

STANDARD TERMS AND CONDITIONS OF TRADE AND SALE

INCORPORATING A SURETYSHIP

ANNEXURE A

1. The Debtor acknowledges that credit facilities granted are payable within 30 days of statement.
2. Credit facilities may be withdrawn by the Creditor at any time without prior notice and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times. If any amount is not paid within the agreed terms, the Debtor shall be liable for interest at the maximum rate permitted by law from time to time. Such interest shall be calculated and paid monthly in advance, provided that if the interest is not paid as aforesaid, the interest shall be added to the principal sum and the whole amount shall form the principal debt, which shall bear interest as aforesaid.
3. A certificate under the hand of any Director of the Creditor as to the existence and the amount of the Debtor's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact matter or thing relating to the Debtor's indebtedness to the Creditor, shall be conclusive proof of the contents and correctness thereof for the purpose of Provisional Sentence or Summary Judgement or any other proceedings against the Debtor in any competent Court and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such Certificate which shall be binding on the Debtor and Surety and shall be deemed to be sufficient particularly for the purpose of pleading or trial or any action or other proceedings instituted by the Creditor against the Debtor and/or Surety.

4. **SURETYSHIP**

The signatory hereto binds as Surety and Co-Principal Debtor in solidum with the Debtor in favour of the Creditor for the due Payment of all amounts which may at any time be payable by the Debtor to the Creditor from any cause of action whatsoever and whether required by the Creditor by way of Cession or otherwise. The signatory further waives the benefits of excussion and division and of the legal exceptions non numerate pecunia, non cause debiti and acknowledges himself to be fully acquainted with the meanings of these terms. The signatory further agrees that the terms and conditions of this application shall apply mutatis mutandis to this Suretyship.

5. Ownership in the goods sold and delivered to the Debtor on account shall pass to the Debtor only when all the amounts due by the Debtor to the Creditor have been paid, notwithstanding delivery of the goods to the Debtor. Risk in and to the goods shall however pass to the Debtor on delivery.
6. The Debtor agrees and acknowledges that:
 - 6.1 in the event of the Debtor:
 - 6.1.1 breaching any conditions contained in this document or the Application for Credit Facilities and Conditions of Trade and/or;
 - 6.1.2 failing to pay any amount due or payable on or before due date and/or;
 - 6.1.3 suffering any civil judgement to be taken or entered against it and/or;
 - 6.1.4 causing a notice of surrender of its estate to be published in terms of the insolvency Act of 1936 as amended and/or;
 - 6.1.5 dying and/or;
 - 6.1.6 having its estate placed under business rescue or an order of provisional or final sequestration, provisional or final winding up or provisional or final management as the case may be.

Then and in any of the above events, the Creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Debtor without notice to the Debtor, and to rely on the provisions of the immediately preceding clause and to repossess those goods sold and delivered by the Creditor to the Debtor, or to claim specific performance of all the Debtor's obligations whether or not such obligations would otherwise then have fallen due to performance, neither event without prejudice to the Creditor's rights to claim damages.

7. The Creditor is entitled to:
 - 7.1 make any reasonable enquiries to verify and research any details provided by the Debtor on this application form;
 - 7.2 access the files of any credit bureau to ascertain the Debtors credit profile when assessing the application and at any time during the currency of the Debtors account with the Creditor;
 - 7.3 disclose the existence and the conduct of the Debtors account with the Creditor, whether still current or not, to any other credit bureau or other credit grantor;
 - 7.4 place the Debtors name on the Creditors own marketing mailing list provided that it will be removed should the Debtor so in writing request.
8. The Debtor expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act no. 68 of 1969 as amended from time to time. Provided that there is no defect in the goods, should the Creditor agree to accept the return of any goods on credit, the Debtor shall be liable to pay the Creditor a handling charge of not less than 10 percent of the price of the goods so returned.
9. In the event of the Creditor instructing attorneys to collect from any attorneys the amount owing in terms of this document, then the Debtor agrees to pay all costs on the scale as between attorney and own client, including collection charges.
10. The Debtor consents to the jurisdiction of the Magistrate's Court having jurisdiction notwithstanding that the claim by the Creditor may exceed the normal jurisdiction of the Magistrate's Court as to amount. The Creditor shall, in its discretion, be entitled to proceed against the Debtor in any other competent Court notwithstanding the foregoing.
11. The Debtor nominates as its address reflected on the credit application for service upon it of all letters, notices and processes in connection with any claim for any sum due to the Creditors arising out of credit granted by the Creditor to the Debtor.
12. No relaxation or indulgence granted to the Debtor by the Creditor at any time shall be deemed to be a waiver of the Creditor's rights to terms hereof and no such relaxation or indulgence shall be deemed a novation of any of the terms and conditions set out herein or create any estoppel against the Creditor.
13. It is a condition of each sale the goods are sold "voetstoots" and without any warranties whatsoever. In addition, the Debtor shall be precluded from raising any complaints or disputing liability to the Creditor in any way unless it shall have notified the Creditor of its complaints or grounds of dispute in writing within 7 (seven) days of receipt of the goods in question. Subject to the foregoing, the Creditor shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing or replacing the goods in question, or refund the whole or part (as the case may be) of the contract price paid to it by the Debtor in respect of such goods.
14. When the Creditor is required to manufacture in any way whatsoever goods to the Debtor's specifications or carry out work according to the Debtor's instructions or the instructions of the Debtor's nominees, the Creditor, from the time the goods are received by the Debtor, accepts no responsibility for the efficiency or work ability or materials so manufactured or work carried out.
15. Any agreement purporting to vary the terms of this agreement or any consensual cancellation, shall not be valid unless reduced to writing and signed by both Debtor and the Creditor.
16. Save as otherwise provided herein the Creditor shall not be liable to the Debtor or any other person for any loss of profit or other special damages or any consequential damages whatever arising out of any breach by the Creditor or any of its obligations in terms of this document or out of any other cause whatsoever. The Debtor hereby indemnifies the Creditor against any claim which may be made against the Creditor by any other person in respect of any matter for which the liability of the Creditor is excluded in terms of the foregoing.

Scott Bader (Pty) Ltd

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