

TERMS AND CONDITIONS OF SALE

1. The terms and conditions hereof are to be read together with the terms and conditions of sale as it appear on the reverse side of the Creditor's invoice and/or delivery notes. In the event that the terms and conditions hereof conflict with any terms and conditions of the said invoices/delivery notes, the terms and conditions hereof will prevail. The applicant by his/her its signature hereon accepts the creditor's terms and conditions of sale as read with the creditor's invoice/delivery notes notwithstanding that the applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the applicants said terms and conditions are hereby expressly excluded from any agreement of sale conducted or to be concluded between the applicant and/or creditor
2. The purchase price for the goods and/or products shall be paid by the applicant in cash without deduction or set of direct to the creditor within 30 (thirty) days from the date of the creditor's statement and if not paid on due date, the applicant shall be liable to pay interest on the amount outstanding at the rate of 2.5% per month calculated monthly from the date the same was due to the creditor to the date of payment of thereof
3. Time shall not be of the essence insofar as an accepted order relates to deliveries and the creditor does not guarantee delivery of the goods and/or products on any specified date. If the applicant defers and/or postpones delivery when the creditor is ready to deliver the goods and/or products and/or tenders delivery or if the creditor at the request of the applicant shall in respect of an order for goods and/or products which are to be delivered at a specified rate over a specified period, postpone delivery, payments must be made by the applicant to the creditor as if the acceptance had not been postponed, and in addition here to the applicant shall be liable for all costs of storage and insurance pertaining hereto. The creditor hereby reserves the right to its sole discretion to suspend deliveries hereunder for so long as the applicant is in default with its payments in connection with any prior sale or delivery of goods and/or products to the applicant and such suspension shall in these circumstances not be construed as a breach hereof by the creditor.
4. If the Creditor cannot deliver some or all of the goods or products for any reason beyond the creditor's control, including and without being limited to lack of instruction/s from the applicant, stock shortage *is*, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the creditor may in its sole discretion, cancel the whole or any part of agreement forthwith. In event of such cancellation, the creditor shall not be liable to the applicant for any loss and damage whether in delict (including without being limited thereto any loss of profits) thereby caused. The creditor's shall under no circumstances whatsoever be liable to the applicant for any loss and/or damage (consequential or otherwise) as a result of any act or omission on the creditor's behalf howsoever arising and the applicant indemnifies the creditor against any claim in this regard whatsoever.
5. Ownership and to any goods and/or products sold by the creditor to applicant shall remain vested in the creditor until full purchase price in respect thereof has been paid for in full. Until payment in full of purchase price, ownership under no circumstances whatsoever will pass from the creditor to the applicant. Notwithstanding the foregoing, all risk or loss and/or damage in or to any goods and/or products sold by the creditor to the applicant shall pass the applicant after the goods and/or products have been loaded onto any vehicle delivering the same at the creditor's premises.
6. The creditor furnishes with its goods and/or products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the applicant to the creditor in respect of such goods and/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.
7. The applicant hereby indemnifies the creditor against all or any claims of whatsoever nature (including for consequential damages) which may be made against the creditor by any person's whomsoever whether in contract and/or delict and whether for loss or profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the creditor of legal fees to its attorney and client scale in contesting an action.
8. Notwithstanding anything herein contained to the contrary, the creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods and/or products ordered by the applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for

any goods and/or products sold and to be delivered by the creditor to the applicant in the event that the applicant falls into arrears with its account with the creditor and/or is insolvent and/or unable seeks to effect any compromise with any of its creditors and/or compound an of its debts and/or is placed under an order of sequestration. Judicial management and/or liquidation (whether provisional of finale) and/or is subject to any resolution passed to enable the applicant to be wound up and/or dissolved and/or is in breach of anyone or more of its obligations to the creditor in terms of this agreement. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the creditor may be entitled to the law in terms of this contract or otherwise. The credit facilities awarded to us in terms hereof may be withdrawn by the creditor at any stage without notice to the applicant

9. If the goods and/or product are returned or repossessed by the creditors, it shall be entitled to dispose of same in such manner and on such terms and conditions as it may in its sole discretion determine
10. The terms and conditions contained in this credit application form and/or terms and conditions of sale, shall constitute the entire agreement between the creditor and the applicant and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the applicant and the creditor in writing.
11. No indulgences, latitude extension of time or the like granted by the creditor to the applicant shall in any way whatsoever constitute a novation or waiver of any other rights which the creditor may have against the applicant nor may it operate as an estoppel against the creditor.
12. This agreement shall be governed by and interpreted in accordance with the laws of the republic of SA.
13. The applicant confirms that the certificate signed by the credit manager or any other director of the creditor showing the amount owing by the applicant to the creditor shall be sufficient proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purpose of any action (whether by way of provisional sentence, summary judgement or otherwise) , proof of the debt on insolvency or for any other purpose whatsoever where the quantum of the creditor's claim is thereafter disputed by the applicant, the applicant shall be for onus proving that such amount is not owing and/or due and/or payable.
14. The applicant agrees to notify the creditor in writing within 7 (seven) days of such event of any material facts which may directly or indirectly affect the credit facilities awarded to the applicant

by the creditor, of any change in ownership of the applicant's business of (if applicable) of any share transaction where shares or members interesting excess of 25% (twenty five per centum) of the issued share capital of the applicant changes hands in such eventuality the applicant agrees that the amount reflected on its accounts with the creditor will immediately become due and payable notwithstanding the terms of credit awarded by the creditor to it.

15. The applicant under takes to notify the creditor in writing of any changes of address of its principle place of business and/or registered office (where applicable) The applicant chooses as its domicilium citandi executandi for the service of all letters, notices, accounts, summonses and the like at physical address being the physical place of business afore referred to. The sureties and co-principal debtors chooses as their domicilium citandi et executandi at their physical residential addresses which appear alongside their names afore referred to.
16. The applicant and the person/s who execute/s the deed of surety ship below hereby consent/ s in the terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the applicant and/ or the surety and co principal debtor for determination of any action or proceedings otherwise beyond the jurisdiction of said Court. It is hereby expressly understood that the creditor shall be entitled and not obliged to bring any action in any other competent Court which has jurisdiction over the applicant. In the event of any action being instituted by the creditor against the applicant for any reason or for any amount due in terms here of and being successful with such action the applicant and the surety and co-principal debtor hereby agree to pay the creditor's attorneys legal fees on the scale as between attorney and one's own client, including collection commission. Tracing fees and the like.
17. I/We by my/our signature/s hereto (if the applicant is a Company and/or Corporation) do hereby bind myself/ourselves jointly and severely in our corporal capacities as surety and co-principal debtor with the applicant to the creditor for the payment to the creditor by the applicant of all sums of money and the fulfilment of all applicant's obligations to the creditor from whatever cause arising. This guarantee shall be a continuing guarantee and I/we can only be released in writing by the creditor who will be obliged to release me/us in writing in the event of the applicant and/or ourselves settling the applicant's account with the creditor in full. I/We hereby renounce the benefits of the legal exceptions "non-cau sedebiti" "ordinisseu excussion is et dividion is" and "cession of action" with the force and meaning and effect which I/we

declare myself/ourselves to be fully acquainted.

I/we also acknowledge that any certificate issued in pursuance of paragraph 12 above shall be binding upon me/us in any action brought against me/us as surety and co- principal debtor.

18. I/We warrant that I/We are duly authorized to represent the applicant and to bind the applicant to these terms and conditions of sale.
19. If BurGerS Equipment & Spares should agree to accept returns against this document 10% handling chargers shall be levied against such a return. Goods returned for credit must be returned against an official BurGerS invoice. BurGerS will not be responsible for any return of credit if these forms are not used.
20. It is accepted that BurGerS shall perform work to any vehicle part or component both serviced or repaired and shall supply and fit any spare parts or accessories or materials it feels is necessary therefore. BurGerS and its employees may at the customer's risk operate and move said vehicles on streets, freeways or elsewhere for the purposes necessary for the repair therefore, and in particular for testing, inspection, collection, or delivering the vehicle. The customer shall not hold BurGerS responsible for any loss or damage to the above vehicle, or articles left therein, caused by fire, theft, accident or any cause whatsoever.
21. QUOTATIONS: Quotations are given on the basis of immediate acceptance and subjected to the right of withdrawal or revision. If any changes in price occur by BurGerS's supplier, prices are subject to revision with or without notice. Where goods need to be imported or specially ordered, these goods are subject to the prices on the date of receipt from the supplier. No verbal estimates or quotations will be binding.