



STAALBEER PTY LTD

STEEL MERCHANTS • STAAL HANDELAARS

Reg. No. 1978/005006/07

POTCHEFSTROOM
C/O ROSS & PROMOSA STREET
POTCHINDUSTRIA
P.O. BOX 1035, POTCHEFSTROOM 2520
TEL: 018 297-5320 / 8 / 9 • FAX : 018 297-7761
E-mail: potch@staalbeer.co.za
V.A.T. No.: 4400107209

VEREENIGING
C/O TROOST & JOUBERT STREET
DUNCANVILLE, VEREENIGING
P.O. BOX 578, VEREENIGING 1930, GAUTENG
TEL: 016 422-3271 • FAX: 016 422-0806
E-mail: vereeniging@staalbeer.co.za
V.A.T. No.: 4400119014

BOTHAVILLE
9th AVENUE, INDUSTRIAL
P.O. BOX 550, BOTHAVILLE 9660
TEL: 056 515-4415 / 6 • FAX: 056 515-4417
E-mail: bothaville@staalbeer.co.za
V.A.T. No.: 4450134863

Rep. Name: _____
Cell No: _____

Rep. Name: _____
Cell No: _____

Rep. Name: _____
Cell No: _____

APPLICATION FOR CREDIT

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE, CESSION OF BOOK DEBTS AND PERSONAL SURETYSHIP ACCEPTANCE.

SECTION A - QUESTIONNAIRE

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with Staalbeer (Pty) Ltd, registration number 1978/005006/07 (hereinafter referred to as "STAALBEER"). In support of this application, the following information is furnished:

1.0	Legal Entity Type (please tick)	Sole Ownership	Partnership	Close Corporation	Private Co. (Pty) Ltd	Public Co. (Ltd)	Trust
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2.0 Registered Name of "THE APPLICANT": _____

2.1 Trading Name: _____

2.2 Company Registration Number (if Registered): _____

2.3 Main Activity: _____

3.0 Postal Address: _____ Code: _____

3.1 Physical Address of "THE APPLICANT" in terms of Section B, clause 4 of the Terms and Conditions of Sale: _____

3.2 Registered Delivery Address: _____

3.3 Income Tax No: _____ 3.4 V.A.T. Number: _____

3.5 Tel No.: () _____ 3.6 Cell No.: _____

3.7 Fax No.: () _____ 3.8 E-mail: _____

3.9 Name, Address, & Contact No. of Landlord: _____

3.10 Person responsible for Account Payment: _____

3.11 Email address of person responsible for Account Payment: _____

3.12 Name and Contact details of Buyer (where applicable): _____

4.0	Date Business Commenced Trading:	D	D	M	M	Y	Y	Y	Y
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5.0 Bankers: _____ 5.1 Branch: _____

5.2 Account Number: _____ 5.3 Branch Code: _____

5.4 Type of Account: _____ 5.5 Date Account Opened: _____

Applicant initial: (1) _____ (2) _____ (3) _____ (4) _____ Witness initial: (1) _____ (2) _____

- 6.0 Holding Company Name: _____ 6.1 Percentage of shareholding: _____
- 6.2 Name of Auditors / Accounting Officer: _____
- 6.3 Auditors Tel. No.: () _____
- 6.4 Practice No. / Registered Body: _____
- 6.5 Date of Last Audited Financial Statements: _____ (please attach hereto)

7. Details of Principals (Sole Owner / Partners / Members / Directors / Trustees)

Full Name	I.D. Number (SA Citizens Only) Passport No. & Date of Birth (Foreign Nationals only)	Home Address	Home Tel. No.	Married (ANC / ICOP)

8. Relevant Trade References: (State at least 4)

Company Name	Contact Person	Credit Terms	Telephone No. (preferably no Cellphones)
			()
			()
			()
			()

9. The following Credit Limit request is for assessment purposes only and does not form part of this contract:

- 9.1 Amount of credit required: R _____ 9.2 Estimated monthly purchases: R _____

10. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

- 10.1 Does the THE APPLICANT'S Asset value or annual turnover exceed R1 million? Yes No
- 10.2 Does the THE APPLICANT'S Asset value or annual turnover exceed R2 million? Yes No

11. In terms of the Companies Act 71, of 2008 please state:

- 11.1 Is THE APPLICANT currently under Business Rescue?: Yes No
- 11.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months? Yes No

SECTION B - Terms and Conditions of Sale, Cession of Book Debts and Personal Suretyship Acceptance

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with STAALBEER and in consideration thereof THE APPLICANT does hereby irrevocably accept the following terms and conditions:

1. CREDIT TERMS.

- 1.1 THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by STAALBEER shall be due and payable unconditionally (a) Cash on Order; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by STAALBEER. Settlement is affected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to STAALBEER free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by STAALBEER is entirely at the discretion of STAALBEER, and may be withdrawn at any time.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from STAALBEER, which will be transmitted via email or received physically upon delivery or collection, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
- 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in PDF file format.
- 1.2.2 Both THE APPLICANT and STAALBEER shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
- 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
2. CHANGE OF ADDRESS. THE APPLICANT undertakes to notify STAALBEER in writing within 7 (seven) days of any change of address.
3. CHANGE OF OWNERSHIP. THE APPLICANT undertakes to notify STAALBEER, in writing, within 14 (fourteen) days of any change in Ownership of THE APPLICANT's business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to STAALBEER.
4. DOMICILIUM. THE APPLICANT and the signatory/ies hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE APPLICANT and the signatory/ies will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory/ies is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. CONSENT TO SHARING INFORMATION.
- 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT and SURETY/IES specifically warrant that STAALBEER has consent to:-
- 5.1.1 Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT's in terms of this agreement.
- 5.1.2 STAALBEER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT's of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.

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- 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to STAALBEER, STAALBEER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
- 5.3 STAALBEER is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by STAALBEER'S staff, representatives and sub-contractors and STAALBEER makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information STAALBEER has collected, processed and shared.
6. PRICING INCREMENTS. Prices quoted by STAALBEER are determined from time to time and are subject to increases, at the discretion of STAALBEER. STAALBEER shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice, before dispatching such goods or rendering services to THE APPLICANT.
7. VALID ORDERS. In the event of any order being given to STAALBEER on an order form reflecting THE APPLICANT's name as the entity which placed the order, the order shall be considered to have been received from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and the order will constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
8. DELIVERY.
- 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on STAALBEER's official Delivery Note / Invoice / Waybill, or the Delivery Note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2 Any delivery date stated on any order confirmation is approximate only. STAALBEER shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 8.3 Whilst STAALBEER will endeavour to ensure that goods are delivered on time, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 8.4 The risk in and to the goods shall pass from STAALBEER to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of STAALBEER's delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by STAALBEER. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
9. REPAIRS AND WARRANTIES.
- 9.1 New goods are guaranteed according to either STAALBEER's specific warranties, or the original Manufacturer's warranties. Where specifically indicated certain goods may be sold to THE APPLICANT on the basis of STAALBEER not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by STAALBEER be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact STAALBEER within 7 days from becoming defective and arrange for the goods to be returned to STAALBEER, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original Delivery Note and Tax Invoice as issued by STAALBEER.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of STAALBEER are not covered in any warranties.
- 9.5 Should STAALBEER find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6 Where goods are returned for repair, THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to STAALBEER may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.
10. COPYRIGHT. THE APPLICANT acknowledges STAALBEER's intellectual property rights in the goods and shall not infringe such intellectual property rights.
11. PAYMENT TO STAALBEER. STAALBEER does not appoint the Post Office as its agents for payments by post. All payments shall be made to STAALBEER's place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to STAALBEER for payment. Should STAALBEER at any time advise THE APPLICANT of any change to STAALBEER's banking account details THE APPLICANT shall confirm such change with a Manager of STAALBEER before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging STAALBEER to afford THE APPLICANT any indulgence to make payment after due date.
12. RESERVATION OF OWNERSHIP. Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in STAALBEER. STAALBEER shall, in its sole discretion, without notice to THE APPLICANT, 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 APPLICANT shall be entitled to a credit in respect of goods so returned being the price at which the goods are sold or the value thereof as determined by STAALBEER. THE APPLICANT hereby waives any right it may have for a spoliation order against STAALBEER in the event that STAALBEER takes possession of any goods.
13. RESPONSIBILITY FOR LOSSES/DAMAGES OR DELAYS.
- 13.1 STAALBEER will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of STAALBEER.
- 13.2 STAALBEER provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.
14. DEFAULTING IN PAYMENT. In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.
15. INTEREST ON OVERDUE ACCOUNTS. STAALBEER shall be entitled to charge THE APPLICANT interest at the rate of 2% (two percent) per month from the moment the debt is overdue, provided however, that nothing contained herein shall be interpreted as obliging STAALBEER to afford THE APPLICANT any such indulgence to make payment after due date.
16. PROOF OF CLAIMS. A certificate signed by a manager or any director of STAALBEER (whose position and signature shall not be necessary to prove) reflecting the amount owing by THE APPLICANT to STAALBEER, in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT's dealings with STAALBEER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and / or due and unpaid.
17. CONSENT TO JURISDICTION. Notwithstanding the amount which may at any time be owing by THE APPLICANT to STAALBEER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by STAALBEER against THE APPLICANT arising out of any transaction between the parties, it being recorded that STAALBEER shall be entitled, but not obliged, to bring any action or proceeding in the said court.
18. RECOVERY OF LEGAL / COLLECTION COSTS. Should STAALBEER instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of STAALBEER's rights, STAALBEER shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.
19. ARBITRATION. THE APPLICANT and STAALBEER consent and agree that any dispute or claim arising between them, whether arising out of this agreement or not, shall, subject to clause 19.4 below, be referred to arbitration before an arbitrator agreed to by the parties within ten (10) days from the date of request therefore, or failing agreement, shall be appointed by the Chairman of the Johannesburg Bar of Advocates. In so far as the arbitration proceedings are concerned, THE APPLICANT and STAALBEER agree as follows:
- 19.1 That the Statement of Claim shall be delivered within 7 working days of the appointment of an arbitrator;
- 19.2 That the Statement of Defence shall be delivered within a further 7 working days;
- 19.3 That the parties shall make discovery of all documents and recordings within a further 7 working days;
- 19.4 That the hearing shall commence within 28 working days of the delivery of the Statement of Claim;
- 19.5 The parties irrevocably agree that the decision of the arbitrator shall be final and binding on them;
- 19.6 Notwithstanding the above, THE APPLICANT agrees that STAALBEER may, in its sole discretion, institute legal proceedings against THE APPLICANT in any court of competent jurisdiction.
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20. CESSION OF BOOK DEBTS.

20.1 THE APPLICANT does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of STAALBEER 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 APPLICANT may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("THE APPLICANT's debtors") without exception as a continuing covering security 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 APPLICANT to STAALBEER from whatsoever cause or obligation howsoever arising which THE APPLICANT may be or become bound to perform in favour of STAALBEER.

20.2 Should it transpire that THE APPLICANT 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 of THE APPLICANT's reversionary rights. Notwithstanding the terms of the foregoing cession, THE APPLICANT shall be entitled to institute action against any of its debtors provided that all sums of money which THE APPLICANT collects from its debtors shall be collected on STAALBEER's behalf and provided further that STAALBEER shall at any time be entitled to terminate THE APPLICANT's right to collect such monies / debts.

20.3 THE APPLICANT agrees tha STAALBEER shall be entitled at any time or times to give notice of this cession to all or any of the THE APPLICANT'S debtors.

20.4 THE APPLICANT further agrees that STAALBEER shall, at any time, be entitled to in respect any of THE APPLICANT'S books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.

21. NON-WAIVER OF RIGHTS. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of STAALBEER shall not in any way operate as or be deemed to be a waiver by STAALBEER of any rights under this contract, or be construed as a novation thereof.

22. SET-OFF. It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between STAALBEER and THE APPLICANT come into existence and independently of the will of the parties and it shall not be necessary for either STAALBEER or THE APPLICANT to specifically raise set-off. Upon the operation of automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.

23. SEVERABILITY OF CLAUSES. Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

24. ENTIRE AGREEMENT. This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

SURETYSHIP

25. SURETYSHIP:

I the undersigned by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of STAALBEER for the due performance of any obligation of THE APPLICANT and for the payment to STAALBEER by THE APPLICANT of any amounts which may now or at any time be or become owing to STAALBEER by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by STAALBEER and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to STAALBEER have been paid in full. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion - the right to require STAALBEER to first proceed against THE APPLICANT for payment of any debt owing to STAALBEER before proceeding against the surety;
- Cession of Action - the right to require STAALBEER to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt - the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE

Thus signed at _____ on this _____ day of _____ 20 ____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

APPLICANT 1

Full Names: _____
ID Number: _____
Designation: _____
Signature: _____

APPLICANT 2

Full Names: _____
ID Number: _____
Designation: _____
Signature: _____

APPLICANT 3

Full names: _____
ID Number: _____
Designation: _____
Signature: _____

APPLICANT 4

Full Names: _____
ID Number: _____
Designation: _____
Signature: _____

WITNESS 1

Full Names: _____
ID Number: _____
Designation: _____
Signature: _____

WITNESS 2

Full Names: _____
ID Number: _____
Designation: _____
Signature: _____