

**FACILITY GRANTED FOR THE PURCHASE OF GOODS AND/OR SERVICES
RENDERED**

Note : This is not a credit facility as defined in the National Credit Act, 2005 ("the Act")

This is a running-account agreement (incidental credit agreement) made between:

Between: **VAN WETTENS BREAKDOWN SERVICE (PTY) LTD**
Registration Number 1999/026511/07
(the "Creditor" Seller)

Address: 7 Cruse Circle, Vintonia, Nelspruit, 1200

e-mail; debtors@vanwettens.co.za

-and-

NAME OF APPLICANT:- _____

Herein represented by _____

Who warrants that he / she is duly authorised to complete and sign this Agreement (the PURCHASER)
(the "debtor"/"customer")

Trading Name: _____

Type of entity; (mark appropriate box)

Public/Private Company	Close Corporation	Partnership	Sole Prop	Trust
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Physical Address: _____

Postal Address; _____

Telephone No. _____ Fax; no _____

Cell No.: _____

VAT No.: _____

Registration number; _____

Bankers; _____

Branch: _____

Account No.: _____

Contact Person for account matters: _____

Premises owned
or rented: _____
(full particulars)

the account holder (hereinafter "the Debtor") identified above. (If we, at your request, permit the use by an Additional account holder of your account, you will be solely liable for the use of your account by any such Additional facility holder).

Details of Directors / Members / Trustees / Partners / Owners

FULL NAMES	PHYSICAL RESIDENTIAL ADDRESS	PO BOX	MARITAL STATUS (if female, state full names and address of Husband AND if married in community of property, husband's signature is required)	TEL No. CELL No. FAX No.	IDENTITY NUMBER

Have Directors / Members / Trustees / Partners / Owners signed surety of any kind? If so, kindly provide detail-
 Have any one of them been declared insolvent? If so , kindly provide details:-

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

Is THE APPLICANT currently under Business Rescue?

Does THE APPLICANT intend to apply for Business Rescue with the next three months?

IN TERMS OF SECTION 4(1)(a)(i) OF THE NATIONAL CREDIT ACT AND SECTION 5(2)(b) OF THE CONSUMER PROTECTION ACT, PLEASE TICK WHERE APPLICABLE:

ANNUAL TURNOVER / ASSET VALUE UNDER ZAR 1 MILLION		ANNUAL TURNOVER / ASSET VALUE EQUAL TO OR EXCEEDS ZAR1 MILLION	
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ANNUAL TURNOVER / ASSET VALUE UNDER ZAR 2 MILLION		ANNUAL TURNOVER / ASSET VALUE EQUAL TO OR EXCEEDS ZAR 2 MILLION	
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(CREDIT TERMS ARE STRICTLY 30 DAYS FROM DATE OF STATEMENT)

Three current trade references:-

NAME	ADDRESS	TELEPHONE NUMBER

FINANCIAL DETAILS

1. Your **Purchase Limit** on your running account is R_____.
2. The minimum monthly repayment is the outstanding balance shown on your monthly Statement, which must be paid within 30 (thirty) days of the date of your Statement.
3. The **Interest Rate** which applies only to amounts which are in arrear, is fixed and is charged at the maximum rate which is allowed in terms of the Act, and such interest is calculated on the daily balance and compounded monthly in arrears.
4. Payment of the full amount reflected on each statement is payable as follows: the first payment, 30 (thirty) days after date of the first monthly statement and then 30 (thirty) days after each and every subsequent monthly statement whilst you owe us anything under this agreement, but always subject to our rights set forth in Conditions 1.2 and 1.3 of Schedule A, hereto. Monthly statements will be delivered to you by email.

SCHEDULE A: CONDITIONS

1. PAYMENT, INTEREST AND DEMAND FOR IMMEDIATE REPAYMENT

- 1.1 The CREDITOR shall open an account in the customer's name and debit it with the amount of each purchase made by the customer and/or services rendered. The CREDITOR shall debit the customer's account at the end of each month with interest on the debit balance outstanding for longer as 30 (thirty) days after date of the monthly statement, such interest to accrue daily at the maximum interest rate allowed by the Act compounded monthly in arrear, and accruing after as well as before any judgment. For so long as the customer owes the CREDITOR any money under this agreement the customer will make a payment in the full amount shown on the customer's monthly

statement and within 30 (thirty) days of date of such monthly statement, failing which the customer will become liable for the payment of interest as set forth above.

- 1.2 Although the customer's account is granted for an indefinite period, the CREDITOR may:
 - 1.2.1 suspend the customer's account at any time the customer is in default under this agreement; or
 - 1.2.2 at the CREDITOR'S sole discretion, the CREDITOR may close the account at any time the customer is in default under this agreement by giving written notice to the customer at least 10 (ten) business days before the account will be closed.
- 1.3 If the customer fails to make a periodic payment by its due date and provided the CREDITOR has complied with the required procedures prescribed by the Act (if any) then the CREDITOR shall be entitled, to demand immediate payment of the unpaid balance on the account together with all other sums then still owing but unpaid.
- 1.4 The customer shall not be entitled to defer payment of any monies payable to the CREDITOR on the grounds that the customer alleges that the customer has a claim against the CREDITOR or that there is a dispute between them.

2. ALLOCATION OF PAYMENTS

Any payment received by the CREDITOR under this agreement will be appropriated first to any due or unpaid interest charges. Secondly it shall be appropriated to satisfy any due or unpaid fees or charges and thirdly, to reduce the amount of the principal debt. To the extent that accrued interest is not discharged by the application of the payment it shall be compounded (capitalized) with monthly interest at the end of each month. To the extent that the amount, of the principal debt and all accrued interest, has not been discharged by payments made by the customer, the CREDITOR shall continue to debit interest to the customer's account and the customer will continue to make payments until the customer's indebtedness is discharged.

3. QUOTATIONS

Quotations are subject to amendment or withdrawal if not accepted in writing within days of the date thereon and are further subject to:

- 3.1 work being carried out by the method and route decided by the CREDITOR, without interruption, hindrance or postponement.
- 3.2 all part loads being conveyed and delivered at the CREDITOR'S convenience
- 3.3 any increase in the scale of wages or salaries, licenses, taxes, railway, air and/or shipping rates over which the CREDITOR has no control, come into force after the date of the quotation being for the account of the customer.
- 3.4 any postponement or cancellation by the customer entitling the CREDITOR to make a charge to cover the expenses and/or loss to the CREDITOR arising therefrom.

4. TERMINATION

The customer may close their account at any time with or without advance notice to the CREDITOR by paying the CREDITOR the total of the debit balance on the account (principal debt) and interest accrued but unpaid, and all other fees and charges owing by the customer to the CREDITOR up to the settlement date.

5. DATA AND INFORMATION PROTECTION

5.1 Before entering into this agreement the CREDITOR may search the customer’s records at credit reference agencies. They would add to their record about the customer details of the CREDITOR search which will be seen by other organizations making searches. Details about the customer and the customer’s payment record under this agreement will be used to help make credit, credit related and insurance related decisions about the customer and members of the customer’s household and occasionally for fraud prevention or to trace debtors. The customer’s attention is also drawn to the fact that credit reference agencies provide credit profiles and possibly also a credit score on the creditworthiness of persons subject to their records, information held about the customer by credit reference agencies maybe linked to records relating to, any person with whom the customer is linked financially and other members of the customer’s household. The CREDITOR may give information about the customer and about this application, the opening and closing of this facility and the customer’s payment record under this agreement (including non-compliance with the terms and conditions of this agreement) to credit reference agencies, debt collecting agents and any proposed assignee or transferee of this agreement or of the CREDITOR’S interest in this agreement, the insurers or advisers. the CREDITOR may use a credit scoring or other automated decision making system. The CREDITOR may monitor and record telephone calls for the purpose of security and training.

5.2 the customer’s attention is further drawn to the customer’s specific right to;

5.2.1 contact the Credit Reference Agency concerned; have the customer’s credit disclosed to the customer by them; and

5.2.2 correct any inaccurate information.

The customer has a legal right to the details kept by a Credit Reference Agency and the customer is entitled to receive a copy from such agency of the information held of the customer against the payment of a fee. The particulars of the Credit Reference Agency to which the CREDITOR will transfer information is as follows:

- 1 name of Credit Reference Agency: _____
- physical address: _____
- postal address; _____
- telephone number; _____
- fax number; _____

6. SECURITY, LIABILITY AND INSURANCE

6.1 Before the CREDITOR enters into this agreement with the customer, the CREDITOR may require the customers obligations under it to be guaranteed by a third party acceptable to the CREDITOR, in which event the CREDITOR shall invite the customer to suggest someone suitable. The CREDITOR may in addition or in the alternative require security from the customer personally to cover this facility. Such additional or alternative security could be in the form of a cession of book debts and/or a covering mortgage bond over immovable property and/or a general/special covering Notarial bond over movable

property and/or an authorization to make a charge or a series of charges against an asset, account or amount deposited by or for the customer's benefit and held by the CREDITOR or by a third party.

- 6.2 if the CREDITOR is unable to carry out the work on the date or at the time stipulated, it will do so within a reasonable period thereafter. While the CREDITOR will take all reasonable steps to carry out the work on the date and at the time stipulated, the CREDITOR shall not be liable for any loss or expense caused by any circumstances beyond the CREDITOR'S control or for consequential loss from any cause whatsoever. Should the CREDITOR'S vehicle be forced to deviate from their normal route due to damaged roads, bridges, pontoons, ferries and/or from any cause beyond the CREDITOR'S control, such deviations shall entitle the CREDITOR to make an additional charge to cover the expense arising from the extra mileage and time involved.
- 6.3 It is incumbent upon the customer to effect its own insurance in respect of any loss of damaged vehicles or to the goods to which the agreement relates. Customers should give notice to their insurance office when goods are being removed and arrange with the insurance company to hold the goods covered whilst the goods are in transit. The CREDITOR will endeavor to effect such insurance on behalf of the customer provided it receives written instructions from the customer to do so and provided the premium is paid or agreed to be paid by the customer prior to the removal of the goods.
- 6.4 The customer shall not submit for transportation any dangerous, damaging, corrosive or explosive article or substance. The CREDITOR shall be entitled to recover from the customer any loss or damage which it may suffer through the presence of any such article or substance amongst the customer's goods. If any such article or substance is discovered the CREDITOR may, at its discretion, remove, destroy, or otherwise dispose of same and shall not be responsible or accountable to the customer for the value thereof.
- 6.5 All work of any kind done, property transported and/or handled is entirely at the risk of the customer. The CREDITOR shall not be liable for any loss or damages whatsoever (including consequential loss or damage due to delay in delivery or otherwise), which may be suffered by the customer in respect of goods transported by the CREDITOR on the customer's behalf arising out of any cause whatsoever.
- 6.6 In addition to and without restricting the operation of provisions of this agreement in anyway, the CREDITOR, its servant and/or agents shall not in any circumstances be liable for damage to mechanical, electrical or other plant of any description, or for the renovation or replacement of any article which is inherently defective or in such a condition that it cannot be removed without the risk of damage.
- 6.7 The liability (if any) of the CREDITOR for damage to premises and/or their contents, private roads, drains, cover, walls, fences, bridges, culverts, is limited to R10.00 (TEN RAND) for any one transport load. Any claim in regard to damage aforementioned must be made in writing within three days of the alleged damage, failing which there shall be no claim against the CREDITOR.
- 6.8 Unless specifically agreed in writing to the contrary, the customer shall deliver the goods onto the CREDITOR'S vehicle and the customer's consignee shall take delivery of the goods from the CREDITOR'S vehicle. The CREDITOR will not be responsible for any loss or damage arising from the loading or unloading of the vehicle or from the overloading or unsafe loading of the vehicle. Loading and unloading shall be performed by the customer or the customer's consignee or their respective agents.

- 6.9 All transportation of goods is expressly subject to the granting to the CREDITOR of the necessary permit or sanction, where required by any competent authority. In the event of a refusal by the competent authority, the CREDITOR shall not be responsible to the customer or any other person whatsoever for any loss however sustained. All tenders and contracts are deemed to be subject to all existing laws, ordinances, by-laws and regulations.
- 6.10 The customer indemnifies the CREDITOR against all claims and demands made by any third party against the CREDITOR and against all liability incurred by the CREDITOR to any third party in respect of any loss, damage or injury caused, to any third party arising out of the transportation of goods.
- 6.11 Goods left upon the CREDITOR'S vehicle at the request of the customer or the consignee are held at the customer's sole risk.

7. DOMICILIUM

The parties choose *domicilium citandi et executandi* (place to receive notices and service of legal process) for all purposes in terms of this agreement the addresses reflected hereinbefore on the face of this agreement.

8. JURISDICTION

The Customer agrees that any legal action or proceedings that may arise out of this Agreement, may be instituted against me/us out of the Magistrate's Court having jurisdiction over the Customer, notwithstanding that the subject matter of such action or proceedings may be beyond the ordinary jurisdiction of such Court, and this clause constitutes the consent in writing in terms of Section 45(1) of the Magistrate's Court Act Nr 32 of 1944, as amended, or any statutory amendment thereof or substitute therefore.

9. NEW ACCOUNT

- 9.1 Should the customer at any stage change the form of the customer's legal entity or the ownership of the entity to which the account is granted, the customer undertakes to notify the CREDITOR in writing by registered post within 7 (seven) days as from the date when such change takes effect.
- 9.2 In the event of the form of the customer's legal entity having changed or the ownership of the entity to which the account has been granted, the CREDITOR shall be entitled to close the customer's account by giving written notice to the customer at least 10 (ten) business days before the account will be closed.
- 9.3 The customer further indemnifies the CREDITOR against loss or damage which may result from such change or from any failure on the customer's part to notify the CREDITOR of such change.

10. CERTIFICATE

A certificate by one of the CREDITOR'S Managers or authorised employee showing the amount due and owing by the customer to the CREDITOR at any given time shall be provisional proof of the facts therein stated for the purpose of all legal proceedings against the customer for recovery of the said amount and as evidence of the prevailing rate of interest chargeable on overdue amounts

11. LEGAL COSTS

In the event of the CREDITOR engaging the services of an attorney to collect from the customer any amount which has fallen due by the customer to the CREDITOR, then in addition to any other legal charges for which the customer may become legally liable, the customer shall pay collection commission as well as default administration charges as set forth in Section 101 of the Act and attorney and own client fees at the tariff rate that the CREDITOR'S attorney charges the CREDITOR.

12. OBLIGATION TO DISCLOSE LOCATION OF GOODS

12.1 Until termination of this agreement the customer must inform the CREDITOR of any changes concerning:

12.1.1 The customer's residential and/or business address;

12.1.2 the address of the premises in which any goods that are subject to this agreement is ordinarily kept; and

12.1.3 the name and address of any other person to whom possession of the goods have been transferred.

12.2 We reserve the title to ownership of all good and materials sold to you in terms of this facility until such time as the full amount owing in respect of such goods or materials has been paid to us.

13. INTERPRETATION

13.1 In the interpretation of this agreement words and expressions shall be given their ordinary meanings.

13.2 When a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by –

13.2.1 excluding the day on which the first such event occurs;

13.2.2 including the day on or by which the second event is to occur; and

13.2.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs 12.2.1 and 12.2.2 respectively.

13.3 the customer shall mean the owner of the goods and/or any servant and/or agent and/or CREDITOR acting for the owner of the goods.

13.4 the CREDITOR shall mean VAN WETTENS BREAKDOWN SERVICE (PTY) LTD and/or any of its subsidiaries and/or associated companies and/or any other person or body who is duly authorized to act for VAN WETTENS BREAKDOWN SERVICE (PTY) LTD.

13.5 The consignee shall mean the person to whom the goods are to be delivered and/or any servant and/or agent and/or contractor acting for the person to whom the goods are to be delivered.

14. GENERAL

14.1 You must check all goods before removal or at the time of delivery. No claims may be made unless made at time of acceptance or delivery.

14.2 Goods may only be returned for credit or for exchange where accompanied by the original invoice and we have agreed thereto in writing. Returned goods shall be subject to a handling fee of 10% of the invoiced amount.

- 14.3 All goods, materials and/or products are sold "voetstoots" without any warranty of any kind whatsoever (except those which are not capable of being waived in terms of the Act), either expressed, tacit or implied against defects patent or latent or otherwise.
- 14.4 All payments must be made free of any bank or other charges.
- 14.5 No agent or employee of the CREDITOR has any authority to alter, vary or qualify in any way these terms and conditions, nor enter into any contract on the CREDITOR'S behalf, nor sign any receipts of documents that have not previously been submitted to and approved in writing by the CREDITOR.
- 14.6 The clauses to this agreement are severable and should any specific clause be found to be unenforceable for whatsoever reason same shall be severed from the agreement without affecting the validity of the remainder of the agreement
- 14.7 The customer acknowledges that he/she/it is obliged to notify the Seller in writing in the event of any change in his/her/its financial situation
- 14.8 The customer acknowledges that the seller may at any stage and in its sole discretion, increase the credit limit allowed in terms of this agreement in accordance with its business principles and the customer undertakes to notify the Seller to atomically re-asses and increase the credit limited
- 14.9 The customer undertakes to immediately furnish the Seller with whatsoever documentation may be requested in assessing the credit limit when requested to do so
- 14.10 The customer shall ensure that adequate facilities are available at the departure and delivery points to the CREDITOR to enable it to carry out its obligation to the customer.
- 14.11 Tender for abnormal indivisible loads are made subject to the following special conditions:
- (a) Permission is obtained from the Provincial Administration and the local authorities concerned. The customer shall give the CREDITOR sufficient notice to enable the CREDITOR to obtain the abnormal permit or exemption.
 - (b) The Road and Bridges authorities approve a suitable and direct route and do not subsequently vary such route.
 - (c) Access to the loading and off-loading site shall be prepared prior to the arrival of the loads, to enable safe passage to loading and off-loading points.
- 14.12 these conditions shall apply to any further or additional work carried out by the CREDITOR for the customer.
- 14.13 the CREDITOR is hereby authorized to sub-contract in respect of any service to be performed by it hereunder as the customer's agent and without consulting the customer and is also authorized, in its discretion, to pay any charge payable to any such sub-contractor for such service and all such payments shall be repaid to the CREDITOR by the customer on demand. Tenders based on dimensions and weights furnished by the customer shall be subject to alteration in the event of actual dimensions and weights proving in excess of those stated. Where necessary the CREDITOR shall be entitled, in its sole and absolute discretion, to delay the collection of the load until abnormal permits have been obtained or amended accordingly.
- 14.14 notwithstanding the provisions of clause 5.8, the CREDITOR shall be entitled to give assistance in loading or unloading the goods onto or from the vehicle where such assistance is customary and practicable, but assistance so given shall be without any liability on the CREDITOR'S part and shall be at the sole risk of the customer who shall indemnify the CREDITOR accordingly.

DEED OF SURETYSHIP

I/we the signatories as reflected on this deed of suretyship do hereby bind myself/ourselves jointly and severally as sureties and co-principal debtor(s) in solidum unto and in favour of the Seller in respect to all terms and conditions set forth in the incidental credit agreement for all amounts which are now or might in future become payable by the principal debtor to the seller or its cessionary in the event of a cession in terms of this agreement arising out of or incidental to this agreement. No act of indulgence, relaxation or extension granted by the Seller (including any act or accepting payment after due date or in accepting a lesser sum to the amount due) shall prejudice or affect the Seller's rights in terms hereof, and if any action by the seller results in novation of any debt or liability arising out of or from this document then I/we undertake and agree to be similarly bound as surety(ies) and co-principal debtor(s) in favour to the Seller of such novated debt or liability. This surety is unlimited. This suretyship shall remain in force as continuing covering security until such time as all the obligation of the customer to the seller in terms of this agreement have been properly fulfilled.

The surety(ies) hereby also consent(s) to the jurisdiction of the Magistrates Court in terms of:

- a) Section 45 of the Magistrates Court Act having jurisdiction; or
- b) In terms of as referred to in Clause 7 of the terms and conditions of "contract".

Have you read, understood and accept the terms and conditions of this agreement and the contents of the suretyship? YES _____ (signature)

I confirm that I am married in/out of community or property. Should I be married in community of property my spouse is to co-sign this Agreement.

Undersigned accepts the Standard Conditions of Agreement and Deed of Suretyship.

The physical address appearing hereunder are my/our chosen domicilium citandi et executandi.

FULL NAME OF SURETY(IES)	SIGNATURE OF SURETY(IES)	DATE	PHYSICAL ADDRESS OF SURETY(IES)

As Witnesses:

Full Name	Signature	Date	Physical Address
1.			
2.			

The undermentioned certifies that **all** information is correct and confirms and that the terms and conditions of the agreement and the deed of suretyship have been read and understood and furthermore warrants that all information supplied is correct.

Thus dated and signed at _____ on this the ____ of _____ 20

Signature of customer; _____

If married in community of property; Signature of spouse; _____

Full printed name of customer/ authorized person: _____

Full name of the Creditor's representative: _____

This document will become an agreement between all the parties by the Creditor's acceptance's signature hereunder

Thus, dated and signed at _____ on this: day of _____ 20

The Creditor's authorised person signatory; _____