

## 1. Conditions of Sale

- 1.0 I the undersigned (state full name of person signing this document) \_\_\_\_\_ in my capacity as Sole Owner / Director / Member / Partner / Trustee and as surety and co-principal debtor (delete what is not applicable and initial) of the Applicant, duly authorised hereto, do hereby:
- 1.1 Make application on the Applicant's behalf for an open account with TRENTYER (PTY) LIMITED (hereinafter referred to as "the Creditor") for the sale to the Applicant of goods from time to time on credit.
- 1.2 Warrant that all the foregoing information given in this application is correct.
- 1.3 "Acknowledge on the Applicant's behalf, that notwithstanding anything to the contrary which may hereafter appear on any invoice, delivery note, account or other document from the Creditor, that the terms and conditions of sale as set out herein shall apply.:-"
- 2.0 Ownership of all goods sold by the Creditor to the Applicant will remain vested in the Creditor as long as any sum owing by the Applicant to the Creditor remains unpaid:
- 2.1 The Creditor may at any time and without notice of reason cancel any credit facility formerly afforded to the Applicant;
- 2.2 The purchase price of goods sold and delivered (and any other remuneration owing) by the Creditor to the Applicant must be paid within 30 days from the date of the first statement rendered by the Creditor reflecting such price (or remuneration);
- 2.3 Should any price (or remuneration) owing by the applicant to the Creditor not be paid within 30 days from date of statement:
- 2.3.1 Any trade discount granted and reflected on invoices will be reversed and the full retail values will become due and payable.
- 2.3.2 All amounts owing by the Applicant to the Creditor will become immediately due and payable notwithstanding the fact that portions of such amounts might otherwise not yet be due and payable.
- 2.3.3 The Applicant will be liable to the Creditor for the payment of interest on all amounts overdue at the rate of 2% above the Standard Bank of South Africa Limited's prime overdraft rate applicable at the time.
- 2.4 The Applicant will be liable for all costs incurred by the Creditor as between attorney and own client in the recovering or attempting to recover any such amount overdue, whether from the Applicant itself or from a surety, including collection commission which may be validly charged to the Creditor, and the costs of any legal action or proceedings instituted by the Creditor in enforcing or protecting its rights in terms of this Agreement.
- 3.0 Consent on the Applicant's behalf to the jurisdiction of the Magistrate's Court to determine any action or proceeding which the Creditor may wish to institute against the Applicant notwithstanding the fact that the amount or value of the claim might otherwise exceed the jurisdiction of such court, or any other court which has competent jurisdiction on the person or the Applicant.
- 4.0 Chosen domicilium citandi et executandi for the purposes of any action which the Creditor may wish to institute against the Applicant at the address stipulated at the registered address, or if principle place of business as above has not been completed, then principle place of business as above.
- 5.0 Cede to the Creditor, on Applicant's behalf, all the Applicant's book debts as continuing security for the due payment of all amounts owing, or that may in future become owing to the Creditor.
- 6.0 Accept liability on behalf of the Applicant:
- 6.1 For the price of any goods ordered orally by any person purporting to be a representative of the Applicant and received by any person purporting to be acting on the Applicant's behalf.
- 6.2 For the price of any goods reflected on any invoice received by the Applicant or on the first statement of account received by the Applicant debiting such price unless such liability and/or price is dissented from in writing within 7 days from date of receipt of such invoice or statement, whichever has been received earlier.
- 7.0 Agree on the Applicant's behalf that:
- 7.1 All goods delivered by the Creditor to the applicant will be deemed to have been received by the Applicant in good condition unless the Applicant submits a written complaint to the seller within 7 days of delivery of such goods.
- 7.2 All invoices and statements of account posted by the Creditor shall be deemed to have been received by the Applicant 4 days after the date of posting thereof to the address specified in the postal address above.

- 8.0 Bind myself personally to the Creditor as surety and co-principal debtor in solidum with the Applicant for the due and punctual payment to the Creditor of all sums of money which may now be or in the future become owing by the Applicant to the Creditor from whatsoever cause arising and whether or not the credit limit requested above has been exceeded, and I furthermore bind myself to all the terms and conditions of sale contained herein;
- 9.0 Agree that a certificate purporting to be signed by a Manager of the Creditor or a chartered accountant and certifying the amount due to the Creditor by the Applicant and/or by me in my capacity as surety at any time will be:
- 9.1 In the event of such certificate being signed by a Manager, then such certificate will constitute prima facie proof (until the contrary is proved) of such amount due, and in the event of such certificate being signed by a Chartered Accountant, such certificate will constitute conclusive proof of such amount owing.
- 9.2 Valid as a liquid document for the purpose of obtaining a summary judgement.
- 10.0 All goods sold including new tyres are sold strictly in accordance with manufacturer's Conditions of Sale. Where applicable, a copy of the Conditions of Sale will be attached.
- 11.0 The Applicant acknowledges that if the said goods or any part of any accessory thereto should be lost, destroyed or damaged before payment of the full purchase price, the applicant shall not on that account be entitled to rescission of the contract to withhold payment of the purchase price or any part thereof.
- 12.0 THIS AGREEMENT forms an integral part of all prior sales and/or all future sales by the Creditor to the Applicant, and should be read in conjunction with all relative invoices and delivery notes.
- 13.0 Unless expressly agreed to in writing on behalf of the Creditor by a person duly authorised thereto, no qualification or variation or waiver of any of the said terms and conditions which is inconsistent herewith shall be deemed to be of any force or effect, nor shall any relaxation or indulgence accorded by the Creditor to the Applicant prejudice the rights of the Creditor or stop the Creditor from exercising its rights.
- 14.0 That the Creditors invoices and statements shall be deemed to be prima facie proof of delivery and the receipt of goods reflected thereon by the Applicant. In the event of a dispute as to the quantity of goods sold and delivered and/or as to the value or price, the onus or proving that the goods were not delivered and/or as to the value or price, the onus or proving that the goods were not delivered and/or the quantity or price thereof shall be upon the Applicant.
- 15.0 That should the Applicant have any counterclaim regarding tyre casings for value, or right to dispute any amount claimed by the Creditor then such rights form part of a separate action.
- 16.0 Applicant hereby consents to the "Creditor" performing credit searches with registered Credit Bureau(s) on an ongoing basis when assessing the Applicant's application for credit as per the following"
- 16.1 The Credit Grantor may:
- 16.1.1 Perform a credit search on the applicant's record with one or more of the registered Credit Bureau when assessing the applicants application for credit.
- 16.1.2 Monitor the credit applicant's payment behaviour by researching their record at one or more of the Credit Bureaus.
- 16.1.3 Use new information and data obtained from the Credit Bureau in respect of the applicant's future credit applications.
- 16.1.4 Record the existence of the applicant's account with any Credit Bureau.
- 16.1.5 Record and transmit details of how the applicant has performed, and how the account is conducted, and any misconduct, late payments or unpaid cheque information, by the applicant in meeting their obligations on the account.\
- 16.2 Use information obtained from one or more credit bureau to assess future credit applications by the applicant.
- 16.3 The Credit Applicant acknowledges and agrees that any information regarding their credit worthiness, defaults in payment to the credit grantor, and details of how their account with the credit grantor is conducted may be disclosed to any other creditor of the Applicant or to one or more Credit Bureau.