

## STANDARD CONDITIONS OF CONTRACT

All offers by the CREDITOR and orders placed by the DEBTOR are Subject to the terms and conditions as are contained in this document

### 1. OWNERSHIP

Notwithstanding delivery, ownership in the goods shall remain vested in the CREDITOR until all amounts due to it by the DEBTOR have been paid, whereupon ownership shall pass to the DEBTOR. Pending this, the DEBTOR shall not remove the goods from the premises where they have been installed without the prior written consent of the CREDITOR. Risk in the goods shall pass to the DEBTOR upon delivery

### 2. DELIVERY

All goods F.O.R. unless otherwise agreed in writing. Transport at the risk of the DEBTOR. Delivery dates and prices of goods offered on an "ex-stock" basis, are subject to prior sale. Delivery dates are approximate, subject to availability of goods, and the CREDITOR shall not be liable for any loss caused by delays. Final prices are subject to price fluctuations as contemplated in clause 6 hereof. A signature of an employee of the DEBTOR on the CREDITOR's Delivery Note or Waybill, or the Delivery Note of any authorised independent carrier will constitute delivery of the goods purchased

### 3. PAYMENT

30 days from date of Statement. Overdue accounts will attract interest at prime overdraft rates plus 2% (two percent) per annum, compounded monthly, from time to time.

### 4. GUARANTEE

The CREDITOR warrants the goods supplied or manufactured by it only against defective materials and workmanship, for a period of 6 (six) months or such period as may be stated in its offer or the relevant equipment manufacturers' conditions of guarantee, from date of sale, provided such defect manifests itself while the goods are used within the Republic of South Africa or Namibia, under correct and proper operating conditions, and provided further that the CREDITOR is notified in writing of such defect immediately it occurs.

The DEBTOR shall inspect and test the goods after delivery of the goods or upon installation where this has been offered by the CREDITOR, and immediately notify the CREDITOR in writing of any alleged defect found in the goods. The CREDITOR shall remedy, free of charge, defects for which it is responsible, and the CREDITOR shall have no further liability of any kind for latent or patent defects in goods, parts or workmanship, or for consequential damages.

The CREDITOR does not warrant the suitability of the goods for the DEBTOR's purposes. Where goods are offered on a "Supply only" basis the CREDITOR only warrants that the goods in question function in accordance with the manufacturers specifications. Unless the CREDITOR's offer provides otherwise, the CREDITOR does not warrant that the equipment offered will be compatible with the DEBTOR's existing equipment and /or system and the CREDITOR shall not be held liable or responsible for integration and/or commissioning. This excluded labour.

### 5. LAW AND JURISDICTION, DOMICILIA

The contract shall be construed in accordance with and governed by the Laws of the Republic of South Africa. The CREDITOR shall be entitled, but not obliged, to institute any proceedings arising from this Contract in any Magistrate's Court having jurisdiction in respect of the person of the DEBTOR, notwithstanding the amount of such claim otherwise exceeding the jurisdiction of such Court. The DEBTOR chooses *domicilium citandi et executandi* for all purposes at the delivery address set out on the reverse hereof. A certificate signed by any director of the CREDITOR (whose appointment, authority or qualification need not be proved) shall be *prima facie* proof of the amount of the DEBTOR's indebtedness to the CREDITOR and shall be valid as a liquid document in any Court of competent jurisdiction for the purposes of obtaining provisional sentence or summary judgement against the DEBTOR. The DEBTOR shall be liable for all costs including Collection Commission and legal costs as between Attorney and own Client incurred by the CREDITOR in enforcing any of its rights in terms of the Contract. The person entering into the Contract on behalf of the DEBTOR warrants that he/she is duly authorised thereto but should this not be the case, he/she shall be liable for all amounts due by the DEBTOR in terms hereof

### 6. PRICE FLUCTUATIONS

The prices quoted by the CREDITOR to the DEBTOR have been based on the selling price in the Republic of South Africa of the currency of the country of origin of the goods, and on the transport costs and import duties, levies and charges, applicable on the date of the quotation. The CREDITOR shall be entitled at any time before delivery of the goods to the DEBTOR to adjust such prices in accordance with fluctuations in the selling price of the said currency and/or in transport costs and/or in import duties levies or charges, and such adjusted prices shall thereupon be the prices payable by the

### 7. DEBTOR

In the case of installation, Service or Repair work, the labour component of the work executed will be charged at the CREDITORS hourly rate applicable to the category of the fitter/engineer executing such work whilst the CREDITOR's standard price list prices will apply for parts and components. All quotations, whether verbal or in writing submitted by the CREDITOR for such work are based on the information available to the CREDITOR at the time of submitting the offer. The DEBTOR accepts that variations to the original quotation may occur as a result of unforeseen or additional requirements manifesting themselves or being requested during the execution of the work necessitating extra labour and/or parts. Unless the customer expressly stipulates otherwise, such extra work will comprise an integral part of the DEBTOR's order and will be charged accordingly

### 8. RETURN OF THE GOODS

Goods are not returnable when correctly supplied in accordance with the DEBTOR's order, however, should the CREDITOR agree to accept the return of the goods, the DEBTOR shall be liable for a handling charge amounting to 10% of the invoiced amount. Acceptance by the CREDITOR must be in writing.

### 9. GENERAL

The CREDITOR reserves the right to amend or withdraw an offer prior to its acceptance. If an offer is not accepted within 30 days from date thereof, it shall be deemed to have been withdrawn. Should the DEBTOR be placed under provisional or final liquidation, judicial management or sequestration or commits any act of Insolvency as defined by the insolvency Act 24 of 1936 as amended, or ceases to carry on business, the CREDITOR shall have the right to summarily cancel any existing agreement between it and the DEBTOR. No undertakings, representations or additional terms and conditions or any other variation to the agreement between the CREDITOR and the DEBTOR shall be of any force or effect unless reduced to writing and signed on behalf of the CREDITOR by a person duly authorised to do so. The DEBTOR acknowledges that no warranties have been given or representations made on behalf of the CREDITOR other than those specifically set out in the written offer.

The CREDITOR shall not be liable for any consequential damages or loss of production caused by faulty materials or defective workmanship or any other reason whatsoever, and under no circumstances shall the liability of the creditor, or its principals or its agents exceed the value of the goods supplied.

The DEBTOR agrees to the CREDITOR doing credit enquiries with whichever agencies it deems appropriate.

**PLEASE INITIAL THIS PAGE:**

**APPLICATION FOR A  
30 DAY CREDIT ACCOUNT  
WITH:**

**TECHNOBURN (PTY) LTD**  
 9 Mymona Crescent, Athlone Industrial 2, 7764  
 P.O. Box 2527, Clareinch, 7740  
 TEL: 021 / 691 0109      FAX: 021 / 691 3847

APPLICANT:.....  
 TRADING NAME:.....  
 POSTAL ADDRESS:.....  
 CODE:.....

(The Debtor)      TEL NO:.....  
 (The Debtor)      FAX NO:.....  
 PHYSICAL ADDRESS:.....  
 CODE:.....

NATURE OF BUSINESS:.....  
 CO. REGISTRATION NO:.....  
 CO. VAT REGISTRATION NO.....      DATE TRADING COMMENCED:.....

PLEASE STATE IF: (X)

PUBLIC COPMPANY	<input type="checkbox"/>	PRIVATE COMPANY/CC	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>
SOLE PROPRIETOR	<input type="checkbox"/>	OTHER	<input type="checkbox"/>		

NAMES OF DIRECTORS / PARTNERS / OWNERS:  
 .....  
 .....  
 .....

I.D. NUMBERS:


BANKERS:.....      BRANCH:.....      BANK A/C NO:.....  
 AUDITORS:.....  
 TRADE REFERENCE: 1.....      TEL NO:.....  
 (Oil, tyre and forwarding 2.....      TEL NO:.....  
 Companies not acceptable)3.....      TEL NO:.....

PLEASE STATE NAME OF HOLDING COMPANY (IF ANY):.....  
 NUMBER OF EMPLOYEES:       PREMISES: (X)      OWNED       RENTED

EXPECTED MONTHLY PURCHASES: R.....

- I/We hereby request that an account be opened in the name of the Debtor and understand that all purchases made will be subject to the Conditions printed on the reverse hereof/or attached.
- I/We, the undersigned, do hereby bind myself/ourselves jointly and severally as surety/ies in solidam and co-principal debtor/s to the Creditor for the due and punctual payment by the Debtor for any and all amounts which may now or in the future be or become owing by the Debtor to the Creditor.
- I/We renounce the benefits of division and excussion, revision of accounts, errors in calculations and cession of action, which I/we declare to understand. If any legal action ensuing from my/our indebtedness to the Creditors necessary, I/we agree to accept the jurisdiction of the Magistrate's Court. Domicilium citandi et executandi for all purposes is the Delivery Address above.
- I/We may only be released from obligation hereunder by written notice from the Creditor acknowledging that such guarantee has been terminated.
- In the event that the Creditor should have any claim against the Debtor arising out of this contract, the amount of the indebtedness of the Debtor to the Creditor shall at any time be determined and proved by a written certificate of a Director of the Creditor, whose appointment as such need not be proved, and such certificate shall be binding on the Debtor and shall be prima facie proof of the amount of its Indebtedness to the Creditor. In an event of the Creditor instating legal action against myself/ ourselves, I/we agree to be liable for all cost on the Attorney and own Client Scale including Collecting Commission, which may be incurred by the Creditor in enforcing any of its rights in terms of this suretyship.
- The Creditor is entitled to make whatever enquires necessary to assess this application and if, credit is approved, register details about the conduct of the Debtor's account at the Credit Bureau/s.
- I/We state that this document is complete in all respects at the time of signature hereof.

SIGNED AT..... ON..... DAY OF..... 20.....

SIGNATURE OF DIRECTOR/MEMBER PARTNER/OWNER <u>ONLY</u> :	1.	2.
	.....	.....
NAME IN BLOCK LETTERS:	.....	.....
	.....	.....
STREET ADDRESS:	.....	.....
	.....	.....
WITNESS:	1. ....	1. ....
	2. ....	2. ....

**TO FACILITATE SPEEDY PROCESSING. PLEASE FAX AND THEN POST THE ORIGINAL. ACCOUNTS WILL NOT BE OPENED WITHOUT THE ORIGINAL APPLICATION.**