

## **TERMS AND CONDITIONS**

- 1) I/We the undersigned hereby warrant and agree that the information contained in this credit application form and any attachments is true, correct and up to date and undertake to immediately notify the Supplier of any changes to information in the future.
- 2) I/We undersigned hereby declare that I/We are duly authorised to sign this Application Form on behalf of The Applicant as so mentioned in this application for credit facilities.
- 3) I/We the undersigned hereby agree and permit that The supplier is entitled to:
  - a) Make any reasonable enquiries to any kind third party to verify and research any details provided by The Applicant on this application form, or any other details in relation thereto.
  - b) Access the files of any Credit Bureau or it's agents or it's client to ascertain The Applicants and Directors and/or Principals' total available credit profiles when accessing this application and at any time during the currency of The Applicant's account with the Supplier.
  - c) Disclose the existence and the conduct of The Applicant's account with Supplier, whether still current or not, to any Credit Bureau or other credit grantor for publication.
- 4.) The Applicant hereby chooses as it's Domicillum Citandi et Executandi for all purpose in connection with or arising out of its contract with The Supplier, the Physical Address as stated on this form marked "Application for Credit Facilities".
- 5.) Should it become necessary for The Supplier to institute legal proceeding against The Applicant for whatsoever reason, The Applicant agrees to the Jurisdiction of any Magistrate's Court of The Supplier's choice, regardless of the geographical location of The supplier or The Applicant or place of business and/or deliveries done and regardless of the value of the matter. This agreement shall serve as the required written consent confirmation of the jurisdiction of such court.
- 6.) In event of the APPLICANT breaching any of its obligations and/or failing to make timeous payments of any amount due to The SUPPLIER, The APPLICANT agrees to pay, and shall be liable to pay all legal, collection and tracing costs incurred by The Supplier or Attorney or Collection Agent or Tracing Agent/own Client scale, as well as the interest as specified in the "Standard Conditions of Agreement" of Supplier, attached hereto, and which The Applicant has read and understood and agreed to.
- 7.) I/We undertake to pay any amount rendered nett within a period of thirty (30) days reckoned from date of statement on which credit was granted.
- 8.) Should I/We fail to pay the amount within a period 30 days from date of statement, I/We agree to pay interest on the overdue amount at the rate of 2% per month.
- 9.) The rates of discount and interest are subject to change.

**Directors:**

ME Sono - Non Executive  
Dr PC Theron - Managing  
ME Trunk - Financial