

THE PEKAY GROUP (PTY) LTD

REG. NO. 1959/000823/07

incorporating



24 FULTON STREET, INDUSTRIA WEST, JOHANNESBURG

P.O. BOX 43116, INDUSTRIA, 2042

TEL: 011-3091500 FAX: 011-4748170 e-mail: infojhb@pekaygroup.co.za Web: www.pekaygroup.com

CREDIT APPLICATION AND LETTER OF AUTHORITY

DETAILS OF APPLICATION

NAME OF COMPANY _____

POSTAL ADDRESS _____ CODE _____

PHYSICAL ADDRESS _____ CODE _____

E-MAIL ADDRESS _____ TEL _____ FAX _____

BANKERS NAME _____ ACCOUNT NUMBER _____

BANK BRANCH _____ BRANCH CODE _____

VAT NUMBER _____ COMPANY REGISTRATION No _____

NAME OF PERSON WHO PLACES ORDERS _____

ESTIMATED VALUE OF MONTHLY PURCHASES _____

ACCOUNT QUERIES TO BE DIRECTED TO _____

CELL PHONE NUMBER FOR PRICE CHANGES AND OTHER SMS NOTICES _____

ARE YOU A PUBLIC COMPANY PRIVATE COMPANY CLOSE CORPORATION PARTNERSHIP SOLE TRADER

NAME, RESIDENTIAL ADDRESS, HOME TELEPHONE, ID NUMBERS OF DIRECTORS / MEMBERS / PARTNERS / SOLE TRADER

NAME RESIDENTIAL ADDRESS ID NUMBER TELEPHONE No

**PLEASE ATTACH A COMPANY LETTERHEAD, A CANCELLED CHEQUE, COPY OF COMPANY / CLOSE CORPORATION REGISTRATION CERTIFICATE AND COPIES OF ID BOOKS (FIRST PAGE ONLY)
THE ACCOUNT WILL ONLY BE FINALISED WHEN THE ORIGINAL SIGNED APPLICATION IS RETURNED TO US**

TRADE REFERENCES

_____ TEL _____

_____ TEL _____

_____ TEL _____

_____ TEL _____

I/We offer to purchase goods from you subject to your standard terms and conditions incorporated herein, which I/we have read and fully understand.

I/We, the undersigned consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, as amended in respect of any claim or application which may be instituted against me/us by THE PEKAY GROUP (PTY) LTD in terms hereof, but without prejudice to the right of THE PEKAY GROUP (PTY) LTD to proceed in any competent supreme court.

Interest may be charged at two per centum (2%) per month on all accounts outstanding in excess of thirty (30) days from due date.

I/We accept liability for payment of all debt collection and legal costs as between attorney and client for the recovery of any amount due to THE PEKAY GROUP (PTY) LTD in terms hereof.

AUTHORIZED SIGNATORY _____ NAME OF SIGNATORY _____

DESIGNATION _____ DATE _____

LETTER OF AUTHORITY FOR CREDIT TERMS IN ACCORDANCE WITH THE NATIONAL CREDIT ACT OF 2007

In accordance with the relevant provisions of the National Credit Act of 2007, we hereby authorize THE PEKAY GROUP (PTY) LTD to: (delete section not relevant)

Give us credit facilities / increase our credit limit to the amount of R _____

This amount is equivalent to twice our monthly purchases as a 30 day account.

I / We, _____ a new applicant / existing debtor to THE PEKAY GROUP (PTY) LTD hereby agree to the usual checking procedures and credit terms, which includes, but is not limited to, contacting our other suppliers, our Bank / Financial credit providers, Credit Bureaux, and any other institution that may be able to provide us with a background to our creditworthiness.

To further assist THE PEKAY GROUP (PTY) LTD in assessing our financial status in compliance with the National Credit Act of 2007, we provide the following company information: (**answer only one**)

- | | | |
|--|--|----------|
| 1. A Company /CC with an asset value or annual turnover exceeding R1,000,000 | <table border="1"><tr><td>YES / NO</td></tr></table> | YES / NO |
| YES / NO | | |
| 2. A Company / CC held by a trust with less than two Trustees | <table border="1"><tr><td>YES / NO</td></tr></table> | YES / NO |
| YES / NO | | |
| 3. A private individual, sole proprietor or partnership | <table border="1"><tr><td>YES / NO</td></tr></table> | YES / NO |
| YES / NO | | |

be able to assess our financial position and to enable the Company to decide whether to extend credit terms to us.

I/We warrant the information herein to be true and correct and that we have the necessary authority to apply for credit facilities and sign this application.

AUTHORIZED SIGNATORY _____ NAME OF SIGNATORY _____

COMPANY STAMP _____ DATE _____

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SURETYSHIP

Suretyship to be completed by all directors of private unlisted companies, members of close corporations, sole proprietor and partners. (Not required for Publicly Listed Companies)

I the undersigned do hereby interpose and bind myself as surety and co-principal debtor *in solidum* for the due faithful and punctual performance of all obligations undertaken by the above named Applicant in favour of THE PEKAY GROUP (PTY) LTD under renunciation of the legal exceptions of excussion and division, the full meaning and import of which I am fully conversant with.

I the undersigned consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, as amended in respect of any claim or application which may be instituted against me by THE PEKAY GROUP (PTY) LTD in terms hereof, but without prejudice to the right of THE PEKAY GROUP (PTY) LTD to proceed in any competent Supreme Court.

I accept liability for payment of all debt collection and legal costs as between attorney and client for the recovery of any amount due to THE PEKAY GROUP (PTY) LTD in terms hereof.

AUTHORIZED SIGNATORY _____ NAME OF SIGNATORY _____

DESIGNATION _____ DATE _____

ID NUMBER _____ HOME TEL No. _____

EMAIL ADDRESS _____ CELL PHONE _____

FULL DOMICILE ADDRESS _____

_____ CODE _____

CONDITIONS OF SALE

1.0 DEFINITION

In these conditions:

- 1.1 the "Seller" means THE PEKAY GROUP (PTY) LTD
- 1.2 the "Customer" means any individual, firm company, or other person with whom THE Seller contracts;

2.0 WHOLE CONTRACT

All quotations, acceptances of Customer's orders and all sales by the Seller are expressly limited to and made conditional upon the Customer's acceptance of and assent to the following conditions of sales notwithstanding receipt of or acknowledgement of the Customer's order form or stipulations containing additional or different provisions or conflicting oral representations by any agent or employee of the Seller.

3.0 PRICE AND PAYMENT

- 3.1 Prices are per unit quoted in the Seller's price list and are payable in South African currency unless otherwise expressly stated.
- 3.2 Payment terms are thirty (30) days net from date of statement or as otherwise agreed.
- 3.3 If at any time payment by the Customer shall be overdue then without prejudice to any other legal remedy the Seller may defer further deliveries until payment is made alternatively may cancel the contract and recover from the Customer payment of all monies then due or owing and payment of such damages as the Seller may have sustained.
- 3.4 The Seller may charge the Customer interest at the maximum rate prescribed by law on all accounts outstanding in excess of thirty (30) days from due date provided however, that nothing herein contained shall be interpreted as obliging the Seller to afford the Customer any such indulgence to effect payment after due date.

4.0 ORDER OF GOODS

- 4.1 Oral orders or orders per telephone or telegram will be executed at the Customer's risk only. Such orders must be confirmed in writing otherwise no responsibility for errors on the part of the seller can be accepted.
- 4.2 No order shall be countermanded except with a written consent of the Seller and on terms, which will indemnify it against all loss.

5.0 DELIVERY OF GOODS

- 5.1 As far as possible delivery shall be effected in accordance with any accepted specified date and time for delivery, it being understood that such dates or times respectively are approximate only.
- 5.2 Delivery of goods shall not be considered overdue until the Customer has made a request in writing for delivery to take place and afforded the Seller reasonable opportunity to comply therewith.

INITIAL _____

- 5.3 Unless a claim for non-delivery of goods is made in writing within one (1) month of the date of the statement on which charge for such goods appears no such claim will be entertained and the Customer will be deemed to have accepted in total the delivery reflected in such entry.
- 5.4 Where goods are to be delivered / collected as required in terms of the contract and the Customer does not accept delivery or collect as the case may be, any such goods, in such event the Seller may either cancel the contract and claim from the Customer any damages it may have sustained, alternatively at its option may enforce the contract tendering the goods in question only against collection notwithstanding any alternative terms which the Seller may previously have afforded to the Customer.
- 5.5 No claim of whatsoever nature shall lie against the Seller for goods lost or damaged in transit save where the Seller's own vehicles are employed.
- 5.6 Strikes, differences with workmen, accidents to machinery, failure of usual sources of supply of materials, war, civil commotion, acts of Government or quasi government or legislation other contingencies whatsoever beyond the control of the Seller shall be sufficient excuse for any delay in or suspension of delivery. The Seller may, after the occurrence of any such contingency, if requested in writing by the Customer, cancel the order, failing which the seller shall complete delivery as rapidly as possible.
- 5.7 No claims in respect of goods delivered / collected shall be entertained unless submitted by the Customer in writing to the Seller within fourteen (14) days of receipt of goods.
- 5.8 Should the Customer refuse to accept or be unable to take delivery when goods are ready to be delivered the Seller reserves to itself the right to invoice same for payment as if each part of the contract had been fulfilled in every particular. Storage charges may be made for goods remaining in the hands of the Seller longer than one (1) month after being completed for delivery. Interest at the maximum rate prescribed by law may be charged by the Seller to the Customer on such overdue accounts.

6.0 RETURN OF GOODS

- 6.1 Goods returned without the written consent of the Seller will not be accepted for credit.
- 6.2 The Seller may, at its option, elect to accept return of the goods in which event the Seller may levy a handling fee equivalent to ten per centum (10%) of the selling price of the returned goods. This handling fee shall be payable by the Customer sixty (60) days net from date of original statement.

7.0 QUALITY

All goods are manufactured in accordance with the Seller's or the Seller's principal's standards of quality. The Seller gives no warranty of any nature whatsoever express or implied that the goods supplied are suitable for the purpose for which they are bought.

8.0 NON-LIABILITY FOR DAMAGES

- 8.1 In no event whatsoever will the Seller be responsible for consequential damages of whatsoever nature or kind and howsoever arising including through negligence on the part of the Seller, its agents or servants.
- 8.2 Each of the terms herein excluding liability on the part of the Seller shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever that term shall be severable and shall not effect the validity of the other terms.

INITIAL _____

9.0 RESERVATION OF OWNERSHIP

Notwithstanding that all risks in and to all goods sold by the Seller to the Customer shall pass on delivery as herein dealt with, ownership in all goods sold and delivered shall remain vested in the Seller until the full purchase consideration in respect thereof shall have been paid. In the event of a breach of contract by the Customer (or if an individual, he being provisionally or finally sequestrated or surrenders his estate, or if a company be placed under an order of provisional or final judicial management or liquidation) then the Seller shall be entitled forthwith to take possession of the goods without prejudice to any further rights vested in it.

10.0 TELEPHONIC AND OTHER ADVICE

The Customer acknowledges that any advice given telephonically or otherwise regarding the application of any of its products shall be without prejudice to the Seller. The Customer further acknowledges that it shall have no claim of whatsoever nature against the Seller by reason of the heeding of such advise or through poor application of the Seller's products on the part of the Customer or its agent or as a result of any other cause whatsoever.

11.0 GENERAL PROVISIONS

- 11.1 No concession, latitude or indulgence allowed by the Seller to the Customer shall be construed as a waiver or abandonment of any of its rights hereunder.
- 11.2 If any of the terms and conditions herein contained shall be invalid the same shall not invalidate the remainder of the contract.
- 11.3 The Seller shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrates' Court by entitled to institute action out of such Court. Nothing herein contained shall invalidate the Seller's right to proceed in any other Court of competent jurisdiction.
- 11.4 In the event of the Seller referring any dispute between it and a Customer or any amount due for collection to its attorneys arising out of or connected with this contract, the Customer indemnifies the Seller against all costs and charges and expenses incurred as between attorney and client. Such indemnity shall extend to and include collection commission as may be lawfully charged to the Seller by its attorneys.
- 11.5 The head notes are for reference only and do not affect the interpretation hereof.

12.0 AMMENDMENT OF STANDARD TERMS AND CONDITIONS OF SALE

- 12.1 The Seller may update the terms of this Agreement from time to time without prior notice to the Customer. The updates Notice will be posted on the Seller's website and shall become effective 30 (thirty) days after being posted.
- 12.2 The Seller shall make best efforts to update the Customer of such changes by email, post and Fax but the customer nonetheless acknowledges that it has a duty to keep itself informed of the latest version of this Agreement by accessing the Sellers website on a regular basis.

13.0 COMPANY DETAILS FOR ELECTRONIC PAYMENT

Account Name : **THE PEKAY GROUP (PTY) LTD.**
Bankers : **STANDARD BANK OF SOUTH AFRICA**
Branch : **INDUSTRIA, JOHANNESBURG**
Branch code : **00-50-05**
Account Number : **00 244 06 28**

NOTE: For Standard Bank and ABSA clients we are a CDI. No details need to be filled in. Just put in the name "The Pekay Group", and your Pekay Account Number. Your Bank will fill in the details.

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