

EP RADIATORS

APPLICATION FOR CREDIT FACILITIES

DATE: _____

The CUSTOMER applies to the SUPPLIER EP RADIATORS for credit facilities to enable the CUSTOMER to purchase goods and services from the SUPPLIER and the CUSTOMER agrees to be bound by the STANDARD TERMS AND CONDITIONS annexed to this application, which terms and conditions shall apply to all purchases of goods and services.

THE WRITTEN AUTHORITY AUTHORIZING THE SIGNATORY TO AGREE TO THE TERMS AND CONDITIONS OF THE APPLICATION IS ANNEXED HERETO.

DETAILS OF THE CUSTOMER

1. TYPE OF BUSINESS (Mark with "X")

SOLE PROPRIETOR PARTNERSHIP (PTY) LTD CC TRUST

2. FULL REGISTERED NAME:

TRADING NAME: _____

REGISTRATION NO: _____

VAT REG NO: _____

3. POSTAL ADDRESS:

4. PHYSICAL ADDRESS:

5. NAMES AND ADDRESS OF OWNERS/PARTNERS/MEMBERS/DIRECTORS/SHAREHOLDERS/TRUSTEES:

	FULL NAMES	HOME ADDRESS	ID NUMBER	TEL NO
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5.1	_____	_____	_____	_____
5.2	_____	_____	_____	_____
5.3	_____	_____	_____	_____
5.4	_____	_____	_____	_____

6. TELEPHONE NUMBER: _____ FAX NUMBER: _____

7. PERSON RESPONSIBLE FOR ACCOUNT PAYMENTS:

NAME: _____
 POSITION HELD: _____
 TELEPHONE NUMBER: _____
 E-MAIL ADDRESS: _____

8. BANK DETAILS:

BANK: _____
 BRANCH: _____
 ACCOUNT NUMBER: _____

9. CREDIT LIMIT

Credit Limit Request: R _____

Estimated Monthly Purchases: R _____

10. TRADE REFERENCES:

	NAME	ADDRESS	TELEPHONE NUMBER
10.1	_____	_____	_____
10.2	_____	_____	_____
10.3	_____	_____	_____
10.4	_____	_____	_____

SIGNED AT _____ ON THIS _____ DAY OF _____
 20_____

WITNESSES:

1. _____

2. _____

 CUSTOMER SIGNATURE

STANDARD TERMS AND CONDITIONS

The CUSTOMER agrees to be bound by the following terms and conditions which will be applicable to the purchase of goods and services from the SUPPLIER.

1. DEFINITIONS

- 1.1 In these terms and conditions, unless the context indicates the contrary:
The Act means the National Credit Act No.34 of 2005, and regulations as amended.

2. APPLICATION AND AGREEMENT

- 2.1 By making application to the SUPPLIER, the CUSTOMER is offering to enter into an agreement. The SUPPLIER has no obligation to accept the CUSTOMER'S offer.
- 2.2 Any application is subject to the SUPPLIER'S approval criteria. The SUPPLIER has the discretion to decline the CUSTOMER'S application at any time, to determine any credit limit and to decrease the credit limit.
- 2.3 The CUSTOMER'S application will be considered on the information provided in the Credit Application. All information must be truthful, accurate and correct.
- 2.4 Should the SUPPLIER elect to grant the CUSTOMER credit facilities to buy goods and/or services from the SUPPLIER, the fact that the SUPPLIER has entered into an agreement with the CUSTOMER does not mean that the SUPPLIER is obliged to enter into any future agreements with the CUSTOMER. The SUPPLIER has the right to refuse to enter into any further agreements with the CUSTOMER. The SUPPLIER has the right to withdraw the credit facility and close the account at any time.
- 2.5 The CUSTOMER may terminate this agreement at any time and should the CUSTOMER wish to do so, notice to cancel the agreement must be given in writing, delivered to the SUPPLIER by hand, fax, e-mail or registered mail. Should the CUSTOMER wish to cancel the agreement, the full outstanding balance due to the SUPPLIER must be settled in full within 30 days after receipt of the notice of cancellation.
- 2.6 The SUPPLIER reserves the right to terminate the agreement if the CUSTOMER fails to comply with the terms and conditions herein.

3. CREDIT LIMIT

- 3.1 The CUSTOMER may not purchase any goods or services, which will cause the credit limit of the account to be exceeded.
- 3.2 Should the CUSTOMER wish to obtain a temporary increase in the credit limit to cover any purchases that may exceed the available credit limit, then the CUSTOMER must inform the SUPPLIER of this fact in order that the SUPPLIER may record that the credit limit has been exceeded and in order that the SUPPLIER may temporarily increase the credit limit. Such increase will be for a limited period only and after repayment of the account the CUSTOMER'S credit limit will be reduced to what it was before the temporary increase was granted.
- 3.3 The SUPPLIER has the right to reduce, change or cancel the credit facility on the account.
- 3.4 Should the CUSTOMER wish to be eligible for an automatic annual credit limit increase, then the CUSTOMER must advise the SUPPLIER in writing. If the CUSTOMER chooses to automatically receive an annual credit limit increase, the SUPPLIER will continue to review the credit limit annually and may grant the CUSTOMER an annual increase in accordance with the Act. The applicable credit limits will be reflected on the monthly statements.
- 3.5 The SUPPLIER or its duly authorized agent has the right to conduct a credit bureau check and an affordability check relating to any increase on the CUSTOMER'S account or credit facility at any stage.

4. PAYMENT TERMS

- 4.1 The SUPPLIER shall issue an invoice to be delivered to the CUSTOMER after the goods have been delivered or services rendered.
- 4.2 Payment of the outstanding balance due to the SUPPLIER is payable without deduction or set-off within 30 (thirty) days of the date of the invoice.
- 4.3 Should the CUSTOMER fail to settle the outstanding amount within the prescribed time, the SUPPLIER shall be entitled to charge interest at the rate of 24% per annum on the overdue amount.
- 4.4 The SUPPLIER will render the CUSTOMER a monthly statement which shall show all the transactions relating to the CUSTOMER'S account, the amounts due, the amounts credited to the account as well as any late payment fees that may have been debited to the account.

- 4.5 It is the CUSTOMER'S responsibility to check the statement. Unless the CUSTOMER notifies the SUPPLIER in writing, within 30 (thirty) days of the date of the statement, that the CUSTOMER denies liability for any debit appearing on the statement, the CUSTOMER will be deemed to be liable therefor.
- 4.6 Non-receipt of the statement does not absolve the CUSTOMER from the obligation to pay any amount due to the SUPPLIER, as the CUSTOMER may obtain information with regard to its account and obligation from the SUPPLIER telephonically. In the event that the CUSTOMER defaults in any of its obligations towards the SUPPLIER, the SUPPLIER may cancel or suspend the delivery of goods.
- 4.7 The SUPPLIER shall have the right to appropriate payments as it is in its discretion deems fit.
- 4.8 In the event that the CUSTOMER fails to pay the balance due to the SUPPLIER on the due date, all amounts owing by the CUSTOMER from whatsoever cause arising shall immediately become due, owing and payable to the SUPPLIER.

5. DISCLOSURE

- 5.1 The CUSTOMER warrants that the information contained in the Credit Application is true and the SUPPLIER may rely on the correctness of such information when assessing the credit facility.

6. LEGAL AND OTHER COSTS

- 6.1 In the event that the CUSTOMER does not pay the amount outstanding to the SUPPLIER within 30 (thirty) days of the date of the invoice, the CUSTOMER shall be liable for all costs relating to debt collection activities including a charge for any correspondence or telephone calls to the CUSTOMER to advise that the account is in arrears.
- 6.2 In the event that the account falls into arrears the default information will be submitted to the credit bureaus and this will affect the CUSTOMER'S ability to obtain further credit.
- 6.3 In the event that the SUPPLIER institutes legal action against the CUSTOMER to recover any monies due to the SUPPLIER, the CUSTOMER shall be held liable for all legal costs, which will include but not be limited to:
- 6.3.1 legal costs on the attorney and one client scale (this includes all expenses incurred by the attorney briefed by the SUPPLIER, including all costs of an advocate as instructed by the attorney and the cost of the professional services rendered by the attorney to the SUPPLIER);
- 6.3.2 collection charges and tracing fees;
- 6.3.3 Value-added-tax (VAT) on fees and charges, which costs will be debited to the CUSTOMER'S account.
- 6.4 Judgment may be taken against the CUSTOMER.

7. CERTIFICATE OF INDEBTEDNESS

A certificate signed by an employee of the SUPPLIER (whose appointment and authority need not be proved) in which the amount of the CUSTOMER'S total indebtedness to SUPPLIER is stated, shall be accepted as sufficient proof of the CUSTOMER'S indebtedness in any legal proceedings and shall be regarded as correct unless the CUSTOMER proves that the amount stated is incorrect.

8. WAIVER

If for any reason or purpose the SUPPLIER does not immediately enforce or implement any of its rights in terms of this agreement same will not constitute an abandonment or waiver of such rights by the SUPPLIER.

9. CUSTOMER CREDIT INFORMATION AND CREDIT BUREAUS

- 9.1 The CUSTOMER hereby consents that the SUPPLIER or its duly authorized agent may make inquiries to confirm any information provided by the CUSTOMER in the Credit Application, or at any time during the course of the contractual relationship between the parties.
- 9.2 The CUSTOMER hereby consents that the SUPPLIER or its duly authorized agent may submit to any credit bureau, or a third party (with whom the CUSTOMER has financial relations at any time), any information about, or as contained, or provided to the SUPPLIER by the CUSTOMER in the Credit Application.
- 9.3 The CUSTOMER hereby consents that the SUPPLIER or its duly authorized agent may seek, verify and receive information from any credit bureau or third party (with whom the CUSTOMER has financial relations at any time) when assessing the Credit Application or credit worthiness of the CUSTOMER, and also at any time during the existence of the contractual relationship between the parties.

- 9.4 The CUSTOMER hereby consents that the SUPPLIER or its duly authorized agent may provide or disclose the existence of the Credit Application and any information, and details relating thereto, to any credit bureau or third party (with whom the CUSTOMER has financial relations at any time) sharing positive and negative information about the CUSTOMER and its account, including non-compliance with the terms and conditions of the Credit Application.
- 9.5 The CUSTOMER acknowledges and understands that a credit bureau will provide the SUPPLIER or its duly authorized agent with credit profile information, and a possible credit score reflecting the credit worthiness of the CUSTOMER.
- 9.6 The CUSTOMER confirms that all the information provided to the SUPPLIER is true, complete and correct and the CUSTOMER waives any rights and claims against the SUPPLIER relating to the provision of the information by the CUSTOMER to the SUPPLIER in terms of the Credit Application.

10. CONFIDENTIAL INFORMATION

10.1 In this agreement confidential information means:

- 10.1.1 information that the CUSTOMER gives to the SUPPLIER, which the SUPPLIER may record;
- 10.1.2 information the SUPPLIER receives from enquiries made including information that the SUPPLIER may receive from searches conducted about the CUSTOMER with any credit bureau;
- 10.1.3 information about the accounts which the CUSTOMER holds with the SUPPLIER; and
- 10.1.4 information that the SUPPLIER receives from anyone who is allowed to give out information about the CUSTOMER in relation to the application, or account.

10.2 The SUPPLIER shall only keep the confidential information on record for as long as it is required or allowed by law.

10.3 The CUSTOMER agrees and consents that the SUPPLIER may process, record or disclose the confidential information, including details of the transactions between the parties in its duly authorized agent, credit bureau, credit references, and fraud prevention agencies for the purpose of managing the CUSTOMER'S account and making decisions about credit, including whether to make credit available or to continue or to extend an existing credit limit in terms of the Act.

10.4 The CUSTOMER agrees and consents that the SUPPLIER may disclose the confidential information to:

- 10.4.1 any person in the employ of the SUPPLIER;
- 10.4.2 any guarantor of the CUSTOMER'S obligations under this agreement;
- 10.4.3 any person to whom the SUPPLIER transfers any of its rights or obligations under this agreement;
- 10.4.4 any third party debt collecting agency or attorney appointed to collect any monies that the CUSTOMER owes to the SUPPLIER; and
- 10.4.5 anyone the CUSTOMER authorizes the SUPPLIER to give confidential information to.

10.5 The SUPPLIER may, transfer, license or otherwise authorize the use of the confidential information to the extent that such actions are lawful.

11. PURCHASES OF GOODS AND SERVICES BY THE CUSTOMER

A minimum opening order as specified by the CUSTOMER is to be placed, after which the amount, extent and nature of a credit limit shall be granted at the discretion of the SUPPLIER, by taking into consideration all the information supplied by the CUSTOMER as well as all other information obtained in terms of the provisions of this agreement.

12. DELIVERY

12.1 The SUPPLIER will attempt to meet the CUSTOMER'S delivery time but a failure to do so will not give the CUSTOMER any claim against the SUPPLIER.

12.2 Delivery Notes signed by the CUSTOMER or the CUSTOMER'S employee shall be proof of delivery of all goods in good condition.

12.3 CUSTOMER'S claims for incorrect delivery must comply with the following:-

- 12.3.1 The Delivery Note is unendorsed with the details;
- 12.3.2 Written notice is given to the SUPPLIER within 48 (Forty Eight) hours of delivery.

All Claims must be made within 90 days of receipt of goods. No merchandise may be returned without prior written authorization.

13. PRICE

The price of goods shall be the list price of the SUPPLIER, or alternatively, the quoted price.

14. OWNERSHIP

14.1 Ownership of all goods delivered or supplied by the SUPPLIER will remain vested in the SUPPLIER until the purchase price has been paid in full.

14.2 The risk shall pass to the CUSTOMER when the goods are collected from the SUPPLIER'S premises and if delivery is to be made by the SUPPLIER, then on delivery to the CUSTOMER.

15. WARRANTIES

15.1 Any warranty claims made by the CUSTOMER in respect of goods and services rendered by the SUPPLIER, are subject to the following terms and conditions:

15.1.1 Where a CUSTOMER'S own unit is repaired, only the parts replaced will fall under the warranty.

15.1.2 No warranty is provided in respect of any used or second-hand part fitted at the CUSTOMER'S request.

15.1.3 The warranty is of no force and effect where parts are damaged or subjected to abnormal wear and tear.

15.1.4 In the event of the unit failing, only the unit itself is covered by the warranty. The CUSTOMER must contact the SUPPLIER immediately with regard to repair instructions. The SUPPLIER shall be the sole judge of what constitutes a valid claim under the warranty.

15.1.6 The unit must be returned to the SUPPLIER'S premises free of any costs to the SUPPLIER in the event of a claim being made under the warranty.

15.1.7 It is the CUSTOMER'S responsibility to report any oil leaks immediately.

15.1.8 It is the CUSTOMER'S responsibility to report any noise or irregularity of operation of the unit. If the unit is driven despite such noise or irregularity of operation and damaged as a consequence, the warranty shall be of no force and effect.

15.1.9 The warranty commences as from the initial date of repair. A new warranty is not issued in respect of repair work done following upon a claim under the warranty.

15.1.10 This warranty is not transferrable.

15.1.11 This warranty shall only be enforceable once the cost of the repair in respect of which the warranty was issued has been paid in full.

15.1.12 This warranty does not cover the costs of towing, vehicle hire, removing and fitting the unit, down time or accommodation expenses incurred.

15.1.13 No liability will be accepted by the SUPPLIER for any damage of any nature whatsoever as a result of the unit having been insufficiently fitted with oil or badly fitted.

15.2 Except where expressly stated by the SUPPLIER in writing the undertaking in the preceding clauses 15.1.1 to 15.1.13 replaces all other and the SUPPLIER will not be liable for any other loss or damage of the CUSTOMER including special damage, indirect or consequential loss, or loss of profit.

16. ORDERS

16.1 The SUPPLIER has no liability for verifying or checking the correctness of the order given by or on behalf of the CUSTOMER.

16.2 Where the SUPPLIER is unable to execute any order otherwise than due to the negligence of the SUPPLIER, the SUPPLIER shall be entitled without penalty to terminate, suspend or partially perform the order.

17. RETURNS FOR CREDIT

17.1 All returns for credit will be treated a handling charge at the discretion of the SUPPLIER.

18. GENERAL

18.1 The law of the Republic of South Africa shall apply in this contract between the SUPPLIER and the CUSTOMER.

18.2 The SUPPLIER may sell, assign or transfer any of its rights or obligations under this agreement or arrange for any other person to carry out any of its rights or obligations under this agreement without the CUSTOMER'S consent and without any notice to the CUSTOMER.

18.3 The CUSTOMER consents in terms of Section 43 of Act No. 33 of 1944 (the Magistrate's Court

And to the jurisdiction of the Magistrate's Court of the district entitled to hear the action in terms of Section 26 of the Act. This consent does not exclude the jurisdiction of any other competent Court.

184 No alteration to these terms shall be binding on the SUPPLIER unless agreed to in writing by the SUPPLIER.

185 The CUSTOMER appoints the physical address stated in paragraph 6 of the Credit Application Form, as the address for the service of process or the giving of notices (i.e. the domicile stated or assumed).

The CUSTOMER acknowledges that it has read the Terms and Conditions above and it agrees to be bound thereon.

SIGNED AT _____ ON THIS ____ DAY OF _____

WITNESSES:

1. _____

2. _____

CUSTOMER'S SIGNATURE

SURETYSHIP

SURETY'S FULL NAMES: _____
 ID NUMBER: _____
 RESIDENTIAL ADDRESS: _____
 BUSINESS ADDRESS: _____

(the "SURETY")

CUSTOMER: _____

(the "CUSTOMER")

THE SUPPLIER: **EP RADIATORS**
 (the "SUPPLIER")

The SURETY is hereby bound in surety and co-principal debtor to the SUPPLIER, for all and any present or future obligations of the CUSTOMER to the SUPPLIER, on the following terms:-

1. This suretyship is not dependent on any other suretyship being given or remaining in force.
2. The SURETY'S liability shall not be altered or reduced by virtue of any arrangements that may be made between the CUSTOMER and the SUPPLIER or by the insolvency or liquidation of the CUSTOMER.
3. The suretyship shall remain in force until the SURETY is released in writing by the SUPPLIER.
4. The SURETY accepts that the extent and terms of the credit given to the CUSTOMER are in the discretion of the SUPPLIER and are within the SUPPLIER'S contractual powers.
5. No alteration to this suretyship or prior representation shall be binding on the SUPPLIER unless agreed to in writing by the SUPPLIER.
6. The SURETY consents in terms of Section 40 of Act No. 32 of 1944 (the Magistrate's Court Act) in the jurisdiction of the Magistrate's Court of the district entitled to hear the action in terms of Section 28 of the Act. This consent does not exclude the jurisdiction of any other competent Court.
7. The SUPPLIER may recover in any action against the SURETY costs (and between Attorney and Own client, collection commission and tracing agent's fees).
8. The SUPPLIER shall not be required to firstly sue the CUSTOMER or any other debtor and shall be entitled to recover in full from the SURETY. The SURETY abandons all legal benefits and exceptions which may be available to the SURETY in law.
9. The residential address of the SURETY is appointed by the SURETY as the address where Court process and notice may be served or given (i.e. domicile of choice) if necessary.
10. The SURETY warrants that the information given in the suretyship document is true and correct.
11. The SURETY hereby consents that the SUPPLIER or its duly authorized agent may make enquiries to confirm any information provided by the SURETY at any time during the course of the contractual relationship between the parties.
12. The SURETY hereby consents that the SUPPLIER or its duly authorized agent may submit to any credit bureau, or a third party (with whom the SURETY has financial relations at any time), any information about the SURETY, or in combined form, or provided to the SUPPLIER by the SURETY.
13. The SURETY hereby consents that the SUPPLIER or its duly authorized agent may seek, verify and receive information from any credit bureau or third party (with whom the SURETY has financial relations at any time) when assessing the credit worthiness of the SURETY, and also at any time during the existence of the contractual relationship between the CUSTOMER and the SUPPLIER.
14. The SURETY hereby consents that the SUPPLIER or its duly authorized agent may provide or disclose any of the information, and details relating thereto, to any credit bureau or third party (with whom the SURETY has financial relations at any time) sharing positive and negative information about the SURETY, including non-compliance with the terms and conditions of the Suretyship.
15. The SURETY acknowledges and understands that a credit bureau will provide the SUPPLIER or its duly authorized agent with credit profile information, and a possible credit score reflecting the credit worthiness of the SURETY.
16. The SURETY waives any rights and claims which the SURETY may have against the SUPPLIER relating to the provision of the information by the SURETY to the SUPPLIER.
17. In this suretyship confidential information means:
 - 17.1 information that the SURETY gives to the SUPPLIER, which the SUPPLIER may reuse;
 - 17.2 information the SUPPLIER receives from enquiries made including information that the SUPPLIER may receive from searches conducted about the SURETY with any credit bureau;
 - 17.3 information that the SUPPLIER receives from anyone who is allowed to give out information about the SURETY.

18. The SUPPLIER shall only keep the confidential information on record for as long as it is required or allowed by law.
19. The SURETY agrees and consents that the SUPPLIER may process, record or disclose the confidential information, including details of the transactions between the parties, to its duly authorized agent, credit bureau, credit references, and bond provision agencies.
20. The SURETY agrees and consents that the SUPPLIER may disclose the confidential information to:
- 20.1 any person in the employ of the SUPPLIER;
 - 20.2 any person to whom the SUPPLIER transfers any of its rights or obligations under this agreement;
 - 20.3 any third party debt collecting agency or attorney appointed to collect any monies that the SURETY owes to the SUPPLIER; and
 - 20.4 anyone the SURETY authorizes the SUPPLIER to give confidential information to.
21. The SUPPLIER may, transfer, license or otherwise authorize the use of the confidential information to the extent that such actions are lawful.
22. The SURETY undertakes to advise the SUPPLIER of any change in respect of the information provided by the SURETY herein.

SIGNED AT _____ ON THIS ____ DAY OF _____

WITNESSES:

- 1. _____
- 2. _____

SURETY