



Elgabase PTY (LTD)
Trading as

ELGABASE SECURITY DISTRIBUTORS PTY (LTD)

Registration number – 2010/017807/07

8 Short rd,
Walmer
Port Elizabeth
6065

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Walmer
6065

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www.elgabase.co.za



CONFIDENTIAL CREDIT APPLICATION

PLEASE PRINT CLEARLY IN BLOCK LETTERS

Application by

Herein referred to as “the Customer”

to enter into an agreement of trade with

Elgabase PTY (LTD)

Trading as

ELGABASE SECURITY DISTRIBUTORS PTY (LTD)

Registration number – 2010/017807/07
Herein referred to as “the Supplier”

I/WE HEREBY WISH TO MAKE AN APPLICATION FOR CREDIT FACILITIES.
IN SUPPORT OF THE APPLICATION THE FOLLOWING PARTICULARS ARE SUPPLIED:

BUSINESS CONTACT INFORMATION

FULL REGISTERED NAME OF BUSINESS: _____

TRADING NAME (IF NOT AS ABOVE): _____

HOLDING COMPANY(IF APPLICABLE): _____

COMPANY REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER (PLEASE ATTACH COPY): _____

PREVIOUS TRADING/ REGISTERED NAMES: _____

TYPE OF BUSINESS: _____ DATE OF COMMENCEMENT OF BUSINESS: _____

REGISTERED COMPANY ADDRESS AND CHOSEN DOMICILIUM ET EXECURANDI AT:

CITY: _____ CODE: _____

POSTAL ADDRESS: _____ CODE: _____

DELIVERY ADDRESS (IF NOT THE SAME AS REGISTERED ADDRESS) _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____

NAME OF PERSON RESPONSIBLE FOR PLACING ORDERS: _____

POSITION: _____ TELEPHONE NUMBER: _____

PERSON RESPONSIBLE FOR PAYING ACCOUNTS: _____

POSITION: _____ TELEPHONE NUMBER: _____

E-MAIL: _____

ARE CUSTOMER'S ORDER NUMBERS REQUIRED: _____



INITIAL

GENERAL INFORMATION

ARE THE BUSINESS PREMISES OWNED BY THE CUSTOMER? (MARK WITH A X): _____ RENTED? _____ LEASED? _____

IF RENTED OR LEASED, PLEASE FURNISH THE FOLLOWING DETAILS OF THE LANDLORD:

NAME: _____

POSTAL ADDRESS: _____

TOWN/ CITY: _____ POSTAL CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

CREDIT AND BANKING INFORMATION

ACCOUNTS ARE PAID BY(MARK WITH A X) : CHEQUE _____ ELECTRONIC FUNDS TRANSFER _____ OR OTHER MEANS _____

MAXIMUM CREDIT REQUIRED: PER MONTH R _____ CREDIT LIMIT: _____

NAME THAT APPEARS ON YOUR BANK ACCOUNT: _____

BANK NAME: _____ ACCOUNT NUMBER: _____

BANK CODE: _____ EFT CODE: _____

HAS THE BUSINESS OR ANY OF its PRINCIPALS HAD ANY JUDGEMENT AGAINST THEM? _____ IF YES LIST SEPERATELY.

HAS THE BUSINESS OR ANY OF its PRINCIPALS BEEN LIQUIDATED OR SEQUESTERED? _____ IF YES LIST SEPERATELY.

HAVE MORATORIUMS OR OFFERS OF COMPROMISE EVER BEEN MADE TO ANY CREDITORS? _____ IF YES LIST SEPERATELY.

PLEASE LIST ALL FACTORING, SECURITIES, AND SURETIES, CESSION OF DEBTORS, MORATORIUMS, NOTARIAL BONDS AND PERSONAL GUARANTEES SEPERATELY.

PLEASE LIST SECURITIES OFFERED TO SUPPORT THIS CREDIT APPLICATION: _____

AUDITOR, ACCOUNTING OFFICER OR ACCOUNTANT DETAILS

NAME: _____ TELEPHONE NUMBER: _____ FAX NUMBER: _____

ADDRESS: _____

ARE AUDITED FINANCIAL STATEMENTS AVAILABLE? (MARK WITH A X) YES _____ NO _____



INITIAL

TRADE REFERENCES

(TO BE SUPPLIERS OF GOODS AND SERVICE EXCLUDING CONTRACTS, RENTALS, LEASES ETC, FOR A MINIMUM OF SIX MONTHS)

1. COMPANY NAME: _____ TELEPHONE NUMBER: _____

AVERAGE MONTHLY PURCHASES: R _____ TERMS: _____ CREDIT LIMIT: _____

2. COMPANY NAME: _____ TELEPHONE NUMBER: _____

AVERAGE MONTHLY PURCHASES: R _____ TERMS: _____ CREDIT LIMIT: _____

3. COMPANY NAME: _____ TELEPHONE NUMBER: _____

AVERAGE MONTHLY PURCHASES: R _____ TERMS: _____ CREDIT LIMIT: _____

FULL DETAILS OF DIRECTORS / MEMBERS / SHAREHOLDERS / PROPRIETORS / TRUSTEES

1. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS AND CHOSEN DOMICILIUM ET EXERANDI AT: _____

% SHAREHOLDING / INTEREST: _____

2. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS AND CHOSEN DOMICILIUM ET EXERANDI AT: _____

% SHAREHOLDING / INTEREST: _____

3. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS AND CHOSEN DOMICILIUM ET EXERANDI AT: _____

% SHAREHOLDING / INTEREST: _____

4. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS AND CHOSEN DOMICILIUM ET EXERANDI AT: _____

% SHAREHOLDING / INTEREST: _____



INITIAL

SURETYSHIP

I/WE THE UNDERSIGNED,

NAME AND SURNAME: _____ ID# _____ SIGNATURE: _____
(Hereinafter referred to as "the First Surety")

ADDRESS AND CHOSEN DOMICILIUM ET EXECURANDI AT: _____

AND

NAME AND SURNAME: _____ ID# _____ SIGNATURE: _____
(Hereinafter referred to as "the Second Surety")

ADDRESS AND CHOSEN DOMICILIUM ET EXECURANDI AT: _____

AND

NAME AND SURNAME: _____ ID# _____ SIGNATURE: _____
(Hereinafter referred to as "the Third Surety")

ADDRESS AND CHOSEN DOMICILIUM ET EXECURANDI AT: _____

DO HEREBY BIND MYSELF/OURSELVES, UNDER RENUNCIATION OF THE BENEFITS OF THE LEGAL EXCEPTIONS OF "EXCUSSION" AND "DIVISION", AS SURETY/IES AND CO-PRINCIPAL DEBTOR/S IN SOLIDUM TO ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS COMPANY NUMBER: 2010/017807/07 (HEREINAFTER REFERRED TO AS "THE CREDITOR" FOR THE PAYMENT ON DEMAND OF ALL SUMS OF MONEY WHICH THE ABOVEMENTIONED APPLICANT, NAMELY

(HEREAFTER REFERRED TO AS "THE DEBTOR") MAY NOW AND FROM TIME TO TIME HEREAFTER OWE OR BECOME INDEBTED UNTO THE CREDITOR IN RESPECT OF GOODS SOLD AND DELIVERED BY THE CREDITOR TO THE DEBTOR.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__



INITIAL

STANDARD CONDITIONS OF AGREEMENT – PAGE 1/2

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS COMPANY NUMBER: 2010/017807/07 (hereinafter called "The Supplier") and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of The Supplier; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS COMPANY NUMBER: 2010/021513/07 and (g) these terms apply to all servants and subcontractors of The Supplier
- 2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by The Supplier at its business addresses in 8 Short rd Walmer, Port Elizabeth, South Africa.
- 2.2 Any order only becomes final and binding on receipt and acceptance of such order by The Supplier
3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to and agrees that these Standard Conditions will apply in the exact same way to him / her.
4. The Customer acknowledges that it does not rely on any representations made by The Supplier in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by The Supplier in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by The Supplier.
- 5.1 The Customer agrees that neither nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
- 5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 5.4 reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.
- 6.1 All quotations will remain valid for a period of 10 days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.
- 6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by The Supplier and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of before acceptance of the order.
- 6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by The Supplier or any independent auditor and such certificate shall be final and binding on the Customer.
- 6.4 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 6.5 Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled.
- 6.6 shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
- 6.7 shall be entitled to invoice each delivery / performance actually made separately.
- 6.8 Any delivery note, waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by The Supplier shall be prima facie proof that delivery was made to the Customer.
- 6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. may recover insurance premiums from the Customer for such ordered and uninsured goods.
- 6.10 Delivery, installation and performance times quoted are merely estimates and are not binding on The Supplier
- 6.11 If agrees to engage a third party to transport the goods, is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by The Supplier.
- 6.12 The Customer indemnifies against any claims that may arise from such agreement in clause 6.11 against The Supplier
- 6.13 Repair times and repair costs given are merely estimates and are not binding on
- 6.14 Any item handed in for repair may be sold by The Supplier to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6.15 All goods taken on an evaluation, approval, demonstration or consignment basis by the Customer are deemed sold if not returned within 10 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
- 6.16 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to The Supplier.
- 6.17 The Customer shall indemnify against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer.
- 7.1 New goods are guaranteed according to the Manufacturer's product specific warranties from date of delivery only and all other guarantees including common law guarantees are hereby specifically excluded. Services are guaranteed for a period of 3 months against faulty workmanship and parts are guaranteed according to the Manufacturer's product specific warranties.
- 7.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of THE SUPPLIER.
- 7.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given written notice by prepaid registered post of such breach or defect, and has afforded at least 30 days to rectify such defect or breach.
- 7.4 To be valid, claims must be supported by the original delivery note.
- 7.5 The Customer shall return any defective moveable goods to the premises of at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.
- 7.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than or should the goods be used or stored outside the Manufacturer's specifications.
- 7.7 Any item delivered to shall serve as a pledge in favour of for present and past debts and shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
- 8.1 Under no circumstances shall be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
- 8.2 Under no circumstances shall be liable for any damage arising from any misuse, abuse or neglect of the goods or services.
9. Delivery of the goods or services to the Customer shall take place at the place of business of THE SUPPLIER.
- 10.1 The Customer agrees that the amount contained in a Tax Invoice issued by THE SUPPLIER shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within the granted credit period as specified on the Credit Application from the end of the month in which a Tax Invoice has been issued by THE SUPPLIER.
- 10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of or at such other place may designate in writing.
- 10.3 The risk of payment by cheque through the post rests with the Customer.
- 11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by THE SUPPLIER, reduced to writing and signed by the Customer and a duly authorised representative of ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS.
- 11.2 The Customer is not entitled to set off any amount due to the Customer by ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS against this debt.
- 11.3 All discounts shall be forfeited if payment in full is not made on the due date.
- 12.1 The Customer agrees that the amount due and payable to may be determined and proven by a certificate issued and signed by any director or manager or member or partner of ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.
- 12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the Usury Act on any moneys past due date to and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
- 13.2 The Customer expressly agrees that no debt owed to by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.
- 14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right may be entitled to in terms of this Agreement or in law. reserves its right to stop supply immediately on cancellation or on non-payment.
- 14.2 A Credit Approved Customer will forfeit its approval when payment is not made according to the conditions of 10.1(b) and all amounts then outstanding shall immediately become due and payable.
- 14.3 shall be entitled to withdraw credit facilities at any time within its sole discretion.
- 15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuer after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 15.2 The Customer irrevocably authorises to enter its premises to repossess any goods delivered and indemnifies completely against any damage whatsoever relating to the removal of repossessed goods.
- 15.3 In the event of cancellation of the Agreement by ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
- 16.1 All goods supplied remain the property of ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS until such goods have been fully paid for whether such goods are attached to other property or not.
- 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of in the goods.
- 16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS.
- 17.1 The Customer shall be liable to for all legal expenses on the attorney-and-own-client scale of an attorney and counsel incurred by in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that may demand.
- 17.2 The Customer agrees that will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
18. The Customer agrees that no indulgence whatsoever by ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS will affect the terms of this Agreement or any of the rights of and such indulgence shall not constitute a waiver by ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS in respect of any of its rights herein. Under no circumstances will be estopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that shall have the right to institute any legal action in either the Magistrate's Court or the Transvaal Provincial Division of the High Court at its sole discretion.
- 20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
- 20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 20.3 The Customer undertakes to inform in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 20.4 The Customer hereby consents to the storage and use by ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS of the personal information that it has provided to for establishing its credit rating and to disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
21. The Customer agrees to the Standard Rates of for any goods or services rendered, which rates may be obtained on request.
22. The invalidity of any part of this Agreement shall not affect the validity of any other part.
23. Any order is subject to cancellation by ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS due to Acts of God from any cause beyond the control of ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. Any order is subject to cancellation by ELGABASE PTY (LTD) TRADING AS ELGABASE SECURITY DISTRIBUTORS if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. This Agreement and its interpretation are subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in 19.

STANDARD CONDITIONS OF AGREEMENT – PAGE 2/2

I/We the undersigned hereby:

- i) Accept that I/we shall be responsible for all costs (including attorneys and client fees where applicable) involved in the recovery of any overdue amount owed by me/us and shall pay interest charged, the same as prime bank rate.
- ii) Warrant that I/we am/are duly authorised by the debtor to make this application on its behalf and that the above information is true and correct.
- iii) Agree that I/we have read and understood the standard conditions of agreement and agree to be bound by it.
- iv) Agree that the standard conditions of agreement of this account will be in accordance with ELGABASE PTY(LTD) TRADING AS ELGABASE SECURITY DISTRIBUTOR's standard conditions of agreement.
- v) Acknowledge and agree that by my/our signature hereto I/we bind myself/ourselves as surety and co-principal debtor unto and in favour of the creditor for the due payment by the debtor of all amounts which may now or at any time hereafter become payable by the debtor to the creditor in standard conditions of agreement attached.
- vi) Agree that payment is due in 30 days from statement.

I am duly authorised to sign on behalf of "the customer"

Name and Surname: _____ ID# _____ Signature: _____ Date: _____

Name and Surname: _____ ID# _____ Signature: _____ Date: _____

Name and Surname: _____ ID# _____ Signature: _____ Date: _____

Witness:

Name and Surname: _____ Signature: _____



INITIAL