



GLOBAL PACT TRADING 770 (PTY) LTD

t/a GLOBAL PACT LOGISTICS

Co. Reg. No. 2010/000767/07 | VAT No. 4100255985

Unit 93, Trevallyn West, Cnr River Road, Kya Sands

Tel: 0861 888 186

www.globalpactlogistics.co.za

APPLICATION FOR CREDIT

INCLUDING THE STANDARD TERMS AND CONDITIONS OF SALE AND DEED OF SURETYSHIP

I / We, _____, Registration No. _____
 ("the Customer"), hereby make application for credit facilities for the opening of an account with GLOBAL PACT TRADING 770 (PTY) LTD t/a GLOBAL PACT LOGISTICS, Registration No. 2010/000767/07 ("the Company").

SECTION A (To be completed by **ALL Applicants**)

Please mark with (✓) the relevant legal entity under which the Customer will operate the account

1. Registered Company	<input type="checkbox"/>	Also complete Section B	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Also complete Section B	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>	Also complete Section C	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Also complete Section C	<input type="checkbox"/>
Trust	<input type="checkbox"/>	Also complete Section D	<input type="checkbox"/>

2. A. Full legal name of business _____ B. Trading Name _____
 C. Vat _____ Registration No. _____ (please attach copy)

D. Date established _____ E. Type of Business _____

3. Postal Address _____ Postal Code _____

4. Physical address of business (and chosen *domicilium citandi et executandi* in terms of Clause 16.4 of the terms and conditions of sale) _____

5. A. Telephone No. _____ Code _____ B. Telefax No. _____ Code _____

C. Email address _____

6. How long has the Customer been in the current premises? _____

7. Delivery address (if different to physical address of the business at Clause 4 above) _____

8. Banking Details: -

A. Name _____ B. Branch _____

C. Account No. _____ D. Account Name _____

9. A. Estimated monthly purchases _____ B. Amount of credit requested _____

Company representative (initials) _____

Customer representative (initials) _____

10. Trade References

Name	Address	Terms	Contact No.	Average Monthly Purchases

SECTION B (Registered Company or Close Corporation)

- Registered _____ Office _____ Address _____
- A. Company Registration No. _____ B. Date of Incorporation _____
- If _____ subsidiary, _____ name _____ of _____ holding _____ company _____
- Who are the auditors / accountants of the Company / Close Corporation (full details required)
 - _____ Name _____
 - Physical address _____
 - Contact Person _____ D. Telephone No. _____
- Date _____ of _____ last _____ audited _____ financial _____ statements _____
- Directors of the Company / Members of the Close Corporation? *If more than 3 Directors / Members please attach CIPC documentation reflecting the requested information*

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

SECTION C (Partnership / Sole Proprietor)

- Date of commencement of business _____ 2. Are you presently insolvent? _____
- Nationality, if not South African _____
- Full details of Partners: -

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

- Details of fixed property owned by Sole Proprietor / Partner(s): -

Address	Stand No. & Township	Est. value	Bond value	Bond holder	Registered in the name of

SECTION D (Trust)

- Date of Trust Registration _____ 2. Trust Registration No. _____

Company representative (initials) _____

Customer representative (initials) _____

3. Full names of the Trust accounting officer

4. Full details of the Trustee(s): -

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

Company representative (initials) _____

Customer representative (initials) _____

TERMS AND CONDITIONS OF SALE

Including deed of suretyship and cession of book debts

1. PRELIMINARY

- 1.1. All contracts for the supply of services by the Company to the Customer shall incorporate and be governed by these terms and conditions, as amended from time to time by the Company. References herein to "contract" shall be references to a contract concluded between the Company and the Customer upon these terms and conditions for the supply of services pursuant to the acceptance by the Company or any order placed on it by the Customer.
- 1.2. In these conditions "services" means the handling of goods, including *inter alia* the goods being handled, warehoused, held, controlled, loaded or unloaded, carried or otherwise possessed by the Company for any purpose whatsoever, as indicated on any company forms, price lists, quotations, delivery notes, orders or invoices.
- 1.3. In these conditions "goods" means the goods forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.
- 1.4. All services are provided in accordance with these terms and conditions. No variation from these conditions stipulated by the Customer and no contrary stipulation by the Customer shall be valid unless specifically accepted by a duly authorised representative of the Company in writing.
- 1.5. These terms and conditions apply to the provision by the Company to the Customer of all services, whether or not such sales are pursuant to orders place by the Customer with the Company by telefax, telephonically or otherwise, or orders placed with representatives, successors or agents on behalf of the Company.

2. PRICE

- 2.1. The price of the services shall be at the Company's current price list at the time of acceptance of the order and shall be exclusive of any Value-Added Tax (VAT), surcharge or delivery, unless otherwise agreed in writing.
- 2.2. The Company has the right, from time to time, for any reason and without notice to the Customer, to change the prices of its services.
- 2.3. Any quotation submitted by the Company will not constitute an offer capable of acceptance so as to create a contract, unless otherwise expressly provided for in such quotation.
- 2.4. Any quotation submitted by the Company to the Customer shall remain valid for a period of 30 (thirty) days unless otherwise stated in writing.
- 2.5. The Customer is liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the goods and shall reimburse the Company for any amount disbursed or losses sustained by the Company in connection therewith.
- 2.6. In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Company shall be entitled to make an additional charge to cover any ensuing expenses not already included in the Company's standard tariffs.
- 2.7. The Company shall, only if requested to do so in writing by the Customer, effect insurance on any goods being handled by it. Any insurances effected by the Company shall be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any liability in relation thereto.
- 2.8. In the event that there is a claim as against the Company's open policy insurance, the Company will reimburse the Customer less any excess amount payable on such claim;
- 2.9. When carrying goods, the Company shall in its sole discretion decide what route to follow.
- 2.10. In the event of the Company being obliged to deviate from the route selected by it, or to carry the goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority the Company shall be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.

3. PAYMENT

- 3.1. Payment is to be made 30 (thirty) days from date of the Company's monthly invoice unless otherwise agreed in writing between a duly authorised representative of the Company and the Customer. Such payment must be received in sufficient time to be banked on due date and should be accompanied or followed up with a remittance advice.
- 3.2. In all cases where the Customer uses a postal, banking, electronic or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.
- 3.3. Should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer (whether or not then due and payable) shall become immediately due, owing and payable irrespective of the dates when the services were purchased and the Customer shall become liable to pay interest in respect of amounts unpaid as at the due date at the rate of 2% above the annual prime overdraft lending rate of the Company's Bankers from due date until date of payment, calculated and payable monthly in advance.
- 3.4. The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to the Company for services supplied.
- 3.5. The Company may appropriate all payments made by the Customer to such accounts or debts as it will in its sole and absolute discretion decide.
- 3.6. The Company shall have the right to suspend deliveries and to exercise its rights in terms of Paragraph 8.1 if any amount due by the Customer is unpaid.
- 3.7. The Customer shall not be entitled to counterclaim against the Company for a debatement of account to frustrate making payment to the Company. Furthermore, the Customer undertakes to keep a comprehensive set of books at all material times from which it will be able to ascertain its liability to the Company without the need for any debatement.

Company representative (initials) _____

Customer representative (initials) _____

4. CREDIT FACILITIES

- 4.1. The Customer agrees that the Company's decision to grant credit facilities is at the sole discretion of the Company.
- 4.2. The Company reserves the right to withdraw or vary any credit facilities granted to the Customer at any time without prior notice and the nature and extent of such facilities shall at all times be in the Company's sole discretion.
- 4.3. Despite the fact that the Company may grant the Customer a credit limit or a credit facility up to a certain amount, the Company reserves the right to increase or decrease this amount at its sole discretion. The credit limit shall not be deemed to be the limit of a Customer's indebtedness to the Company.

5. ORDERS

- 5.1. Orders by the Customer for services shall be made in writing and submitted through the agreed electronic media.
- 5.2. Orders shall constitute irrevocable offers to request services from the Company at the list price of the Company, less any formally agreed deals, at the date of acceptance of the order and shall be capable of acceptance by the Company by the delivery of the services or by the written acceptance or confirmation of the order.
- 5.3. Oral orders shall similarly be capable of acceptance by the Company, but the Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to place orders in writing or electronically.
- 5.4. Orders accepted by the Company shall not be varied or cancelled by the Customer, except with the written consent of the Company;
- 5.5. Notwithstanding any other provision contained herein, the Company shall have the right, despite acceptance of the order, to cancel the transaction at any time prior to delivery of the services, in which case the Company's liability shall be limited to a refund of any amounts paid by the Customer in respect of the services.
- 5.6. If any permit, consent or approval to handle goods is required under any law, by-law or regulation, none of the Company's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Company for the purpose of applying for or obtaining any such permit, consent or approval.
- 5.7. The Company shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any other competent authority. Any extra costs incurred by the Company as a result of compliance with any such instructions shall be added to its charges.

6. DISCLOSURE OF INFORMATION

- 6.1. The Customer understands that the information given in this document is to be used by the Company for the purposes of assessing his/its creditworthiness. The Customer confirms that the information given in this document is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy and completeness of the information contained herein is maintained.
- 6.2. The Company has the Customer's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit application form and to obtain any information relevant to the Company's credit assessment of the Customer, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of services purchased and manner and time of payment.
- 6.3. The Customer agrees and understands that information given in confidence to the Company by a third party in respect of the Customer will not be disclosed to the Customer.
- 6.4. The Customer hereby consents to and authorises the Company at all times to furnish credit information concerning the Customer's dealings with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with the Company.

7. CONDITION OF GOODS UPON COLLECTION

The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of receipt thereof by the Company shall at all times remain with the Customer, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Company shall constitute conclusive proof thereof.

8. CARRIER'S LIEN

- 8.1. As security for all moneys (whether past or present) owing for the handling of goods, whether forming the subject matter of this agreement or otherwise, the Company shall have a lien over all goods, documents, bills of lading, import permits as well as repayments, refunds, claims or recoveries in its possession or under its control.
- 8.2. In addition, the Company shall be entitled to hold all goods as security for any other moneys which may be owing to it by the Customer from any cause whatsoever.
- 8.3. Even though credit may have originally been granted by the Company to the Customer, the Company may at any time in its sole discretion retain possession of any goods pending the discharge of all the Customer's indebtedness to the Company, whether or not such indebtedness is related to the handling of the goods in question.
- 8.4. In the event of the Company retaining possession of the goods in terms of 8.1 and/or 8.2 and/or 8.3, the Company shall be entitled to store or warehouse the goods at such place as it deems fit, at the Customer's expense.
- 8.5. If any moneys owing to the Company are not paid by the Customer within 30 days after they have become due, the Company shall be entitled without further notice:-
 - 8.5.1. to open and examine the goods;
 - 8.5.2. to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit;
 - 8.5.3. to apply the proceeds of any sale after deducting all expenses, in payment or reduction of any amount due by the Customer to the Company (including the storage charges envisaged in 8.4), provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within 90 days of the sale.
- 8.6. The Company is not liable for any loss, damage or deterioration of such goods attributable to the implementation of this clause.
- 8.7. The Company's rights under this clause are not exhaustive and are in addition to any other rights which it may have against the Customer.

9. CUSTOMER'S WARRANTIES

- 9.1. The Customer is bound by and warrants in favour of the Company:

Company representative (initials) _____

Customer representative (initials) _____

- 9.1.1. the accuracy of all descriptions, values and other particulars furnished to the Company for customs, railage and other purposes. The Customer indemnifies the Company against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence);
- 9.1.2. that the carriage of the goods will not violate or infringe any Act, regulation or law and the Customer hereby indemnifies and holds the Company harmless against any claims and/or damages which the Company may suffer by virtue of the Customer's breach of this warranty;
- 9.1.3. that the goods are the Customer's sole property, alternatively, the Customer is authorised by the person owning the goods to enter into this contract subject to these terms and conditions, and the Customer indemnifies the Company against any claim of any nature made by the owner.

10. DANGEROUS GOODS

- 10.1. Unless otherwise agreed in writing, the Customer warrants that all goods handled are fit to be so handled in the ordinary way and are not dangerous.
- 10.2. Unless otherwise agreed in writing, the Company will not handle any dangerous, corrosive, noxious, hazardous, inflammable or explosive goods or any goods which in its opinion are likely to cause damage.
- 10.3. The Customer is liable for all losses or damage caused to the Company and/or third parties by all goods handled and indemnifies the Company against any ensuing claims.
- 10.4. Should the Company agree to handle any dangerous goods for any purpose:-
 - 10.4.1. the Customer must furnish with the goods a written declaration detailing the trade name, chemical composition and characteristics of the goods; and
 - 10.4.2. the declaration must define the precise respects or circumstances in which the goods are dangerous; and
 - 10.4.3. the Customer must ensure that the goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous goods.
- 10.5. If, in the opinion of the Company any goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Company shall be entitled immediately and without notice to the Customer to dispose of the goods in question or take such other steps as it in its sole discretion deems prudent to avert danger. In such event the Company shall: -
 - 10.5.1. not be liable under any circumstances for the value of the goods or for any other loss or damage whether direct or consequential sustained by the Customer or owner as a result of such disposal or other steps; and
 - 10.5.2. still be entitled to recover from the Customer its remuneration for the handling of the goods together with any costs incurred by it in disposing of them or taking other steps.
- 10.6. Unless written instructions are given to the Company, it shall be under no obligation to make any declaration or to seek any special protection or cover from Spoornet in respect of any goods falling within the definition: -
 - 10.6.1. of dangerous or hazardous goods; or
 - 10.6.2. of goods liable to be stored in the open.

11. PERISHABLE GOODS

Perishable goods which are not taken up immediately upon arrival at their destination or which are not sufficiently marked or otherwise identifiable may be disposed of without notice to the Customer, and the payment or tender to the Customer of the net proceeds of any disposition (after deduction of all charges incurred by the Company) shall be equivalent to delivery.

12. LOADING AND OFF-LOADING

- 12.1. The Customer must ensure that:
 - 12.1.1. the goods shall be ready for loading on the date specified;
 - 12.1.2. all documentation necessary in connection with the goods and the transportation thereof shall be fully and correctly prepared;
 - 12.1.3. at all places where the Company is to collect and off-load the goods there will be safe, suitable and adequate access and loading and off-loading facilities, and that it is possible for the Company to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment;
 - 12.1.4. the goods will be sufficiently packed and prepared for carriage;
 - 12.1.5. the Customer shall sign such certificates and receipts on loading and off-loading as the Company may require.
- 12.2. The Company shall not be under any obligation to provide any plant, power or labour which in addition to its vehicle's crew is required for the loading or unloading of any goods. Any assistance given by the Company in such loading or unloading shall be at the sole risk of the Customer.
- 12.3. Any Customer (or owner) conducting any packing or other operation or activity in any area or premises provided by the Company shall do so at its own risk, and the Customer indemnifies the Company against all claims or losses arising out of the presence of the Customer in such area or premises.

13. CARRIER'S LIABILITY FOR DAMAGE OR LOSS

- 13.1. The goods shall be carried at the sole risk of the Customer (or owner). The Customer hereby exempts the Company from and indemnifies the Company against all liability of whatsoever nature, arising directly or indirectly from the handling of the goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timeously, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the Company, its servants, agents or employees, or otherwise.
- 13.2. Any liability of the Company for breach of any contract will not exceed the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer and the total price paid by the Customer for the services supplied.
- 13.3. The Company gives no warranty and makes no representation, express or implied, written or oral, that the services provided by the Company are suitable for the purposes for which they have been ordered.

Company representative (initials) _____

Customer representative (initials) _____

13.4. The correctness or validity of any advice or opinion given by the Company's employees is not warranted and any such advice or opinion is given to the Customer only and the Company accepts no responsibility for any damages that the Customer or any other party may incur as a result of the Customer or such other party relying upon such advice or opinion.

14. DEMURRAGE

The Company shall not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the Company, such charges shall be refunded to the Company by the Customer on demand. The Customer hereby appoints the Company irrevocably and in rem suam as its agent and in its name, place and stead, to contract for the storage of the goods upon such terms and conditions as the Company may, in its sole discretion elect, and without any liability whatsoever attaching to the Company to attend to such storage.

15. SUBCONTRACTING

The Company reserves the right to employ sub-contractors or agents to act for it. Where the Company employs independent third parties to perform all or any of the functions required of the Company, the Company shall have no responsibility or liability to the Customer for any acts or omissions of such third parties, even although the Company may be responsible for the payment of their charges. However, if the Company is suitably indemnified against all costs (including attorney and own client costs) the Company shall take such action against the third party concerned on the Customer's behalf as the Customer may direct.

16. LEGAL PROCEEDINGS

16.1. Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof and the sale and purchase of services in terms hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.

16.2. The Company shall, at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action arising out of any contract, out of such court and the Customer hereby consents and submits thereto.

16.3. A certificate issued and signed by any director / member of the Company, whose authority need not be proved, in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including the fact that such services were provided and delivered, shall be prima facie evidence of the Customer's indebtedness to the Company and prima facie evidence of such other fact and prima facie evidence of the delivery of the services.

16.4. The Customer's physical address as given on the front page of this document at Clause 4 of Section A, shall be the Customer's chosen domicilium citandi et executandi (domicilium) for all purposes in terms of any contract, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

16.5. The Customer shall pay all legal costs, including attorney and own client cost, tracing agent's fees and collection charges which the company may incur in taking any steps pursuant to any breach or enforcement of these terms and conditions by the Customer whether or not legal proceedings are instituted.

17. ARBITRATION

17.1. The Company has the sole option to refer any dispute arising from or in connection with any contract, to arbitration, which arbitration shall bind both the Company and the Customer;

17.2. The arbitrator shall be a person agreed upon by the Company and the Customer or failing agreement, an arbitrator appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of South Africa.

18. CONTINUING COVERING SURETYSHIP

18.1. **I, the signatory of this application for credit (hereinafter referred to as "signatory") by my signature hereof (which appears below) do hereby bind myself in my personal and individual capacity as surety and co-principal debtor with the Customer in favour of the Company for the due and proper performance of any obligation of the Customer under any contract and for 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 from whatsoever cause and however arising, including but not limited to damages.**

18.2. **The signatory understands that his/her liability for amounts owing by the Customer to the Company is not limited by any credit limit granted by the Company to the Customer.**

18.3. **The signatory waives and renounces the benefits of the legal exceptions including, but not limited to: -**

18.3.1. 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 the surety;

18.3.2. Cession of action – the right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken;

18.3.3. The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro rata share of the principal debt;

18.3.4. The right to an accounting from the Company;

18.3.5. No value received

with the full meaning of which the signatory acknowledges that he/she is aware.

18.4. **The suretyship contained in this paragraph is given as a continuing covering suretyship for the present and future obligations of the Customer to the Company.**

19. CESSION OF BOOK DEBTS

19.1. The Customer does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of the Company all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Customer's debtors"), without exception, as a continuing covering suretyship for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Customer to the Company.

19.2. Should it transpire that the Customer 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 Customer's reversionary rights in respect of such debts. Notwithstanding the terms of the foregoing cession, the

Company representative (initials) _____

Customer representative (initials) _____

Customer shall be entitled to institute action against any of its debtors provided that all sums of money which the Customer collects from its debtors shall be collected on the Company's behalf and provided further that the Company shall at any time be entitled to terminate the Customer's rights to collect such monies/debts.

19.3. The Customer shall be obliged to deliver all relevant information in documentary form or otherwise to the Company upon demand to enable the Company to claim monies owed to the Customer from third parties pursuant to such cession.

20. GENERAL

20.1. The Company reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on the Customer from the time that the Customer is notified thereof. Any dealings subsequent to such notification shall be on the Company's amended terms and conditions.

20.2. Each contract represents the entire agreement between the Company and the Customer in relation to the subject matter thereof.

20.3. No amendment and / or alteration and / or variation and / or deletion and / or addition and / or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by the duly authorised representative of the Company. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a duly authorised representative of the Company.

20.4. No warranties, representations or guarantees have been made by the Company or on its behalf which may have induced the Customer to sign this document.

20.5. No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of such contract.

20.6. The Customer shall not cede its rights nor assign its obligations in terms of any contract.

20.7. The Company shall at any time and in its sole discretion be entitled to cede and assign all or any of its rights or obligations in terms of any contract to any third party without prior notice to the Customer.

20.8. The Customer undertakes to notify the Company within a period of 7 (seven) days of any change of address or any changes in the information as set out in this document.

20.9. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting these terms and conditions.

20.10. Each of the terms contained in this document, shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

The Customer hereby warrants that all the information recorded in this document is true and correct and hereby agrees that all transactions concluded with the Company shall be subject to the terms and conditions specified herein or on such amended terms and conditions as may be notified to the Customer by the Company in writing from time to time, and agrees to be bound by all such terms and conditions, and without limiting the generality thereof, especially the SURETYSHIP Clause, insofar as the latter relates to the personal liability of the signatory.

THIS DONE AND SIGNED BY THE CUSTOMER AT _____ ON THIS _____ DAY OF _____ 20 ____

AS WITNESS: -

1. _____

2. _____

In his personal capacity as surety and co-principal debtor in terms of Clause 18 hereof AND for and on behalf of the Customer, he being duly authorised hereto

FULL NAME: _____

DESIGNATION: _____

Company representative (initials) _____

Customer representative (initials) _____