

Waltons

Breeding success

Waltons (Pty) Ltd Reg No. 1927/000485/07

Website: www.waltons.co.za

APPLICATION FOR CREDIT

APPLICATION GUIDELINE

PLEASE PROVIDE **ALL** DETAILS AS AND WHERE REQUESTED:

- CC / Company / Trust / Company Not For Gain / Sole Proprietorship / Partnership - supply letterhead and copy of owner's / partner's ID document
- CC - provide copy of CK I
- Company - supply a copy of CM 44
- Trust - supply a copy of Trust deed and all Acceptances of Trust
- Company not for gain - supply a copy of Memorandum
- Supply copy of VAT Registration documents
- Initial all pages at the bottom of each page in the blocks provided.

Full signature of owner / partner / director, as well as a resolution authorising the signatory/ies to sign the credit application and two witness on last page

BRANCH: REPRESENTATIVE:

PROSPECT NUMBER:



GROUP HEAD OFFICE

Pencil Park, Croxley Close, Heriotdale Ext. 15, 1401
P.O. Box 10077, Johannesburg, 2000
Telephone: (011) 620-4000 Fax: (086) 677-1240



INLAND REGION

Pencil Park, Croxley Close, Heriotdale Ext. 15, 1401
P.O. Box 6426, Johannesburg, 2000
Telephone: (011) 620- 4000 Fax: (011) 620- 4258/9
(Incorporating the Gauteng, Mpumalanga, Limpopo,
North West, Free State and Northern Cape Provinces)



CAPE REGION

11 Beach Road, Woodstock, 7925
P.O. Box 5573, Cape Town, 8000
Telephone: (021) 442- 2800 Fax: (021) 442- 2800
(Incorporating the Western and Eastern Cape Provinces)



KWAZULU NATAL REGION

73 Riverhorse Road, Riverhorse Valley, Durban
P.O. Box 94, Durban, 4000
Telephone: (086) 122- 2487 Fax: (031) 251- 5711



Initial

APPLICATION FOR CREDIT FACILITIES

N.B.: This document consists of 7 pages

Application for credit facilities with: **WALTONS (PTY) LTD**, Reg. No.: 1927/000485/07
"THE COMPANY"

A. CONFIDENTIAL

I / WE, THE UNDERSIGNED, _____ IN MY / OUR CAPACITY AS DIRECTOR / MEMBER / AN AUTHORISED REPRESENTATIVE OF _____ HEREIN REFERRED TO AS "THE CUSTOMER" HEREBY APPLY FOR CREDIT FACILITIES FROM WALTONS (PTY) LTD, REGISTRATION NUMBER 1927/000485/07 HEREIN REFERRED TO AS "THE SUPPLIER".

REGISTERED NAME OF THE CUSTOMER (COMPANY / CC / PARTNERSHIP / SOLE TRADER / TRUST)

CO. REGISTRATION NUMBER _____

VAT REGISTRATION NUMBER _____

ENTITY TYPE (please tick) SOLE OWNER PARTNERSHIP (PTY) LTD CC TRUST OTHER

TRADE NAME OF THE CUSTOMER _____

NATURE OF YOUR BUSINESS _____ YEAR COMMENCED BUSINESS (in its present form) _____

DO YOU OWN OR RENT PREMISES? OWN RENT IF RENTAL, NAME OF LANDLORD _____

POSTAL ADDRESS

P O BOX _____ TOWN _____ CODE _____

TEL _____ E MAIL _____ CELL _____

PHYSICAL ADDRESS

STREET _____ SUBURB _____ TOWN _____

DELIVERY ADDRESS

STREET _____ SUBURB _____ TOWN _____

WE ARE USING A LEAST COST DELIVERY SYSTEM WHEREBY WE CAN PLAN OUR DELIVERY ROUTES. PLEASE PROVIDE US WITH YOUR GPS COORDINATES IF AVAILABLE. X COORDINATE (9 DIGITS) Y COORDINATE (10 DIGITS-NEGATIVE)

REGISTERED OFFICE OF COMPANY / CC / TRUST

CONTACT PERSON _____

PHYSICAL ADDRESS _____

ACCOUNTS DEPARTMENT CONTACT PERSON

NAME _____ ACCOUNTS DEPARTMENT EMAIL ADDRESS _____

CELL _____ EMAIL ADDRESS FOR MONTHLY STATEMENT _____

EMAIL ADDRESS FOR BUYER _____

BANKER INFORMATION

BANK NAME _____ ACCOUNT NAME _____

BRANCH _____ BRANCH CODE _____

ACCOUNT NUMBER _____ DATE ACCOUNT OPENED _____

(IF LESS THAN 3 YEARS – PREVIOUS BANKERS) _____

CREDIT LIMIT REQUIRED FOR ACCESSION PURPOSES ONLY R _____ TERMS 30 DAY

ORDER NUMBER REQUIRED WHEN PROCESSING ORDERS? YES NO

SOLE OWNER / PARTNERS': FULL NAME, I.D. NO., AND ADDRESS:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

TRADE REFERENCES INFORMATION:

Name of Trade reference

Contact phone number

- | | |
|----------|-------|
| 1) _____ | _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |

Asset Value of the Customer

Above R2 million	Yes _____	No _____
Between R1 and R2 million	Yes _____	No _____
Below R1 million	Yes _____	No _____

Turnover of the Customer

Above R1 million	Yes _____	No _____
Below R1 million	Yes _____	No _____

By answering the above questions as being above R2,000,000 and between R1,000,000 and R2,000,000 the Customer warrants to the Company that the Asset Value and/or the Turnover of the Customer, as the case may be, exceeds R1,000,000 per annum.

Is Applicant subject to any Debt Re-arrangement in terms of the National Credit Act: YES NO

Initial

TERMS AND CONDITIONS

1. **WHEREAS** the Customer wishes to obtain a credit facility in respect of goods supplied by the Company to the Customer.

NOW THEREFORE the parties agree as follows:

2. DEFINITIONS

In this agreement, unless expressly stated or when the context requires a different interpretation, the following words shall have the meanings ascribed to them as set out below:

- 2.1. "**the act**" means the Consumer Protection Act 68 of 2008 ;
- 2.2. "**the agreement**" means this agreement, including the application on the face hereof, and any annexures referred to in this agreement, annexed hereto, and duly signed by the parties;
- 2.3. "**the application**" means the schedule of details appearing on the face of this agreement;
- 2.4. "**business day**" shall mean a normal business day from 8am to 5pm excluding weekends and public holidays;
- 2.5. "**the Customer**" shall mean the entity applying for credit as described in the application;
- 2.6. "**the commencement date**" shall mean the date of written approval, by the Company of the application;
- 2.7. "**the credit limit required**" shall mean the credit limit required by the Customer, as stipulated in the application and approved by the Company;
- 2.8. "**the Company**" shall mean ;Waltons (Pty)Ltd, registration number 1927/000485/07
- 2.9. "**delivery**" shall mean the delivery of the goods by the Company to the delivery address as indicated in the application.
- 2.10. "**the delivery address**" shall mean the location specified by the Customer in the application hereto as the delivery address, where the goods are to be delivered;
- 2.11. "**the goods**" shall mean the goods indicated on any of the Company's forms, price lists, quotations, delivery notes, orders and invoices;

3. COMMENCEMENT DATE

- 3.1. The application is understood to be an offer by the Customer to the Company to enter into an agreement in respect of goods supplied.
- 3.2. This agreement will commence and be binding on the parties upon the Company in writing approving and signing the credit application and terms and conditions.
- 3.3. The Customer agrees and understands to be bound by the terms of the agreement as from the date of written approval of the credit application by the Company.

4. SURETY

In the event that the Customer is a Company, close Company or other legal person, the individual signing this Agreement shall by virtue of signature hereof and Annexure "A" hereto, binds himself/herself as surety and co-principal debtor *in solidum* with the Customer for the due performance of any obligation of the Customer, including payment of all or any amounts which become due and payable by the Customer to the Company in terms of this Agreement or from any cause whatsoever.

5. PRICE

- 5.1. The cost of the goods shall be the usual price of the goods applicable at the time of invoicing of the goods, regardless of the price of the goods at the commencement date or the date of any purchaser order.
- 5.2. Prices may, prior to delivery, be increased without prior notice. In the event of such increase a certificate signed by a Member or Manager of the Company, whose authority need not be proved, shall be *prima facie* proof of such increased costs.

6. PAYMENT

- 6.1. All amounts owing to the Company by the Customer shall be paid within 30 (thirty) days from date of statement.
- 6.2. The Customer shall not be entitled to claim rebates, discounts, set off and/or deduction in respect of any payment due by the Customer to the Company for goods supplied.
- 6.3. The Company may appropriate all payments made by the Customer to such accounts as it may in its sole and absolute discretion decide if no remittance can be produced by the Customer.
- 6.4. Should the Customer default in paying any one invoice or account or fail to make payment timeously or without payment or any portion thereof for any reason whatsoever, then the whole amount in respect of all purchases by the Customer shall become due, owing and payable irrespective of the dates when the goods were produced.
- 6.5. The Company shall have the right to repossess as provided for herein, any goods already delivered to the Customer in terms of this agreement, should any amount due by the Customer remain unpaid after the due date thereof.
- 6.6. 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.
- 6.7. Should any amount not be paid on the due date, then, without prejudice to any other right it may have, the Company may immediately suspend the carrying out of any of its uncompleted obligations (at the sole risk and cost of the Customer) until such time as payment is made.

6.9. The Customer acknowledges that it is aware of fraudulent activities which are perpetrated whereby a change of banking details is advised on the Company's letterhead or by other means. The Customer agrees that any payment made to any other bank account shall not constitute a valid discharge of the Customer's obligation to make such payment. The Customer shall be obliged to notify the Company of any receipt by it of a notification of change of banking details and shall only give effect thereto if same is confirmed telephonically and in writing by the Financial Director of the Company. All loss suffered as a result of any amounts being paid by the Customer into any bank account other than the account of the Company due to any error on the part of the Customer or any of its employees or as a result of the Customer or its employees not complying with the a foregoing provisions of this clause or otherwise shall be borne solely by the Customer.

7. PROOF OF INDEBTEDNESS

Any account or certificate signed by a Manager or Member of the Company (whose authority does not need to be proved) will be *prima facie* (face value) proof of any amount due by the Customer to the Company in terms of this agreement.

8. CREDIT FACILITY

- 8.1. The Company reserves the right to reduce the credit limit under any credit facility at any time upon written notice to the Customer to take effect on delivery of the notice, at the Company's discretion.
- 8.2. The Company reserves the right to increase the credit limit under any credit facility at any time upon written notice from the Customer to take effect three days after delivery of the notice, at the Company's discretion.

9. QUOTES

A quotation by the Company does not constitute a binding offer by the Company and the Company reserves the right to withdraw or revise any quotation at any time.

10. ORDERS

- 10.1. The Customer will place orders for the goods by transmitting its purchase order and credit application to such address as may be nominated by the Company from time to time.
- 10.2. The purchase order shall specify the goods ordered, the quantities, delivery address and the delivery dates and shall if applicable, be accompanied by any quotation supplied by the Company.
- 10.3. Oral orders shall be capable of acceptance by the Company, however the Company will not be responsible for any errors or misunderstanding occasioned by the Customer's failure to reduce its order details in writing.
- 10.4. All orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Company by the delivery of the goods or by the written acceptance or confirmation of the order.
- 10.5. The Company is not obliged to accept any order that the Customer placed with the Company.

11. DELIVERY

- 11.1. Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods, despite the fact that such address may not have been the address of the premises of the Customer.
- 11.2. Whilst every effort is made to dispatch goods as advised, the Company does not guarantee dispatch on any specific date and shall not be liable for any damages or failure to effect delivery/dispatch timeously for any reason beyond the Company's reasonable control, including but not limited to inability to secure transport, labour, power, materials, goods or supplies or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other disputes, fire, flood, drought or legislation. The Customer shall not be entitled to cancel any order by reason of such delay.
- 11.3. In the event that the Company makes delivery to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
- 11.4. When goods are delivered in instalments, invoices relating to separate deliveries shall be paid as if such goods were the subject of a separate order and no payment shall be postponed until such time as all the goods supplied have been delivered.
- 11.5. If the Customer fails to take delivery of the goods ordered, or in any way delays the delivery of the goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Customer the reasonable costs of storing, insuring and handling the goods until delivery takes place.
- 11.6. The Customer shall be barred from lodging any claim in respect of discrepancies between goods charged and goods delivered, unless the Customer has specified on the delivery note the nature of the discrepancy and same is brought to the attention of a Manager or Member of the Company within 24 hours.
- 11.7. Signature by the Customer or by any representative of the Customer of the Company's delivery note/invoice/way bill/ manual release note shall constitute proper delivery and will be regarded as acceptance by the Customer that the goods reflected in such delivery note have been properly and completely delivered.

12. OWNERSHIP AND RISK

- 12.1. Notwithstanding that all risk in and to all goods supplied by the Customer shall pass on delivery, ownership in all goods supplied by the customer and delivered to the customer shall remain vested in the Company.
- 12.2. The Company shall in such instance, 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 Customer shall be entitled to a credit in respect of the goods so returned being the price at which the goods are supplied or the value thereof as determined by the Company. The Customer hereby waives any right it may have for a spoliation order against the Company in the event that the Company takes possession of any goods.
- 12.3. The Customer shall be liable for any damage to the goods ;
- 12.4. The Customer will make available to the Company at any time proof that the goods are insured.
- 12.5. The Company shall inform the Landlord, at the discretion of the Company, of the premises at which the goods are kept that such goods are the sole and absolute property of the Company.
- 12.6. In the event that the Company transports the goods to the Customer, delivery and passing of the risk of goods, shall be deemed to have taken place when the goods are offloaded at the Customer's premises.
- 12.7. In the event that the Company agrees to effect delivery by its own vehicles or those of a transport contractor to the Customer at its place of business, then offloading will be effected by the Customer's own employees at the sole risk of the Customer who will be responsible for all damage of whatsoever nature caused by or as a result of such offloading. The Company's employees may, if so requested, assist with such offloading, but only at the sole risk of the Customer.
- 12.8. Where transport is arranged by the Customer, the risk in and to all the goods shall transfer to the Customer upon the Customer's transport agent starting to load the goods.
- 12.9. When the Customer collects goods from the Company using its own or its agent's transport, then such collection will be entirely at the Customer's risk and the Customer will be liable for all damage or whatsoever nature caused as a result of or during such collection. The Customer will be liable for loading the goods onto its transport provided that the Company may, if so requested, assist the Customer with such loading, but only at the sole risk of the Customer.
- 12.10. In all cases where delivery to the Customer occurs by carrier, the carrier shall be the Customer's agent, and delivery to such carrier by the Company shall be deemed to be delivery to the Customer. The signature of any employee of the carrier shall be *prima facie* proof of proper delivery to the Customer.
- 12.11. Should the Company, at the Customer's request agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and the Company shall engage the carrier on such terms and conditions as it deems fit and the Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the transportation of the goods.
- 12.12. The customer shall at all times maintain the goods at its own cost.

13. WARRANTY IN RESPECT OF GOODS

- 13.1. The Company warrants that the goods are :
- 13.1.1. reasonably suitable for the purpose for which they are generally intended ;
- 13.1.2. of good quality , in good working order and free of defects;
- 13.1.3. will be useable and durable for a reasonable period of time ;
- 13.1.4. In compliance with the Act.
- 13.2. The Company will in its discretion either repair or replace the goods which do not comply with clause 13.1.1- 13.1.3 above or refund to the customer the price paid by the customer for the supply of such goods.
- 13.3. The Customer acknowledges that the Customer is not the manufacturer of the goods. The Customer accordingly indemnifies and holds the Company harmless against any claim that may be brought against the Company 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.

14. LEGAL PROCEEDINGS

- 14.1. Should the Company elect to take legal action against the Customer arising from its breach of any terms or conditions of the Agreement, the application hereto wherein the Company has to hire the services of an attorney and/or advocate and/or tracing agent, then the Customer will be liable in respect of all legal costs and/or expenses incurred, on an attorney and own client scale plus disbursements, tracing charges and collection commission.
- 14.2. A certificate issued and signed by any Member or Manager of the Company, whose authority need not be approved, in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but not limiting the generality of the foregoing, the fact that such goods were supplied by the customer and/or delivered, shall be *prima facie* evidence of the Customer's indebtedness to the Company and *prima facie* evidence of such other fact and/or *prima facie* evidence of the delivery of the Goods.

15. JURISDICTION

In terms of Section 45 of the Magistrate's Court Act, 32 of 1944, the Customer consents to the jurisdiction of any Magistrate's Court having jurisdiction regarding any legal action taken by the Company against it arising from this agreement.

16. GOVERNING LAW

The agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

17. BREACH

- 17.1. Notwithstanding any other provision of this Agreement, should the Customer:
- 17.1.1. fail to pay any amount due by the Customer to the Company in terms of this Agreement on the due date thereof; or
- 17.1.2. commit a breach of any term or condition of the Agreement or permit a breach of any such term or condition, the Company shall have the right, notwithstanding any rights available to it, to suspend the credit facility at any time and to forthwith and upon 2 days written notice to the Customer, cancel the Agreement.
- 17.2. In the event of any breach by the Customer of any term or condition of this Agreement, the Customer consents and authorizes the Company to furnish the Customer's name, credit record and repayment history to any credit bureau as a delinquent debtor.

18. TERMINATION

- 18.1. The Company reserves the right (notwithstanding any other provision in the agreement) to terminate the agreement on 2 (two) days written notice to the Customer.
- 18.2. Should the Customer commit an act of insolvency within the ambit of Section 8 of the Insolvency Act, No 24 of 1936, and is deemed unable to pay its debts the Customer shall be in default.
- 18.3. If the Customer is in default, the Company shall be entitled, in addition to all other remedies to which it may be entitled at law or in terms of the agreement, to terminate the agreement in writing upon 2 (two) days written notice to the Customer.
- 18.4. In addition, the agreement may be terminated by mutual written agreement by the parties.
- 18.5. The termination of the agreement will not prejudice the rights of the Company to claim damages or to obtain any other relief in respect of any antecedent breach of the terms and conditions of the agreement prior to such termination.
- 18.6. Upon the termination of the agreement, the Customer shall at its cost and risk return all property belonging to the Company within 24 (twenty-four) hours.
- 18.7. Upon termination all amounts, whether due or not, in whole or in part, will become immediately payable.

19. INSTRUMENTS

Acceptance of a negotiable instrument by the Company shall not be deemed to be a waiver of the Company's rights under this agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives his right to insist on notice of dishonour or protest to it in the event that the cheque is dishonoured.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. Trade marks, design and intellectual property in and to any goods will at all times remain the sole and exclusive property of the Company.

21. FORCE MAJEURE

- 21.1. Notwithstanding anything to the contrary in these terms and conditions, neither party shall be liable for any loss or damage which may be suffered by the other party as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances, or events beyond the Company's reasonable control including (but not limited to) Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or of raw materials therefore by the Company's normal source of supply or the manufacture of goods by the Company's normal means or the delivery of goods by the Company's normal route or means of delivery.
- 21.2. If any event of *force majeure* occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of *force majeure* provided that if any event of *force majeure* continues for a period of or exceeding 1 (one) month, the Company has the right to terminate the Contract forthwith on written notice to the Customer.
- 21.3. Each party shall use its reasonable endeavours to minimize the effects of any event of *force majeure*.

22. INDEMNITIES AND LIMITATION OF LIABILITY

- 22.1. The Customer hereby indemnifies and holds the Company harmless from and against any loss, claim, action, damage or expense suffered or sustained by the Company, its clients, or any third party pursuant to or arising out of:
- 22.1.1. negligence and/or breach by the Customer of its obligations, representations or warranties contained in the agreement;
- 22.1.2. the compounding, confiscating and/or seizing of the goods for any reason whatsoever.
- 22.2. The Company will not be liable to the Customer for any liability, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings suffered by the Customer due to:
- 22.2.1. any act or omission by the Company, our employees, our agents or any person or persons for whom they are responsible; or
- 22.2.2. any neglect or innocent misrepresentations made to the Customer, nor shall the Customer be entitled to resile from any terms of the Agreement on those grounds.
- 22.3. The Company disclaims all liability to the Customer in connection to the Company's performance or the Customer's use of the goods supplied and in no event will the Company be liable to the Customer for delictual, special, indirect or consequential damages including but not limited to loss of profits.
- 22.4. It is the sole responsibility of the Customer to ensure that the goods supplied are suitable for the purpose of intended use.
- 22.5. Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer, the total price paid or due to be paid by the Customer for the goods supplied.

23. WARRANTIES

- 23.1. No warranty shall be effective unless such warranty is expressly provided by the Company, and shall be limited to the extent thereof.
- 23.2. The goods supplied shall comply with section 56 of the Act relating to implied warranties.
- 23.3. The Customer and its representative/s, signing this agreement, warrant that they have the necessary rights and capacity to enter into this agreement.

24. NO CESSION (GIVING-UP) OR DELEGATION (HANDINGOVER) OF RIGHTS

- 24.1 The Customer is not allowed to cede (give-up) or delegate (hand-over) any of its rights or obligations in terms of this agreement to any other person(s) or organization(s) without the Company's written consent. However it is understood that the Company may at any time cedes or delegates any of its rights or obligations in terms of this agreement to another person(s) or organization(s) without prior notice to the Customer or the Customer's consent.
- 24.2 The Customer hereby irrevocably cedes , pledges , assigns and transfers in favour of the Company all of its rights , title and interest in and to all claims, debts and or book debts of whatsoever nature and description and howsoever arising which the Customer may have at any time against all or any persons , companies , corporations , firms , partnerships , associations and any other legal entity (The customers' debtors) without exception as a continuing covering security for the due payment of every sum of money which may now or at any time become owing by the Customer to the Company. The Customer agrees that the Company shall be entitled at any time hereafter to give notice of this cession to all the Customers debtors, the details of same will be made available by the Customer within 3 days of written demand by the Company.

25. INDULGENCES

No leeway, extension of time or other indulgence which the Company may offer to the Customer will in any way prevent it from enforcing any of its rights in the future, without notice, by requiring the Customer's strict and timely compliance with each term and condition of this agreement.

26. UNENFORCEABLE PROVISIONS

If any of the terms of this agreement are unenforceable, illegal, void, or contrary to public policy then they will be considered to be legally separated from the remainder of this agreement. The rest of this agreement will however remain binding and enforceable and in full force and effect.

27. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties and no variation, amendment, deletion or addition will be valid unless it is stipulated in writing and signed by the parties. No warranties, responsibility or guarantees made by the Company on its behalf, will be of any force or effect unless specifically stated in an agreement and signed by the parties.

28. AMENDMENTS

- 28.1 The Company is entitled on fair and reasonable written notice to the Customer, to amend and/or vary the terms and conditions of this agreement as a consequence of any new and/or amended law(s), tax(es), and/or regulation(s).
- 28.2 The Company reserves the right to increase or otherwise vary the credit limit available to The Customer, annually or from time to time.

29. DISCLOSURE OF PERSONAL INFORMATION

- 29.1. The Customer understands that the information given herein is to be used by The Company for the purposes of assessing its credit worthiness and for the purposes of fulfilling the provisions and requirements of the National Credit Act No. 34 of 2005 (and amendment thereof). The Customer confirms that the information given by him is accurate and complete. The Customer further agrees to update the Information supplied, as and when necessary, in order to ensure accuracy of abovementioned information failing which The Company will not be liable for any inaccuracies.

- 29.2. The Company has the Customer's consent at all times to contact and request information from any persons, credit bureaus or businesses and/or the Bidvest Group Ltd intranet, including those mentioned in this Credit Application form and to obtain any information relevant to The Customer's credit application including, but not limited to, information regarding the amounts purchased from suppliers per month, length of time the Customer has dealt with such supplier, type of goods purchased , matter and time of payment and the turnover of The Customer.
- 29.3. The Customer agrees and understands that information given in confidence to the Company by a third party on The Customer will not be disclosed to the Customer.
- 29.4. The Customer hereby consents to and authorises The Company at all times to furnish personal and credit information concerning The Customer's dealings with The Company to credit bureaux and to any third party seeking a trade reference regarding The Customer in its dealing with The Company.
- 29.5. The Company has the Customer's consent to send the Customer promotional information on a regular basis to the contact details as provided in this application.

30. ACKNOWLEDGEMENTS

- 30.1. The Customer confirms that the goods on the Tax invoice issued by the Company, duly represents the goods supplied by the Customer, at the prices agreed to by the Customer and, where delivery has already taken place, acknowledges that the goods were inspected and that the Customer is satisfied that the goods conform to the quality and quantity supplied in all respects and are free from any defects.
- 30.2. The Delivery dates agreed to in the application hereto, are given in good faith and all reasonable effort will be made to comply therewith, but they shall be treated as approximate only and shall not be made the essence of the Agreement.

31. VARIATION

The Customer 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 Customer at any time shall be of any force or effect unless the Company has, in writing, expressly and unambiguously agreed that the terms so sought to be introduced by the Customer shall apply. Without derogating from the generality of the foregoing, the Company shall not be regarded as having so expressly agreed by virtue merely of the Company having agreed to execute an order in which inconsistent terms have been introduced by the Customer and notwithstanding that the Company has not rejected such inconsistent terms.

32. NOTICES

- 32.1. All notices given in terms of this agreement will be in writing and both parties choose the address(es) for all purposes being the address(es) specified on the application. Any change in the Customer's address will only be effective if and when the Company have received written notification of the change of the Customer's address.
- 32.2. Any notices to be delivered by the Customer to the Company or by the Company to the Customer will be considered as received by either the Company or the Customer as follows:
 - 32.2.1. if delivery is by hand, then on the date of delivery;
 - 32.2.2. if delivery is by fax, then within 48 (forty-eight) hours of transmission of said fax;
 - 32.2.3. if delivery is by pre-paid registered post from an address within South Africa, then within seven calendar days of the date of posting;
 - 32.2.4. if delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages as stated in Section 23(b) of the Electronic Communications and Transactions Act, 2002;
 - 32.2.5. the Company undertakes to notify the Customer of any change in its address within 7 (seven) days.

SIGNED AT ON THIS THE DAY OF 20....., before the undersigned witnesses.

1. CUSTOMER SIGNATURE	..... NAME	..... DESIGNATION	1. WITNESS SIGNATURE	..... NAME
2. CUSTOMER SIGNATURE	..... NAME	..... DESIGNATION	1. WITNESS SIGNATURE	..... NAME
3. CUSTOMER SIGNATURE	..... NAME	..... DESIGNATION	1. WITNESS SIGNATURE	..... NAME

SIGNED AT ON THIS THE DAY OF 20....., before the undersigned witnesses.

1. COMPANY REPRESENTATIVE AUTHORISED TO GRANT CREDIT SIGNATURE	1. WITNESS SIGNATURE NAME
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Initial

DEED OF SURETYSHIP

I/We, the undersigned,

_____ (Name)

(Identity Number: _____)

AND

_____ (Name)

(Identity Number: _____)

("the surety")

do hereby bind myself/ourselves to _____ ("the Customer") and its successors-in-title and assign as surety for and co-principal debtor *in solidum* to the Customer set out in the application to which this Surety ship is annexed, for the due and punctual payment of all amounts and for the due performance of all other obligations by the Customer to and in favour of Waltons (Pty) Ltd ("the Company") in terms of and arising from the application concluded between the Customer and the Company, the terms of which I/we declare myself/ourselves to be fully acquainted.

I/We agree and acknowledge that:

1. All admissions and acknowledgements of indebtedness by the Customer shall be binding upon me/us.

2. The Company shall be entitled from time to time, and in its absolute sole discretion, and where it deems fit, without prejudice to its rights hereunder, and on 10 (ten) business days written notice to me/us (and my/our liability under this Surety ship shall in no way be affected thereby), to:

2.1. renew, change or withdraw any facility granted by the Company to the Customer under the application;

2.2. to vary the variation of the terms and conditions of the application.

3. The Company is hereby irrevocably authorized to apply any moneys received by it from the Company and/or me/us in terms of the application and/or in terms of this Surety ship against the indebtedness to it by the Customer in such manner as the Company in its sole discretion deems fit.

4. A certificate signed by a Member or Manager of the Company (whose appointment, qualification and/or authority need not be proved) as to the amount of the Customer's indebtedness to the Company under this Surety ship shall –

4.1. be *prima facie* proof of the amount of indebtedness shown in the certificate; and

4.2. in the absence of manifest error, be binding on me/us in any proceedings instituted by the Company in any competent court for the purpose of obtaining provisional sentence.

5. Should the Company cede the whole or part of its right of action against the Customer to any third party, then the Company's rights under this Surety ship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.

6. If the Customer is placed in liquidation or under judicial management, whether provisional or final, or if it enters into any scheme of arrangement or compromise with its creditors, then;

6.1. the Company shall be entitled to accept any dividend on account and in reduction of the Customer's indebtedness, without prejudice to its rights against me/us, which rights shall further not be prejudiced by the acceptance by the Company of any other securities, guarantees or Surety ships arising out of any such event;

6.2. I undertake not to prove any claims against the Customer until all amounts guaranteed by this Surety ship and which are due by the Customer to the Company have been paid in full, unless otherwise agreed in writing by the Company.

7. I/We renounce the benefits of legal exceptions of "excussion", "division" and "cession of actions", the full meaning, force and effect of all of which exceptions I/we declare myself/ourselves to be fully acquainted.

8. The Company may, at its option, institute action against me/is for any claim arising out of this Surety ship and the Customer's breach of any terms or conditions to which this Surety is annexed, I/We hereby consent to any Magistrate's Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of that Court.

9. I/We agree to pay the Company's legal costs in connection with any claim against me/us arising out of this Surety ship on the scale as between Attorney and own client, including the prescribed collection commission and Value Added Tax thereon, plus costs, together with all tracing agent's fees.

10. For the purposes of this Surety ship and any process which may be instituted by virtue hereof, I/We hereby choose *domicilium citandi et executandi* at:

10.1. The Company: _____.

10.2. The Surety: the business address of the Customer recorded in the application for credit facility to which this surety is annexed for all purpose.

11. A notice or other communication which is sent to me/us/the Customer shall be deemed to have been received on the 7th (seventh) day after the date of posting by prepaid registered post, or on the date of delivery, in the case of delivery by hand.

12. I/We may by written notice to the Company change mine/our or the Company's address or telefax number for the purposes of this clause to any other address (other than a post office box number) or telefax number provided that the change shall become effective within 7 (seven) days after the receipt of the notice.

13. No waiver, amendment or variation of this Surety ship shall be valid unless reduced to writing and signed by the Company, the Customer and myself.

THUS DONE AND SIGNED at _____ on this the _____ day of _____ 20__ in the presence of the undersigned witnesses.

SURETY ONE

SURETY SIGNATURE _____

NAME _____

ID NUMBER _____

PHYSICAL ADDRESS _____

SURETY TWO.

SURETY SIGNATURE _____

NAME _____

ID NUMBER _____

PHYSICAL ADDRESS _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

WITNESS ONE.

SURETY SIGNATURE _____

NAME _____

WITNESS TWO.

SURETY SIGNATURE _____

NAME _____

Initial

FOR OFFICE USE ONLY

APPROVED/REJECTED _____

CREDIT LIMIT _____

TERMS _____

REASON _____

DATE _____

CREDIT CONTROL SUPERVISOR _____

NOTED BY _____ MANAGER _____

PROCESSED BY DATA CAPTURER _____

DATE _____

CREDIT APPLICATION FORM ISSUED BY _____

CREDIT APPROVED BY _____

BANK REPORT DATED _____

ITC REPORT DATED _____

FURTHER COMMENTS _____

Please indicate business segment and region of operation.

- BACK TO SCHOOL** **COMMERCIAL SCHOOLS** **FINANCIAL INSTITUTION** **GOVERNMENT**
- HOSPITALITY** **INSURANCE** **INTERGROUP (BIDVEST)** **MEDICAL**
- MINING** **PHARMACEUTICAL** **STATE OWNED COMPANY**
- TERTIARY EDUCATION** **OTHER**

Initial