WARRANTIES**

- 21.1. New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.
- 21.2. COREX explicitly follows the Manufacturer's warranty/guarantee guidelines and will only offer that which is offered by the Manufacturer.
- 21.3. Liability under the clause above is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of THE CREDITOR. The goods shall be regarded as having been sold "voets-toets", that is, without warranty against latent defects therein. No liability whatsoever shall arise furthermore on the part of THE CREDITOR for any representation or warranty made or alleged to have been made at any time in respect of the goods sold by THE CREDITOR to THE APPLICANT.
- 21.4. THE APPLICANT will have no warranty or guarantee claims under this agreement unless THE CREDITOR has received notice within fourteen (14) days of the alleged defect occurring, a written notice from THE APPLICANT specifying the defect and requesting THE CREDITOR to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by THE CREDITOR.
- 21.5. THE APPLICANT shall return any defective goods to the premises of THE CREDITOR at THE APPLICANT'S cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 21.6. All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by THE APPLICANT; or should the goods be operated outside of the Manufacturer's specifications.

22. **DELIVERY AND REPAIRS**

- 22.1. THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on THE CREDITOR'S official delivery note/invoice/waybill/jobcard, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
- 22.2. Any delivery date stated on the order confirmation is approximate only. THE CREDITOR shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 22.3. Whilst THE CREDITOR will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries. THE CREDITOR shall in any event not be liable to THE APPLICANT, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.
- 22.4. In the event of THE CREDITOR acceding to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give THE CREDITOR sufficient information to enable it to process any order, THE APPLICANT will pay any costs and expenses thereby incurred by THE CREDITOR.

- 22.5. THE APPLICANT agrees that goods will be offloaded at the nearest accessible point on site. THE CREDITOR shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.
- 22.6. Any repair time or cost estimates given by THE APPLICANT to THE CREDITOR shall be estimates only and are not considered binding upon THE CREDITOR. Any item handed in for repair to THE APPLICANT may be sold to defray costs if such repair items are not collected within 30 days of such repair being carried out. Repairs are guaranteed for a period of three months against faulty workmanship.
- 22.7. All goods taken by THE CREDITOR on evaluation, approval demonstration or consignment shall be deemed sold if not returned with 7 days from delivery in perfect condition, in the original packaging and with all accessories and manuals intact.
- 22.8. THE CREDITOR acknowledges all copyrights, patents, trademarks or designs, and indemnifies THE APPLICANT against any claims, costs or expenses arising out of the infringement thereof.
- 22.9. Whilst every care will be taken with THE APPLICANT'S goods and data, THE CREDITOR will not take responsibility for lost data or goods that are lost, stolen or damaged whilst at either party's premises or in either party's possession.
23. **RESPONSIBILITY FOR LOSSES / DAMAGES OR DELAYS**  
THE CREDITOR will not in any way be responsible for losses, damages or delays caused by or arising from *vis major* (a natural disaster) *causus fortuitus* (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of THE CREDITOR, whether *eiusdem generis* (of what was clearly the real intention between the parties) with the causes aforementioned or not.
24. **INDEMNITY**  
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 may be brought against THE CREDITOR as a consequence of such goods being defective and causing any damage whatsoever, whether through accident, negligence, gross negligence or any other cause, howsoever arising.
25. **INSURANCE**  
THE CREDITOR shall have the option to require THE APPLICANT, at its own expense, and prior to taking delivery of the goods, to ensure that the goods and thereafter keep the goods insured until such time as the goods have been paid for in full. Such insurance shall be taken with such insurers as may be approved by THE CREDITOR in writing, such amount and on such terms as may be approved by the creditor in writing. The insurance policy shall record the interest of both THE CREDITOR and the customer in writing. The customer shall, if so required by THE CREDITOR, cede to THE CREDITOR all its rights in terms of such insurance policy. THE CREDITOR shall exercise the said option by giving the customer written notice that it is doing so at any time prior to the delivery of the goods by THE CREDITOR to the customer.
26. **AVAILABILITY OF IMPORT PERMITS**  
THE CREDITOR'S obligations hereunder shall be subject, in those cases where the goods or part thereof are to be imported, to the availability of an import permit to THE CREDITOR.
27. **DEFECTIVE GOODS**  
Without derogating from the provisions of the above clause, unless THE APPLICANT advised in writing within (7) seven days of delivery of the goods of any defects in the goods, the goods shall be deemed to have been delivered to THE APPLICANT in perfect condition and THE APPLICANT shall not be entitled to the return the goods and claim a reduction of the purchase price on the grounds that the goods were defective.
28. **RETURNS AND HANDLING FEES**
- 28.1. Authorisation to return goods must first be obtained. A request in writing is to be sent to THE CREDITOR. Upon authorisation of the return, THE APPLICANT will be notified and a signed authorisation form will be faxed to THE APPLICANT to accompany the goods being returned.
- 28.2. Goods must be returned directly to THE CREDITOR'S place of business from where the goods were ordered. Any product returned for credit must be accompanied by a copy of the original invoice.
- 28.3. Only goods returned as new in original packaging, complete and without damage in any way, will be accepted for return; upon inspection of the goods THE CREDITOR reserves the right to reject the return.
- 28.4. Any/all returns of goods to representatives or agents of THE CREDITOR are entirely at the risk of THE APPLICANT.
- 28.5. Unauthorised returns will be returned to THE APPLICANT.
- 28.6. No goods may be returned after a period of thirty (30) days from date of invoice.
- 28.7. All returns will be subject to a 30% (thirty percent) handling charge.
29. **CONSENT TO OBTAIN CREDIT REPORTS**  
THE APPLICANT grants permission to THE CREDITOR to make use of credit bureaus such as, but not limited to TransUnion Credit Bureau (formerly ITC) to obtain credit reports, credit history and business credit reports on the company as well as all its directors/members.
30. **CONSENT TO SHARING INFORMATION**  
THE APPLICANT consents to THE CREDITOR sharing information on his account with THE CREDITOR, with other credit grantors and credit information agents. Information shared with such credit grantors and agents is used to make credit granting decisions, to prevent fraud and manage risk.
31. **NON WAIVER OF RIGHTS**  
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, including the acceptance of late payments by them, shall not in any way operate as or be deemed to be a waiver by THE CREDITOR of any of its rights under this contract, to enforce strict compliance by THE APPLICANT of any of his/its obligations in terms hereof, nor shall any of the above actions by THE CREDITOR to be construed as a contractual renewal thereof or a novation of any of the terms and conditions of this agreement.
32. **CHANGES TO TERMS AND CONDITIONS**  
THE APPLICANT acknowledges that no terms at variance with the terms and conditions of this application for 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, and unless so agreed to in writing by THE CREDITOR, 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 that THE CREDITOR has not rejected such inconsistent terms.
33. **UNDERSTANDING OF THIS AGREEMENT**  
THE APPLICANT hereby warrants that no representative of THE CREDITOR at any time before or during the conclusion of this agreement or any action connected therewith, induced purchase of any goods or the rendering of any services or misrepresented the sale in any manner or form, upon which THE APPLICANT relied, to his detriment. At all times whilst dealing with THE CREDITOR and / or its representatives, THE APPLICANT acknowledges full understanding of this agreement and / or takes full responsibility for all / any consequences pertaining to the purchase of goods connected herewith.
34. **SEVERABILITY OF CLAUSE**  
Each clause of this agreement, or part thereof contained in this document, is severable, the one from the other and if any one or more clause(s) is found to be invalid or unenforceable, such result shall not affect the enforceability of the balance of the conditions of sale, which shall remain of full force and effect.
35. **CORRECTNESS OF INFORMATION**  
THE APPLICANT and I/we (the signatories on the last page hereof) warrant that the information submitted above is true and correct in all respects and THE APPLICANT and I/we further warrant hereby that we are entirely familiar with the content hereof, the terms and conditions of which we acknowledge are deemed to be incorporated herein and form part hereof.

## B. CONSENT CLAUSE DISCLOSURE OF PERSONAL INFORMATION

1. THE APPLICANT understands that the personal information given herein is to be used by THE CREDITOR for the purposes of assessing his/its credit worthiness. THE APPLICANT confirms that the information given by him/it is accurate and complete. THE APPLICANT further agrees to update the information supplied, as and when necessary or if requested to do so, in order to ensure the accuracy of the above information, failing which THE CREDITOR will not be liable for any inaccuracies.
2. THE CREDITOR has THE APPLICANT'S consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in this Credit Application form and to obtain any information relevant to THE APPLICANT'S credit assessment including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time APPLICANT has dealt with such supplier, type of goods or services purchased and manner and time of payment.

3. THE APPLICANT agrees that the information given in confidence to THE CREDITOR by a third party on the APPLICANT will be used for the purposes for which that information is given or as provided for by legislation.
4. THE APPLICANT hereby warrants that the information given to the CREDITOR in terms hereof, is both true and correct.
5. THE APPLICANT hereby consents to and authorises THE CREDITOR at all times to furnish personal and credit information concerning THE APPLICANT'S dealings with THE CREDITOR to a credit bureau and to any third party seeking a trade reference regarding THE APPLICANT in his dealings with THE CREDITOR.

### C. DEED OF SURETYSHIP

1. Every natural person who signs this application on behalf of the APPLICANT ( "the SURETY" ) by so signing binds himself in his personal and individual capacity as surety for, and as co-principal debtor jointly and severally with, the APPLICANT, in favour of the CREDITOR, for the full and punctual performance by the APPLICANT to the CREDITOR of all the APPLICANT'S obligations to the CREDITOR in terms of this agreement, including ( without limitation ) the payment of all monies that may be due by the APPLICANT to the CREDITOR, whether as damages or otherwise.
2. This suretyship is unlimited as to the amount thereof.
3. The SURETY appoints as his *domicilium citandi et executandi*, for the purposes of receiving process commencing legal proceedings against him by the CREDITOR, including arbitration proceedings, the *domicilium citandi et executandi* of the APPLICANT, as stipulated in the above table of this application.
4. The SURETY appoints, as the notice addresses, email address and fax number to which any written notices, provided for in this agreement or which may otherwise be necessary or expedient as between the CREDITOR and the SURETY, shall be directed, the notice addresses, email address and fax number of the APPLICANT, as stipulated in the above table of this application.
5. This suretyship shall remain in force as a continuing covering security, during the currency of this agreement, and until all the obligations of the APPLICANT to the CREDITOR have been discharged in full, notwithstanding that payments made by the APPLICANT to the CREDITOR should from time to time discharge the then outstanding balance(s) due by the APPLICANT to the CREDITOR. In the event that the CREDITOR should elect to cancel this agreement by reason of the breach thereof by the APPLICANT, or if this agreement should for any other reason howsoever terminate, this suretyship, and the provisions of this clause shall continue in force as between the CREDITOR and the SURETY until such time as the APPLICANT'S obligations to the CREDITOR have been discharged in full.
6. No undertaking, agreement or representation howsoever, made or purported to be made on behalf of the CREDITOR, the effect or alleged effect of which is that the SURETY is released or discharged, whether wholly or in part, from his obligations in terms of this clause, shall be of force and effect unless contained in a written instrument, signed by the Managing Member of the CREDITOR, which expressly records that the Surety is so released or discharged.
7. This Suretyship shall be in addition to any other suretyships or securities which the CREDITOR may hold or hereafter obtain for the performance of the APPLICANT'S obligations to it in terms of this agreement. The CREDITOR shall be entitled, in its sole and absolute discretion, exercised upon such grounds as it deems proper, to release, discharge, compromise or consensually vary such other suretyships or securities, which shall not extinguish, limit, detract from or otherwise attenuate the CREDITOR'S rights as against the SURETY, it being expressly agreed that any such act by the CREDITOR shall not prejudice the SURETY.
8. In the event that more than one person should bind himself as surety, whether in this agreement or in a separate instrument, for the full and punctual performance by the APPLICANT to the CREDITOR of all the APPLICANT'S obligations to the CREDITOR in terms of this agreement, every such person shall be deemed to have undertaken and entered into a distinct suretyship, severable and separate from every other, and the mere fact that any other such suretyship should for any reason whatsoever prove to be unenforceable shall not extinguish, limit, detract from or otherwise attenuate the CREDITOR'S rights as against the SURETY in terms of this clause, which rights shall remain fully enforceable.

#### 9. Deed of Suretyship

9.1 I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with the Applicant in favour of the Creditor for the due performance of any obligation of the Applicant and for the payment to the Creditor by the Applicant of any amounts which may at any time become owing to the Creditor by the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the Applicant acquired by way of cession. This suretyship shall be a continuing covering guarantee/suretyship which may only be cancelled, in writing, by the Creditor and then only, provided that all sums then owing by the Applicant (whether due or not) to the Creditor have been paid in full. I hereby renounce the benefits of excussion and division and of the legal exceptions *non numeratae pecuniae non causa debiti*, revision of account and *errore calculi* and acknowledge myself to be fully acquainted with the meanings of those terms. I furthermore bind myself irrevocably to all the terms and conditions of clauses 1, 2, 3, 4 and 21 hereof, I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit under A above, be the full amount owing by the Applicant to the Creditor at any time and not be limited as to the amount or in any other manner whatsoever.

9.2 Furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee which is brought into existence by each signatory hereto. If for any reason this suretyship/guarantee is not binding (for whatsoever reason) on any one signatory then the obligations of the remaining signatories, shall nevertheless be and remain of full force and effect.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 before the undersigned witness.

Signature \_\_\_\_\_ Full Name \_\_\_\_\_

Witness \_\_\_\_\_ Full Name \_\_\_\_\_

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number

## D. INDEMNITY

### INDEMNITY IN RELATION TO THE CONSUMER PROTECTION ACT

1. In this indemnity, the following terms have the meanings assigned to them below, namely:
  - 1.1 "Consumer Protection Act" means the Consumer Protection Act 68 of 2008;
  - 1.2 "Harm" means harm as described in section 61(5) of the Consumer Protection Act; and
  - 1.3 "Supplier" means a supplier as defined in section 1 of the Consumer Protection Act which also meets the requirements of section 61(2) of the Consumer Protection Act.
2. The terms used in this indemnity shall have the meanings assigned to them in clause 17.1 or section 53. As the case may be, of the Consumer Protection Act.
3. In terms of this agreement, THE CREDITOR supplies the goods to the Customer.
4. The parties acknowledge that in terms of section 61 of the Consumer Protection Act, the producer, importer, distributor, retailer and/or Supplier, may be jointly and severally liable for any Harm caused wholly or partly as a consequence of:
  - 4.1 supplying any unsafe goods;
  - 4.2 a product failure, defect or hazard in any goods; or
  - 4.3 inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods, irrespective of whether the Harm resulted from any negligence on the part of the producer, importer, distributor, retailer or Supplier, as the case may be.
5. The APPLICANT holds the CREDITOR harmless from and against any and all reasonable claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by any party arising out of any harm proven by a consumer, or other person contemplated in section 4(1) of the Consumer Protection Act, to the extent that such Harm is attributable to the negligent or intentional conduct of the CREDITOR or its agent, or any contravention by the CREDITOR or its agent of any applicable law.

**THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein.**

**I/we, having read and understood the contents of section D, sign this application as duly authorised agent(s)/signatory(ies) of THE APPLICANT ("the SURETY")**

SIGNED BY \_\_\_\_\_ AT \_\_\_\_\_ ON \_\_\_\_\_ : \_\_\_\_\_  
(Full name) (Place) (Date) (Signature) (Designation)

SIGNED BY \_\_\_\_\_ AT \_\_\_\_\_ ON \_\_\_\_\_ : \_\_\_\_\_  
(Full name) (Place) (Date) (Signature) (Designation)

WITNESSED BY \_\_\_\_\_ ID No. \_\_\_\_\_ ON \_\_\_\_\_ : \_\_\_\_\_  
(Full name) (ID No.) (Date) (Signature)

WITNESSED BY \_\_\_\_\_ ID No. \_\_\_\_\_ ON \_\_\_\_\_ : \_\_\_\_\_  
(Full name) (ID No.) (Date) (Signature)