

Customer Application and Standard Terms and Conditions

Name of Sales Person	
Date	



APPLICATION INFORMATION

Type of trading entity (tick applicable box)	Sole Proprietor	Partnership	Private Company	Close Corporation	Specify Other
Registered Name					
Trading Name					
Registration No.			Vat Registration No.		
Nature of Business					
Holding Company Name					
Date Established			No. of staff		
Years Under Present Ownership			Annual Turnover		
Auditors			Contact Person and Number		
Physical Business Address					
Postal Address					
Delivery Address					
Contact Person			Designation		
Telephone Number			Facsimile		
E-mail Address			Website		
Bankers Name			Branch		
Account Type			Account No.		
How long has the bank account been established?					
Has security been given for any overdraft?	Yes	No	If "Yes", to whom and what form of security?		
Details of Directors / Members / Trustees / Partners / Owners					
Name	Designation		ID No.	% Holding	Residential Address
Have any guarantees in favour of other suppliers been issued / signed by the applicant or any directors / members / trustees / partners / owners?	Yes	No	If "Yes", please specify?		
Are the assets of the applicant bonded or otherwise encumbered?	Yes	No	If "Yes", in favour of who?		

Have any Directors / Members / Trustees / Partners / Owners ever been declared insolvent	Yes	No	If "Yes", please specify?
Are financial statements available for inspection	Yes	No	F.Y.E. Date
Are the purchaser's business premises rented?	Yes	No	If "Yes", please provide the Name of Landlord and contact details.

With reference to the Consumer Protection Act, where the applicant is a juristic person as defined in the CPA, do the assets and / or annual turnover of the applicant exceed R2 million, or the current threshold of the CPA?

Yes No

Please provide three current trade references

Reference Name	Monthly Spend	Contact Person	Address & Telephone Number

Please confirm credit facilities required

Operating Company	Initial Order Value	Estimated Annual Purchases	Credit Limit Required

The estimated monthly purchases and / or credit limits in this application are for the Trading Agent's consideration and planning purposes only, and are not binding upon the Trading Agent. The Trading Agent has the discretion to grant credit in any amount it deems fit.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	

The signatory hereto warrants that she/he has been duly authorized on behalf of the Customer and that the information set out herein is both true and correct. The signatory further accepts the standard trading terms and conditions of the Manufacturer and Trading Agent and/or any of its affiliates, acknowledges that the Customer has read and understood each term, accepts same as binding on the Customer and further consents to a credit report being obtained and submitted from/to a Credit Bureau.

For Office Use Only

Approved		Rejected	
Date Received		Date Finalized	
References Checked		Accountant Name	
Bank Report		Credit Guarantee	
Credit Limit		Terms	
Guarantees Obtained?		Comments	
Director Name		Director Signature	

STANDARD TERMS AND CONDITIONS

Name of Business	(the Customer)
Registration Number	

1. Definitions

- 1.1 **Manufacturer** means Gelvenor Consolidated Fabrics (Pty) Ltd, registration number 1995/004808/07, its successors in title, nominees and / or associate entities;
- 1.2 **Goods** means the goods which are the subject of a sale between the Trading Agent and the Customer, and some of which are manufactured by the Manufacturer;
- 1.3 **Trading Agent** means International Trading Agency (Pty) Ltd, registration number 2018/040842/07, its successors in title and / or associate entities;
- 1.4 **Party** and **Parties** means the parties to this Agreement.

2. Interpretation and Application of the Standard Terms and Conditions

- 2.1 All Goods purchased by the Customer shall be subject to these terms and conditions unless the Customer is a protected consumer as defined in Consumer Protection Act No. 68 of 2008 (**Consumer Protection Act**) (in which latter event, any of the terms and conditions contained herein which conflict with the said Consumer Protection Act will not apply).
- 2.2 Each provision contained herein is deemed to be incorporated in any transaction or supply of any Goods.
- 2.3 These terms and conditions replace all previous terms of sale and apply despite anything to the contrary set out in any invoices, delivery notes and other stationery as may be imposed by the Customer.
- 2.4 Any conflicting provisions contained in other documentation or correspondence of the Customer shall be null and void unless such terms have been expressly reduced to writing and a non-electronic, hardcopy written version must be signed by means of handwritten signatures by or on behalf of the Trading Agent and Manufacturer on paper.

TRADING AGENT TERMS

3. Ordering Procedure

- 3.1 The Customer may place an order in respect of Goods orally or in writing, which order must be accepted by a duly authorized person acting on behalf of the Trading Agent in writing.
- 3.2 The Trading Agent may accept the Customer's order in whole or in part.
- 3.3 Upon acceptance by the Trading Agent of an order, orders shall not be subject to cancellation or amendment by the Customer in any manner whatsoever without the prior written consent to such cancellation or amendment by a director of the Trading Agent.
- 3.4 Notwithstanding the acceptance of the cancellation or amendment of an order by the Trading Agent, the Trading Agent shall be entitled to recover all damages incurred by it arising from or in connection with such cancellation or amendment, including but not being limited to all costs, expenses and loss of profit.
- 3.5 The Customer shall accept up to a 10% (ten percent) variance in quantity in any order placed with the Trading Agent.
- 3.6 The Customer must provide the Trading Agent will all the information relating to any order. Failure to provide any material information within seven days of a written request from the Trading Agent and / or the Manufacturer is a material breach and entitles the Trading Agent to cancel the order.

4. Prices

- 4.1 The price of any Goods sold by the Trading Agent will be the price sent to the Customer on confirmation of an order by the Trading Agent (**ruling price**). If there is any change in the ruling price between the date of order and the date of delivery note, the Trading Agent will notify the Customer.
- 4.2 Subject to clause 4.1 the Trading Agent may issue further specifications and revise its price(s), including increasing of prices on reasonable notice to the Customer.
- 4.3 The Customer is responsible for and undertakes to pay to the Trading Agent at the same time it is obliged to pay any sum in respect of Goods supplied, any tax payable thereon in terms of the Value Added Tax Act 1991 or any replacement Act.
- 4.4 Without limiting the generality of any other conditions, the Trading Agent may at its discretion invoice the Customer in respect of all delivered portions of any order at such intervals as may be appropriate or convenient.
- 4.5 Prices are not subject to discounts unless agreed in writing by an authorised representative of the Trading Agent.

4.6 Quotes given are estimates only and are only valid for the period set out in that quote. The actual price payable for the Goods is always the price set out in clause 4.1.

5. **Payment**

5.1 Notwithstanding delivery as contemplated by clause 11, payment of the purchase price shall be in accordance with the terms reflected on the statement submitted by the Trading Agent to the Customer, *alternatively*, within the time period as agreed to in writing between authorised representatives of the Customer and Trading Agent, free of exchange in South African currency in cash into the bank account of the Trading Agent, or such other bank account as the Trading Agent may from time to time nominate.

5.2 Where applicable the Trading Agent shall not be obliged to authorise the commence or complete manufacture unless the deposit requested, if any, has been paid and the Trading Agent reserves the right to request an advance of payment prior to delivery of the Goods.

5.3 The Customer shall not be entitled to set-off any amounts which may be owing to the Customer by the Trading Agent and / or the Manufacturer for any reason whatsoever.

5.4 If the Customer fails to pay any amount owing to the Trading Agent on the due date, the Trading Agent shall be entitled to instruct the Manufacturer to suspend delivery of any order or part thereof.

5.5 The Trading Agent reserves the right to unilaterally rescind the Customer's credit facilities to the Customer and to request that the Customer pay in advance of delivery or provide adequate security for payment of the purchase price.

5.6 Unless the National Credit Act No 34 of 2005 (**National Credit Act**) is applicable, an amount not paid on due date shall, at the discretion of the Trading Agent, bear interest from the due date until it is paid in full at the rate of 2 percentage points above the prime interest rate as publicly quoted by the South African Reserve Bank from time to time, calculated per annum and compounded monthly in arrears.

6. **Goods Delivered but not yet paid for**

6.1 The Customer shall, immediately on delivery of the Goods for which payment in full to the Trading Agent remains outstanding:

- (1) notify any landlord of the premises in which the Goods are stored that ownership of the Goods remains with the Trading Agent;
- (2) store the Goods in a separate or marked off area so that they are easily identifiable;
- (3) take out and maintain adequate insurance over the Goods;
- (4) take whatever steps are necessary to ensure that no lien or hypothec is exercised over such Goods by any other person whatsoever and that the Goods remain unencumbered.

6.2 If the Goods are sold by the Customer, the purchase price paid for the Goods must be paid into a separate account and designated for the payment to the Trading Agent.

7. **Ownership**

Ownership of all Goods delivered will not pass from the Trading Agent to the Customer until such time as the purchase price has been paid in full.

8. **Obligations of the Customer in the on-sale of Goods**

8.1 The Customer agrees to comply with all laws (national, provincial and local), by-laws, regulations, licenses, permits and any other requirements of any relevant authority applicable to the sale of the Goods supplied to it.

8.2 Without limiting clause 8.1 the Customer agrees to comply with all of its obligations under the Consumer Protection Act, including but not limited to ensuring that:

- (1) all of its staff understand and comply with their obligations;
- (2) it has a returns policy that is compliant with the Consumer Protection Act and it adheres to that policy;
- (3) any advice or warning given in respect of the Goods supplied to it by the Manufacturer is accurate, not misleading and in line with the obligations of the Consumer Protection Act, including that adequate warnings of the possible safety and hazards associated with the Goods are clearly communicated to the consumers;
- (4) all trade descriptions, marketing and advertising in relation to the Goods is not misleading, fraudulent or deceptive and otherwise complies with the Consumer Protection Act; and
- (5) no labels or trade descriptions placed on the Goods or provided by the Trading Agent and / or the Manufacturer are altered or defected in any manner.

9. Disclaimer

- 9.1 The Manufacturer has outsourced the trading activities of its business to the Trading Agent in order for it to focus purely on efficient manufacturing, innovation and product development. The Trading Agent has agreed to fulfil this outsourced function.
- 9.2 Accordingly, the Customer indemnifies and holds the Trading Agent harmless against any cost, expense, loss, damage, liability or claim arising from the obligations of the Manufacturer and the Customer shall not be entitled to withhold and / or setoff any payment due to the Trading Agent arising from any breach of obligations by the Manufacturer. This disclaimer does not affect the Customer's statutory rights against the Manufacturer in terms of any of its obligations as detailed below.

MANUFACTURING TERMS

10. Forecasting

- 10.1 Where the Manufacturer supplies Goods to the Customer on an on-going basis and with the object of meeting the Customer's requirements for such Goods, the Manufacturer shall be entitled to rely on the forecasts and/or sales history supplied to it by the Customer to facilitate the Manufacturer's production planning. Accordingly, the Customer accepts that it shall be obliged to purchase all Goods already manufactured and/or purchased and/or ordered for the Customer, notwithstanding that orders have not been placed with the Trading Agent.

11. Delivery

- 11.1 Unless otherwise stipulated, the Customer shall take delivery of Goods at the premises of the Manufacturer.
- 11.2 The actual cost of the delivery where delivery of the Goods is effected by the Manufacturer to the Customer at any place other than the premises of the Manufacturer shall be borne by the Customer with such costs to be paid by the Customer to the Trading Agent on demand and the Trading Agent reserves the right to charge the Customer with any other costs relating to the delivery of the Goods to the Customer, including insurance premiums.
- 11.3 The Manufacturer may effect delivery of any Goods in instalments and the Customer is obliged to accept delivery in instalments.
- 11.4 The delivery note of the Manufacturer signed by the Customer or any agent or any employee or any purchaser of the Customer or any person purporting to act as an agent or an employee of the Customer at the place of delivery shall for all purposes be deemed to be accurate in all respects and binding on the Customer.
- 11.5 Where the Customer requests that delivery be suspended or delayed to a date later than originally requested, or where the Customer fails to collect the Goods on the agreed date, the Trading Agent shall be entitled to charge the Customer a reasonable fee for storage of Goods on behalf of the Customer and the Trading Agent shall be indemnified against any loss or damage which may be suffered by the Customer resulting from such storage.
- 11.6 Notwithstanding anything to the contrary herein contained, the Trading Agent shall have the right to suspend delivery at any time if in its sole discretion it considers that:
- (1) The amount owing by the Customer, whether due at that date or in the future is outstanding and / or has reached the limit to which it is prepared to allow the Customer credit;
 - (2) It comes to the attention of the Trading Agent and / or Manufacturer that the financial position of the Customer has deteriorated;
 - (3) The Trading Agent no longer considers the Customer creditworthy;
 - (4) The Customer does not acknowledge that any contract is upon the terms set forth in these conditions.
- 11.7 The Manufacturer will make reasonable efforts to deliver Goods and render services within the time stated in the order but will not be liable for any cost, expense, loss or damage arising out of any failure to deliver at the agreed or within a reasonable time due to any cause beyond its reasonable control.
- 11.8 In the event of late deliveries for any other reason, the Manufacturer will not be liable for any resultant cost, expense, loss or damage, consequential or otherwise and the Customer may only cancel the order if the Manufacturer has been grossly negligent or if the Consumer Protection Act allows for such cancellation.
- 11.9 The Customer is entitled to and is afforded an opportunity to inspect the Goods when they arrive at the delivery point contemplated in clause 11.1. If the Customer is not satisfied that the Goods are the type, quality or quantity reasonably expected or do not reasonably conform to the specifications of the order, the Customer must reject the delivery in writing, by endorsing the delivery note to that effect. If the Customer does not reject delivery in writing, the Goods are deemed to be delivered in terms of clause 11.1. In addition, incomplete, short or damaged deliveries must be reported to the Manufacturer, in writing, within 7 (seven days) from the date of delivery. The Manufacturer reserves the right not to accept the rejection if the circumstances do not justify it.

- 11.10 Where delivery is affected by the Manufacturer's transport or by the Manufacturer's transport contractor, the transporter shall be deemed to act as the Customer's agent:
- (1) all risk in and to the Goods passes to the Customer once the Goods are loaded for delivery to the Customer;
 - (2) delivery costs are for the Customer's account;
 - (3) the Customer is responsible for unloading and must unload and inspect the Goods within four hours of the delivery vehicle arriving at the delivery point;
 - (4) the Manufacturer via the Trading Agent may charge the Customer any additional demurrage charges or any other costs whatsoever, which may be incurred as a result of delayed or protracted unloading of the goods by or on behalf of the Customer;
- 11.11 Where the Goods are collected by the Customer or delivered by a carrier (regardless of the means of transport) appointed by or on behalf of the Customer:
- (1) the carrier is an agent of the Customer and not the Manufacturer;
 - (2) all delivery costs are for the account of the Customer; and
- 11.12 all risk in and to the Goods passes to the Customer on the Goods being made available for collection by the Customer or the carrier appointed by or on its behalf at the agreed collection point or the Manufacturer's premises.
- 11.13 The Manufacturer's delivery note signed or countersigned by any representative of the Customer, unless rejected by the Customer as contemplated in this clause 11 is for all purposes deemed to be *prima facie* proof of a complete delivery in good condition and in compliance with the order.

12. Packaging

- 12.1 The Manufacturer via the Trading Agent shall be entitled to charge for packaging, boxing and/or crating and where appropriate such packaging boxing and/or crating will be invoiced at the time of dispatch.
- 12.2 Packaging which must be returned to the Manufacturer will be indicated as such, will be invoiced at the time of dispatch and the cost of the returnable packaging will only be credited to the Customer if the returnable packaging is returned to the Manufacturer within 7 (seven) days from the date of dispatch of the Goods to the Customer.

13. Return of Goods

- 13.1 The Customer shall not be entitled to return the Goods without the prior written approval of the Manufacturer, which approval shall not be withheld if the Customer can prove that the damage or defect in respect of the Goods which is the basis for the proposed return of the Goods was in existence or had occurred prior to the delivery of the Goods. If Goods are returned contrary to what is provided for herein, the Manufacturer shall be entitled to store the Goods at the Customer's sole risk and expense, with the Manufacturer via the Trading Agent being entitled to charge a reasonable amount for such storage and handling.
- 13.2 Goods may not be returned by the Customer if they have been partially or entirely disassembled, physically altered, or mixed with any other goods.
- 13.3 Agreed returns must be delivered back to the Manufacturer within 30 days of the Manufacturer's approval whereafter no returns will be accepted.
- 13.4 The Manufacturer via the Trading Agent shall in its sole discretion be entitled to charge a handling fee of 10% (ten percent) on all returns.
- 13.5 The Manufacturer may, at its discretion, replace any defective Goods or authorise the Trading Agent to reimburse the Customer after receipt of the defective Goods from the Customer. The decision will be communicated to the Customer in writing and will be binding on the Customer.
- 13.6 Any Goods returned to the Manufacturer by the Customer as "*defective*" that are in fact not defective, may be returned by the Manufacturer to the Customer at the Customer's risk and cost.

14. Exclusions

- 14.1 If manufacturing tolerances, materials or type of finish are not clearly stipulated and defined in any specification or drawings supplied by the Customer, then the Manufacturer shall accept no liability whatsoever, howsoever caused, including an allegation that the specification is commercially accepted as a minimum requirement for the Goods concerned.
- 14.2 Where drawings and/or specifications are supplied by the Customer, the Customer indemnifies the Manufacturer and agrees to hold it harmless against all claims, arising out of or in connection with the manufacture of Goods by the Manufacturer to such drawings and/or specification, based on the allegation that the Manufacturer has infringed or is involved in an infringement, or is about to infringe or be involved in an infringement, of a patent, registered design, trademark, copyright or other exclusive right.

- 14.3 The Manufacturer shall not be liable to the Customer, and accepts no responsibility, for the accuracy of the information specifications or drawings supplied or approved by the Customer or any design reflected therein and the Customer indemnifies the Manufacturer and agrees to hold it harmless against all claims arising out of or in connection with any inaccuracy or defective design in such information, specifications or drawings.
- 14.4 Unless otherwise agreed in writing, all patterns, drawing, tools, moulds and the like produced or supplied by the Manufacturer, and all intellectual property rights therein, shall remain the property of the Manufacturer and the Customer may not reproduce or communicate the knowledge of such items to any third party without the express written consent of the Manufacturer and the Customer shall return same to the Manufacturer at any time at the request of the Manufacturer.
- 14.5 If any performance by the Manufacturer is prevented by any act of God, strikes, lockouts, shortened working hours, shortage of labour or materials, any default or delay in any subcontractor or suppliers of the Manufacturer, war, political or civil disturbances, or any other cause whatsoever beyond the control of the Manufacturer then the Manufacturer shall have the sold election either to cancel the order in question; or to extend the time for performance until the cause preventing or delaying performance ceases to apply.
- 14.6 If any Goods are latently, patently, or otherwise defective but were not sold as sub-standard the Manufacturer may in its sole discretion authorise the Trading Agent to compensate the Customer in respect of such Goods, in which event the Manufacturer shall notify the Customer in writing of its election to replace the defective Goods, or credit the Customer in respect of the purchase price of the Goods, or request that the Customer accept the Goods at a reduced purchase price to be agreed, provided that if the Parties are unable to agree on the amount of the reduction that question shall be submitted to be resolved by an independent person agreed upon between the Parties and failing such agreement, appointed by the President for the time being of the KwaZulu-Natal Law Society, or such other expert as the Parties may deem fit and that person's decision shall be final and binding upon the Parties.
- 14.7 If the defective Goods supplied by the Manufacturer were not manufactured by the Manufacturer, the Customers claim against the Manufacturer shall under no circumstances exceed the claims which the Manufacturer is entitled to make against the third party manufacturer in respect of such defective Goods.
- 14.8 If a Customer sells, leases or disposes of any Goods supplied to it by the Manufacturer or in respect of which the Manufacturer has undertaken any business, to a third party or otherwise permit a third party to use such Goods, the Customer shall include in the Customers agreement with the third party a provision in terms of which the Manufacturer is afforded similar limitation of a liability to that contemplated in this clause 14.

GENERAL TERMS RELATING TO THE PARTIES

15. No Warranties

- 15.1 The Manufacturer and Trading Agent give only those warranties required by the Consumer Protection Act (if the Act is applicable) and no other warranties.
- 15.2 The Customer must satisfy itself as to the fitness of the Goods. Should the Customer request the Manufacturer to prove the performance levels of the Goods, the Manufacturer will be entitled to levy a reasonable charge for this via the Trading Agent.
- 15.3 Should the Customer require the Manufacturer to provide it with Goods that meet specific criteria or to fulfil specific purpose this must be specifically communicated to the Manufacturer in writing.

16. Breach

- 16.1 The Customer is in default if it breaches any clause of this Agreement and fails to remedy that breach within 5 (five) days of written notice calling it to do so and/or if:
- (1) the Customer fails to pay any amount due to the Trading Agent on due date; or
 - (2) any cheque, promissory note or other bill of exchange to the Trading Agent in respect of any indebtedness of the Customer under any contract or order is dishonoured by non-payment; or
 - (3) the Customer's estate is provisionally or finally sequestrated or it is placed in provincial or final liquidation or is under business rescue proceedings; or
 - (4) the Customer commits an act of insolvency contemplated in terms of Section 8 of the Insolvency Act; or
 - (5) the Customer enters into any compromise with its creditors; or
 - (6) the Customer fails to satisfy any default judgment granted against it within seven days after date of judgment.
- 16.2 If the Customer is in default in terms of clause 16.1 above, the Trading Agent and / or Manufacturer is entitled, without prior notice to the Customer and without prejudice to any rights which it may have as a result of such default, to:
- (1) cancel this Agreement or any order or other contract with the Customer (or any part thereof);

- (2) claim specific performance of the Customer's obligations;
 - (3) claim payment of any amount owing by the Customer to the Trading Agent whether or not due and payable; and / or
 - (4) to enter the Customer's premises and retake possession of the Goods sold and delivered to the Customer in respect of which ownership has not passed, including worked materials.
- 16.3 Despite the acceptance by the Trading Agent and / or Manufacturer of the cancellation of a contract or order by the Customer, the Trading Agent and / or Manufacturer is entitled to recover all damages incurred by it arising out of or in connection with such cancellation, including but not limited to all costs, expenses and loss of profit arising out of or in connection with such cancellation.

17. **Limitation of Liability and Indemnity**

- 17.1 Except for where the Trading Agent and / or Manufacturer has been grossly negligent, neither the Trading Agent and / or Manufacturer will not be liable for any cost, expense, loss, damage whether direct or indirect (including consequential loss or damage) or claim arising out of this Agreement whether suffered/incurred by the Customer, the company of a third party, including without limitation arising out of or in connection with the Goods supplied to the Customer, or any act, omission or negligence (other than gross negligence) of the Trading Agent and / or the Manufacturer, its employees or agents.
- 17.2 The Customer indemnifies and holds the Trading Agent and the Manufacturer harmless against any cost, expense, loss, damage, liability or claim contemplated in clause 17.1.
- 17.3 Any technical advice or assistance rendered to the Customer by the Trading Agent and / or Manufacturer before or after delivery of the Goods, which advice is in connection with the use or processing of such Goods, will be without charge and is provided on the basis that it represents the Trading Agent and Manufacturer's best judgement under the circumstances but that such advice is nevertheless used at the Customer's own risk and the Trading Agent and Manufacturer will not be liable for any cost, expense, loss, liability or claim arising out of or in connection with information given, unless the Trading Agent and / or Manufacturer was grossly negligent.

18. **Errors and Omissions**

- 18.1 The Trading Agent and / or Manufacturer shall not be liable to the Customer for any errors and/or omissions contained in any documentation.
- 18.2 All price lists, acknowledgements and invoices are subject to correction by the Trading Agent and / or Manufacturer for any errors or omissions. In particular, the Trading Agent and / or Manufacturer may correct typing and clerical errors in respect of its company documentation.

19. **Interpretation and Jurisdiction**

- 19.1 This Agreement must be interpreted according to the laws of the Republic of South Africa.
- 19.2 At the option of the Trading Agent and / or Manufacturer any claim against the Customer may be brought in any Magistrate's Court having jurisdiction notwithstanding that the amount of that claim may otherwise exceed the jurisdiction of the Magistrate's Court.

20. **Legal Charges**

In the event of the Trading Agent and / or Manufacturer having to institute legal proceedings of whatsoever nature against the Customer, the Customer will be liable for the Trading Agent and / or Manufacturer's legal costs on an attorney and own client scale.

21. **Domicilium**

- 21.1 The Parties hereby choose for the purposes of this Agreement their *domicilia citandi et executandi* at the following addresses:
- (1) The Manufacturer: Corner Anderson and Morewood Roads, Hammarsdale, 3700.
 - (2) The Trading Agent: 5 Ennisdale Drive, Durban North, 4051
 - (3) The Customer: the addresses and e-mail address set out in the Customer Application Form, alternatively, if such form is not completed the address set out in any order.
- 21.2 Any notice or communication given or permissible in terms of this Agreement shall only be valid and effective if given in writing.
- 21.3 Either party may amend its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, provided that such amendment shall only be effective on the seventh day after receipt of notice to such effect.
- 21.4 Any notice to a party which:
- (1) is contained in a correctly addressed envelope and has been dispatched to such party's *domicilium citandi et executandi* per prepaid registered post; or

- (2) is delivered during normal business hours by hand at a party's *domicilium citandi et executandi* to a responsible person; or (3) is dispatched per e-mail address to the abovementioned e-mail address; shall be deemed to have been received by such party, in the case of clause (1) on the seventh day of business after it has been posted (unless the contrary is proved) and in the case of clause (2) on the date of delivery, and in the case of (3), on the date of dispatch, provided that such day is a business day, failing which on the following business day.
- 21.5 Notwithstanding anything to the contrary herein contained, a written notice or communication which has been actually received by a party will be regarded as sufficient notice, irrespective of the fact that it has not been dispatched to the appointed domicilium or delivered to such domicilium.

22. Warranty by Customer and Signatory Regarding Information and Authority to Sign

- 22.1 The Customer and/or the signatory warrant that:
- (1) all information provided is true, accurate and complete and that the Trading Agent and Manufacturer will be immediately notified of any changes in writing;
 - (2) that he/she has read and understood all the terms of this Agreement and agrees to and has the authority to bind the Customer to all of the terms and conditions of this Agreement.

23. General

- 23.1 The Customer may not cede any of its rights or delegate or assign any of its obligations without the prior written consent of the Trading Agent and Manufacturer.
- 23.2 In terms of the Protection of Personal Information Act 4 of 2013, the Trading Agent and Manufacturer will take all reasonable steps to regulate the processing of personal information provided by the Customer and undertakes to only maintain Customer records for as long as reasonably necessary.
- 23.3 In terms of the National Credit Act, the Customer hereby consents to the Trading Agent and / or Manufacturer receiving, sharing, transmitting and storing credit information concerning the Customer with other credit granters and credit bureaux for the purpose of credit granting decisions and to manage credit risk.
- 23.4 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation.
- 23.5 No indulgence by a Party to another Party, or failure strictly to enforce the terms of this Agreement, is to be construed as a waiver or be capable of founding an estoppel.
- 23.6 The Parties undertake to do everything reasonable in their power necessary for or incidental to the effectiveness and performance of this Agreement.
- 23.7 Any illegal or unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement continue in force.
- 23.8 The Customer acknowledges and agrees to abide to the Terms and Conditions as set out herein and as published and updated from time to time under the Terms and Conditions section, accessible at all times on the Manufacturer's and Trading Agent's websites (www.gelvenor.com and www.internationaltradingagency.com)

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that he is duly authorised hereto	

DEED OF SURETYSHIP

Name:	(the Surety)		
Address:		Identity / Registration Number	
Contact Number:		Electronic Mail Address:	

1. The Surety hereby binds itself as surety and co-principal debtor, jointly and severally with the Customer meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) unto and in favour of the Trading Agent, for the due fulfilment by the Customer of all its obligations to the Trading Agent of whatsoever nature and howsoever arising, whether already incurred or which may from time to time hereafter be incurred, as a continuing suretyship, despite any change in or temporary extinction of such obligations.
2. The Surety renounces the benefit of being able to demand that the Trading Agent first proceed against the Customer (exclusion), the benefit of being able to insist that the Surety is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that he be ceded the other sureties' debts should the Surety make payment of the full debt (cession of action). (The effect of this clause being that the Surety may no longer require the above to occur before paying the debt owing to the Trading Agent.)
3. Without limiting the foregoing, the Surety agrees:
 - 3.1 That all admissions and acknowledgements of liability by the Customer shall be binding on the Surety.
 - 3.2 That in the event of the Customer being liquidated or is subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Trading Agent shall prejudice the Trading Agent's rights to recover from the Surety the full amount owing by the Customer at the date of liquidation of the Customer.
 - 3.3 That this Deed of Suretyship shall be in addition and without prejudice to any securities held now or hereafter by the Trading Agent, and that this Deed of Suretyship shall remain in full force and effect as a covering Deed of Suretyship for as long as any amounts whatsoever are owed by the Customer to the Trading Agent and despite the fact that for certain periods nothing may be owing by the Customer to the Trading Agent.
 - 3.4 That no variation or cancellation of this Deed of Suretyship shall be of any force or effect unless reduced to writing and signed by both the Surety and the Trading Agent.
 - 3.5 That any indulgence or extension of time for payment granted by the Trading Agent to the Customer shall be without prejudice to any of the rights of the Trading Agent hereunder, and that no such indulgence or extension shall in any way affect the Surety's liability hereunder.
 - 3.6 To the jurisdiction of the Magistrate's Court in terms of section 45(1) of the Magistrates' Court Act 32 of 1944, notwithstanding that the amount claimed may exceed the jurisdiction of such Court; despite the foregoing, the Trading Agent may, in its discretion, institute proceedings in any division of the High Court of South Africa.
 - 3.7 That the address of the Surety as listed above is chosen as domicilium citandi et executandi for all purposes hereunder. (This being the address that the Surety chooses for services of any notices or documents in terms of this Deed of Suretyship.)
 - 3.8 That in the event that any of the terms of this Deed of Suretyship are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
 - 3.9 To be bound by all the Standard Terms and Conditions as contained in the credit application signed by the Customer.
 - 3.10 That should the Trading Agent cede its claim against the Customer to any third party, then this suretyship shall be deemed to have been given by the Surety to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were the Trading Agent hereunder.

By his/her signature, the Surety agrees that this Deed of Suretyship is complete in all respects, and that the witnesses are present and the Surety warrants that the Surety is capable of executing this Deed of Suretyship.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that she / he is duly authorised hereto	

CESSION OF BOOK DEBT

The Customer hereby irrevocably cedes, pledges, assigns and makes over unto and in favour of the Trading Agent, all the Customer's rights, title, interest, claim and demand in and to all claims of whatsoever nature and howsoever arising, which the Customer may have at any time hereafter against all and any persons, companies, organisations and legal personae, without exception, as continuing covering security for the due payment of money which may become owing by the Customer to the Trading Agent. The Customer agrees that this Cession is a cession in securitatum debiti (as security) and not an out and out cession (in other words subject to provisions directly or indirectly to the contrary stated or implied in this clause, the Trading Agent shall return to the Customer the above-mentioned principal rights, once the obligations of the Customer to the Trading Agent under the secured debt have been discharged). Should it transpire that the Customer entered into prior deed/s of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will be subject to this Cession, then this Cession shall operate as a cession of all the Customer's reversionary rights.

Sign:	
Name of signatory:	
Designation of signatory:	
Date:	
Place:	
Witness:	
The abovementioned signatory warrants by his signature that she / he is duly authorised hereto	