



PHYSICAL ADDRESS
 PORTION 410 OF PLOT 269
 KAMEELDRIFT EAST
 PRETORIA
 REPUBLIC OF SOUTH AFRICA

POSTAL ADDRESS
 PO BOX 580
 DERDEPOORT PARK
 PRETORIA, 0035

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Reg:2004/108407/23 Vat No:4440256446

APPLICATION FOR CREDIT FACILITY

1. FULL REGISTERED NAME OF COMPANY:.....
 2. TRADING NAME(If Different):
 3. REGISTRATION NUMBER:
 4. MAIN BUSINESS ACTIVITIES:
 5. PHYSICAL ADDRESS:
 6. POSTAL ADDRESS:
 7. TELEPHONE NUMBER: () FAX NUMBER: ()
 8. TYPE OF BUSINESS: (Pty) Ltd Ltd Co cc Sole Trader
 9. DATE: COMPANY / BUSINESS ESTABLISHED:
 10. DIRECTORS / PARTNERS / OWNERS FULL CHRISTIAN NAMES:
 a) Mobile Number:
 b) Mobile Number:
 c) Mobile Number:
 11. DIRECTORS / OWNERS AND/OR PARTNERS TO SIGN PERSONAL SURETY !
 12. ARE THE PREMISES RENTED OR OWNED: YES RENTED YES OWNED
 13. IF RENTED, NAME AND ADDRESS OF LANDLORD:
 14. AUDITORS: TEL NUMBER:
 15. BANKERS: BRANCH:
- ACCOUNT NUMBER: Initial _____

Terms and Conditions of Business

1. These Conditions

- (1) In these Terms and Conditions the word Solidworx means Solidworx Engineering, the words 'the customer' shall mean the person, firm or company purchasing or agreeing to purchase goods or services from Solidworx, the words 'These conditions' shall mean the Terms and Conditions of sale set herein and the word 'goods' shall mean all equipment, spare parts, other goods, repairs or services provided to the customer by Solidworx.
- (2) All agreements by which Solidworx agrees to supply goods and services to the Customer shall be subject only to these Conditions notwithstanding any variation or attempted variation of these conditions made by the Customer in its order from or otherwise and save as provided by clause 1 (3) of these conditions the making of an order by the Customer for the goods or services supplied by Solidworx shall for all the purposes be deemed to be acceptable by the customer of these conditions to the exclusion of any other Terms and Conditions. Any brochure in which these Terms and Conditions are incorporated shall constitute an invitation to treat by Solidworx and any order placed by the customer shall constitute an offer for goods incorporating these Conditions made by the Customer which Solidworx in its discretion accepts in writing or by telephone, fax or email. No cancellation of any order by the Customer shall be valid unless made in writing and accepted in writing by Solidworx.
- (3) No variation of these Conditions is permitted unless expressly accepted in writing by a Member of Solidworx.

2. The Goods

- (1) Subject to the warranty contained in clause 6 (1), all descriptions, drawings and particulars relating to the goods in any catalogues, leaflets, brochures or other documents are for illustrative purposes only and do not form part of the agreement between Solidworx and the Customer. All representation as to the performance of the goods are based on information supplied by the manufacturer of the goods and relate to their performance in normal conditions and when used correctly.
- (2) Unless otherwise expressly agreed, good supplied will be in accordance with manufacturer's main designs and specifications current at the date of manufacture or delivery to the supply by Solidworx of goods differing from any contractual or pre-contractual specifications or descriptions shall not be a breach of the agreement between Solidworx and the Customer insofar as the goods are approximately equivalent performance to the goods referred to in such specifications or descriptions.

3. Delivery, Installation and Risk

- (1) Unless otherwise expressly agreed, the price shown in the current price list of Solidworx is Exclusive of Value Added Tax and exclusive of the cost of packaging and carriage, which will be charged at Solidworx normal rates.
- (2) The time for delivery of the goods are not of the essence. The agreed dates for delivery are estimates only and a failure by Solidworx to comply with them are not breach of these Conditions.
- (3) The goods shall be at the Customer's risk at the time of delivery or, if the customer has requested that he has arranged the collection of goods, at his risk on the date that Solidworx has notified the Customer that the goods are ready for collection.
- (4) The Customer is required to inspect the goods on receipt and to notify Solidworx of any defects or complaints immediately.
- (5) If any payment due to Solidworx is overdue for 30 days or if the Customer ceases to trade or enters into any arrangement with its creditors or shall become insolvent or has a Receiver or Administrative Receiver appointed or a petition is presented or a resolution passed for the winding up of the Customer (if the Customer is a Company) other than for the purpose of a solvent reconstruction or amalgamation previously notified to Solidworx, the Customer shall then be deemed to have repudiated any agreements it may then have with Solidworx who shall be entitled without prejudice to any other rights or remedies available to it to stop any goods in transit and to cancel any further deliveries.

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4. Property in the Goods

- (1) Notwithstanding risk in the goods passed to the Customer in accordance with clause 3 (3) of these Conditions the goods shall remain the sole and absolute property of Solidworx and title to and legal equitable ownership of the goods shall not pass to the Customer until payment is received by Solidworx of all monies due from the Customer to Solidworx in respect of all goods supplied by Solidworx to the Customer and the Customer acknowledges that until such payment is made in full it is in possession of the goods solely as a fiduciary for Solidworx.
- (2) Until title to the goods passes to the Customer, the goods shall be kept separate and distinct from all other property of the customer and of third parties and in good condition and stored in such a way as to be clearly identifiable as belonging to Solidworx and the Customer will not cause or permit or suffer any labels, badges, serial numbers or other means of identification of the goods to be removed or obscured.
- (3) Solidworx may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

5. Price and Payment

- (1) Time for payment is of the essence and if payment is not made within 30 days from Statement date, Solidworx may require the Customer to pay 7.5% interest per month from the date of invoice compounded monthly until the payment is received in full.
- (2) Unless otherwise stated, all payments are to be made in SA Rand to Solidworx as per invoice.
- (3) Where any agreement to supply goods provides for goods to be delivered by instalments which are to be separately paid for, such agreements shall not be saveable and failure by the Customer to pay for or accept delivery of any instalments by the due date shall entitle Solidworx at its option to treat the whole agreement with the Customer as repudiated.
- (4) The price may increase by Solidworx at its discretion to take accounts of fluctuations in exchange rates or increases in the cost of the goods or taxes or otherwise – all efforts will be made to notify the Customers when possible.
- (5) The price shall be payable without any deductions or set-off.

6. Warranty and Liability of Solidworx

- (1) Solidworx undertakes to credit the account of the Customer (if any) or to remedy free of charge by repair or replacement any defects in the goods covered by the manufacturer's guarantee provided that the Customer notifies Solidworx promptly of such a defect and where the Customer arranges for a prompt return to Solidworx of the defective goods.
- (2) Solidworx shall not be liable for any financial consequential or indirect loss suffered by the Customer or any third party whether such loss arises from breach of a duty in contract or tort or in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the Customer or anyone else (other than damage caused by the negligence of Solidworx or any of the employees and personal injury to the Customer or anyone else (except so far as such injury is attributable to Solidworx negligence).
- (3) To be valid, any claim against Solidworx whether in contract or in tort must be brought within 6 Months of the date of invoice and any such claim shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods in respect of which the claim is made.

7. Force Majeure

- (1) Solidworx shall not be liable to the Customer for any failure to perform its obligations due to any circumstances beyond the control (including without limitation strikes, lock-outs, industrial disputes, failure or power supply delays caused by South African Telecommunications plc. Or any other person, firm or company delays caused by manufacture of the goods, riots, civil disturbances, war or war-like activities, embargoes, fire, explosion, flood or natural causes) and in such event Solidworx may elect a written notice to cancel any agreement with the Customer or elect that the time for performance shall be extended until such time as Solidworx can reasonably effect performance.

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8. Waiver

(1) If the customer shall be in breach of any of these conditions then failure by Solidworx to require the Customer to rectify the same shall not create any assumption that such a breach has been waived by Solidworx.

9. Notices

(1) All demands, notices and other communications shall be in writing and addressed to Solidworx at its address shown in invoices delivered by it and to the Customer at the address given by it for delivery of invoices (or as subsequently notified by one to the other in writing) and shall be deemed to be duly given or made by letter 48 hours after being posted by first class postage pre-paid or if delivered by hand at the time of delivery or if given or if made by email when the Sender shall receive the answer back of the person to whom it was sent.

10. Law and Jurisdiction

(1) These Conditions shall be governed by and construed in accordance with South African Law.

SIGNED AT: ON THIS:DAY OF 20

SIGNATURE:..... FULL NAMES:.....

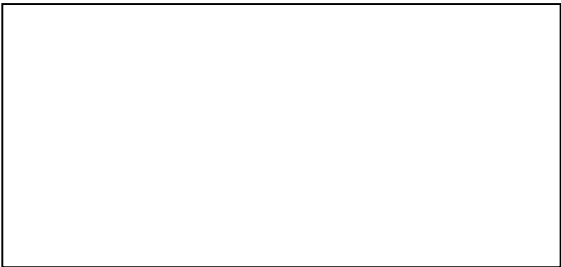
IN MY CAPASITY AS:
(Whom have the Authorization to sign on behalf of the company)

WITNESS: 1. WITNESS 2.

NAME: NAME:

ID:..... ID:.....

COMPANY STAMP:



FOR OFFICE USE ONLY

BANK REFERENCES CHECKED:

TRADE REFERENCES CHECKED: 1.
2.
3.
4.

ACCOUNT: PASSED / REJECTED: Reason:.....

CREDIT LIMIT: RPER MONTH. CREDIT LIMIT: R TWO MONTHS.

PAYMENT TERMS APPROVED:

End of Current Month	30 Days After Statement	Other:.....	Discount Y/N (%)
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APPROVED BY: SIGNATURE:.....

DATE

SURETYSHIP

I, the undersigned,

Do hereby bind myself unto and in favor of

Solidworx Engineering
Reg number 2004/108407/23

(Hereinafter referred to as the Creditor)

As Surety *in solidum* and as Co-Principal Debtor with

(Hereinafter referred to as the Principal Debtor)

For the due and punctual payment by the Principal Debtor to the Creditor of all amounts which are now or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising.

My liability hereunder shall in no way be affected or diminished if the Creditor either now or in the future will hold or obtain additional surety ships, guarantees or securities, whether real or personal, in respect of the liabilities of the Principal Debtor towards the Creditor. This surety ship and undertaking shall be a continuing covering security for any present or future indebtedness of the Principal Debtor to Creditor, and shall remain in full force and effect notwithstanding any fluctuation in or even temporary extinction of such indebtedness.

The Creditor shall be entitled without reference or notification to me and without affecting its rights hereunder, or releasing me here from:

- a. To release other sureties and / or securities;
- b. To grant the Principal Debtor extensions of time for payment;
- c. To compound or to make any other arrangements with the Principal Debtor for the discharge of the Principal Debtor's indebtedness;
- d. To alter or vary any present or future agreement between the Principle Debtor and the Creditor;
- e. If the Principle Debtor shall be placed in liquidation or under judicial management or be sequestrated, to accept any dividend in respect of the Principal Debtor's indebtedness and also to accept any securities , guarantees or surety ships arising out of such liquidation or judicial management of insolvency process; or
- f. To accept any offer of compromise made by or on behalf of the Principal Debtor, whether then in liquidation or under judicial management or provisional sequestration or otherwise.

I bind myself in the event of the Principal Debtor being placed in liquidation or under judicial management or be sequestrated not to file any claim against the principal Debtor in competition with the Creditor.

In respect of all contracts concluded or to be concluded by the Principal Debtor with the Creditor, I warrant that each such contract was or will be at the time of conclusion within the scope of the authority, powers and objects of the Principal Debtor, and that all resolutions of and signatures by the Directors of the Principal Debtor, were, or made. If there shall in respect of any such contract be any breach of the terms of the warranty, then I assume the liability to the Creditor which any such contract purported to impose upon the Principal Debtor.

I shall be bound by all admissions or acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor.

As security for the fulfillment of all obligations hereby undertake I do hereby cede, assign, transfer and made over unto and in favor of the Creditor all right, title and interest in and to any amounts which are now, or which may hereafter become owing to me the Principal Debtor and / or by any subsidiary of the Principal Debtor (now existing or which may at any time hereafter come into being) from any cause of indebtedness howsoever arising. In the event of any prior rankings cession exists at the date hereof, a foregoing cession in favor of the Creditor shall operate as a cession to the Creditor of any right of action which I may now or at any future time have against the prior cessionary.

In the event of failure to comply with any obligation set out herein, or any failure of payment, the Creditor shall be entitled to:

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- a. levy interest on all amounts outstanding as from due date thereof at a rate of 2% above the Prime lending rate charged by Absa BANK to its most favorite clients, with a Minimum rate of 18, 5% (eighteen COMMA five percent) per annum. If the prime rate exceeds this rate, then the maximum permissible rate prescribed by the Usury Act of 1968, as amended, shall be calculated from the due date;

For the purpose of legal action against me:

- a. I consent in terms of Section 45 of the Magistrate’s court Act to the jurisdiction of the Magistrate’s Court having jurisdiction over me in terms of Section 28 of the said Act
- b. A Certificate purported to be signed by a Branch Manager / Manager of the company shall be *prima facie* proof of my indebtedness at the time of institution of legal proceedings and I agree that such Certificate shall be prima facie proof of my indebtedness to the Creditor, for purposes of Summary Judgement against me, unless it is proved that such Certificate was issued fraudulently.
- c. the cost of such action shall be borne by me on a scale between Attorney-and-Client, inclusive of collection charges, and all other charges incidental to the action, inclusive of tracing costs.

I hereby renounce the benefits of the legal exceptions *excussion, division, de Duobus vel pluribus reis debendi, no value received*, with full force, meaning and effect of all of which I declare myself to be fully acquainted.

I select as *domicilium citandi et executandi*

at which address all notices and communications may be addressed to me and I agree that all notices addressed to me at the said address and dispatched by prepaid registered post shall be deemed to have reached me on the forth (4th) day after the day of posting.

Signed at _____ on this _____ day of _____ 20 ____.

Signature
Full Names & Surname

AS WITNESS

1 _____ ID _____
Name & Surname

2 _____ ID _____
Name & Surname