

CONFIDENTIAL CREDIT APPLICATION



Application by

_____ herein referred to as "the Customer"

to enter into an agreement of trade with

Afrisource Procurement cc. T/A **So-Ca Distribution**
herein referred to as "the Supplier"

I/We hereby wish to make 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: _____

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: _____

ARE CUSTOMER'S ORDER NUMBERS REQUIRED: _____

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 IT'S PRINCIPALS HAD ANY JUDGEMENT AGAINST THEM? _____ IF YES LIST SEPERATELY.

HAS THE BUSINESS OR ANY OF IT'S 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, 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 _____

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 / TRUSTESS

1. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS: _____

_____ CODE: _____ % SHAREHOLDING / INTEREST: _____

2. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS: _____

_____ CODE: _____ % SHAREHOLDING / INTEREST: _____

3. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS: _____

_____ CODE: _____ % SHAREHOLDING / INTEREST: _____

4. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS: _____

_____ CODE: _____ % SHAREHOLDING / INTEREST: _____

5. FULL NAME: _____ ID NUMBER: _____

RESIDENTIAL ADDRESS: _____

_____ CODE: _____ % SHAREHOLDING / INTEREST: _____

CONT ON PAGE 4

INITIAL

SIGNATORIES

I/ WE, THE UNDERSIGNED 1) _____ 2) _____

IN MY/ OUR CAPACITY AS 1) _____ 2) _____

AND BEING AN AUTHORISED REPRESENTATIVE(S) OF THE CUSTOMER, HEREBY DECLARE/ DECLARES AS FOLLOWS:

THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT, AND I/ WE UNDERTAKE TO NOTIFY IN WRITING, ANY CHANGE OF DETAILS SHOWN HEREIN, INCLUDING CHANGE OF OWNERSHIP, NAME, OR ADDRESS, WITHIN SEVEN WORKING DAYS OF THE CHANGE.

I/ WE HAVE RECEIVED A COPY OF THE "TERMS AND CONDITIONS OF TRADE". WE AGREE THAT ALL BUSINESS BETWEEN US (WHETHER UNDER QUOTATION, ORDER, CONTRACT OF SALE, OR OTHERWISE) SHALL BE IN THE TERMS OF THE SAID AGREEMENT AND / OR THOSE TERMS CONTAINED HEREIN, WHICHEVER ONE IS AUTHORITATIVE.

THERE ARE _____ (_____) SEPARATE SHEETS ATTACHED TO THIS DOCUMENT.

THE UNDERSIGNED ACCEPT / S THE TERMS AND CONDITIONS OF TRADE. THE CUSTOMER ACKNOWLEDGES THAT ANY AMOUNT DUE FOR GOODS OR SERVICES WILL BE DUE UNCONDITIONALLY WITHIN THE CREDIT PERIOD GRANTED FROM THE DATE OF A TAX INVOICE ISSUED BY THE SUPPLIER. THE CUSTOMER HEREBY DECLARES THAT CHEQUES WILL NOT BE ISSUED IN PAYMENT UNLESS THERE ARE SUFFICIENT FUNDS AVAILABLE AND THAT SUCH FUNDS WILL REMAIN AVAILABLE IN ORDER THAT ALL CHEQUE PAYMENTS WILL BE HONOURED AND THAT UNDER NO CIRCUMSTANCES WILL PAYMENT OF ANY CHEQUE BE STOPPED.

I / WE, THE UNDERSIGNED, DO HEREBY BIND MYSELF / OURSELVES JOINTLY AND SEVERALLY AS SURETY / SURETIES FOR AND ON BEHALF OF THE CO- PRINCIPAL DEBTOR / DEBTORS IN SOLIDUM FOR THE FULL AMOUNT OUTSTANDING ON DEMAND BY THE SUPPLIER.

SIGNED ON THIS _____ DAY OF _____ 20 _____
DAY MONTH YEAR

SIGNATURE FULL NAME I DENTITY NUMBER

FOR OFFICE USE ONLY	
REFERENCES CHECKED BY: _____	____/____/____
ACCOUNT APPROVED BY: _____	____/____/____
ACCOUNT NUMBER: _____	
TERMS: _____	CREDIT LIMIT R _____
PROCESSED BY: _____	____/____/____
CUSTOMER NOTIFIED BY: _____	____/____/____

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 IN THIS AGREEMENT -

1.2 CLAUSE HEADINGS ARE FOR CONVENIENCE AND SHALL NOT BE USED IN ITS INTERPRETATION;

1.3 UNLESS THE CONTEXT CLEARLY INDICATES A CONTRARY INTENTION -

1.3.1 AN EXPRESSION WHICH DONATES -

1.3.1.1 ANY GENDER INCLUDES THE OTHER GENDERS;

1.3.1.2 A NATURAL PERSON INCLUDES AN ARTIFICIAL PERSON AND VICE VERSA;

1.3.1.3 THE SINGULAR INCLUDES THE PLURAL AND VICE VERSA;

1.3.2 THE FOLLOWING EXPRESSIONS SHALL BEAR THE MEANINGS ASSIGNED TO THEM BELOW AND COGNATE EXPRESSIONS BEAR CORRESPONDING MEANINGS -

1.3.2.1 "CUSTOMER" - SHALL MEAN THE PERSON WHOSE NAME APPEARS ON THE CUSTOMER APPLICATION ANNEXED HERETO, ADJACENT TO THE CAPTION "REGISTERED NAME OF CUSTOMER", OR IF NO SUCH APPLICATION IS ANNEXED HERETO, OR NO NAME APPEARS THEREON, OR IN ANY OTHER CIRCUMSTANCES, ANY PERSON OR PERSONS AT WHOSE REQUEST OR ON WHOSE BEHALF THE SUPPLIER UNDERTAKES TO SUPPLY ANY GOODS, DO ANY BUSINESS, OR PROVIDE ANY ADVICE OR SERVICE;

1.3.2.2 "SIGNATORY" - SHALL MEAN THE INDIVIDUAL WHO SIGNS THIS AGREEMENT AND THE ANNEXED CUSTOMER APPLICATION ON BEHALF OF THE CUSTOMER;

1.3.2.3 "SUPPLIER" - SHALL MEAN SO-CA DISTRIBUTION (SOUTH CAPE DISTRIBUTION)

1.3.2.4 "GOODS" - SHALL MEAN ANY GOODS OR SERVICES OF WHATSOEVER NATURE THAT ARE SUPPLIED BY THE SUPPLIER TO THE CUSTOMER IN TERMS OF THIS AGREEMENT;

1.3.2.5 "INVOICE PRICE" - SHALL MEAN THE PRICE REFLECTED ON THE SUPPLIER'S INVOICE AND ANY ADDITIONAL CHARGES AND TAXES WHICH MAY OR MAY NOT BE REFLECTED ON THE SUPPLIER'S INVOICE;

1.3.2.6 "THIS AGREEMENT" - SHALL MEAN THE ENTIRETY OF THIS AGREEMENT INCLUDING ANNEXURE CURRENTLY ATTACHED OR TO BE ATTACHED TO THIS AGREEMENT IN THE FUTURE.

2. THESE TERMS AND CONDITIONS TO PREVAIL

2.1 IT IS RECORDED THAT THE ONLY BASIS UPON WHICH THE SUPPLIER IS PREPARED TO DO BUSINESS WITH THE CUSTOMER IS THAT, NOTWITHSTANDING ANYTHING IN THE CUSTOMER'S ENQUIRY, ACCEPTANCE, ORDER OR OTHER DOCUMENTATION OR DISCUSSION/S TO THE CONTRARY, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL CONSTITUTE THE SOLE TERMS OF THE AGREEMENT BETWEEN THE SUPPLIER AND THE CUSTOMER AND SHALL OPERATE IN RESPECT OF ANY AND ALL BUSINESS BETWEEN THE CUSTOMER AND THE SUPPLIER.

2.2 ALL AND ANY BUSINESS UNDERTAKEN, INCLUDING ANY ADVICE, INFORMATION OR SERVICE PROVIDED WHETHER GRATUITOUSLY OR NOT BY THE SUPPLIER IS AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND EACH TERM AND CONDITION SHALL BE DEEMED TO BE INCORPORATED IN AND TO BE A TERM AND CONDITION OF ANY AGREEMENT BETWEEN THE SUPPLIER AND THE CUSTOMER.

2.3 TO THE EXTENT THAT THIS AGREEMENT APPEARS ON THE REVERSE SIDE OF AN INVOICE OR ANY OTHER DOCUMENTATION OF THE SUPPLIER AND THERE IS NO RELEVANT CUSTOMER APPLICATION THE CUSTOMER SHALL BE DEEMED TO BE THE PERSON TO WHOM THE INVOICE OR OTHER DOCUMENT IS ADDRESSED, AND THE SIGNATORY SHALL BE DEEMED TO BE THE PERSON SIGNING THE INVOICE OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS APPLYING MUTATIS MUTANDIS TO SUCH PERSON AND SIGNATORY.

3. NO VARIATIONS OR AMENDMENTS

3.1 THIS AGREEMENT CONSTITUTES THE WHOLE AGREEMENT BETWEEN THE CUSTOMER AND THE SUPPLIER RELATING TO THE SUBJECT MATTER HEREOF. UNLESS THE CONTEXT INDICATES OTHERWISE THIS AGREEMENT INCORPORATES, MUTATIS MUTANDIS, ALL AND ANY CUSTOMER AGREEMENTS OPERATIVE BETWEEN THE PARTIES IMMEDIATELY PRIOR TO THE DATE OF LAST SIGNATURE.

3.2 SUBJECT TO WHAT IS SET OUT IN CLAUSE ABOVE, IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND ANY CUSTOMER AGREEMENTS (IF ANY), AT ANY TIME, THE PROVISIONS OF THIS AGREEMENT SHALL PREVAIL.

3.3 NO AMENDMENT, VARIATION OR CONSENSUAL CANCELLATION OF THIS AGREEMENT OR ANY PROVISION OR TERM THEREOF, OR OF ANY AGREEMENT, BILL OF EXCHANGE OR OTHER DOCUMENT ISSUED OR EXECUTED PURSUANT TO, OR IN TERMS OF, THIS AGREEMENT AND NO SETTLEMENT OF ANY DISPUTES ARISING UNDER THIS AGREEMENT AND NO EXTENSION OF TIME, WAIVER OR RELAXATION OR SUSPENSION OF ANY OF THE PROVISIONS OR TERMS OF THIS AGREEMENT OR OF ANY AGREEMENT, BILL OF EXCHANGE OR OTHER DOCUMENT ISSUED PURSUANT TO OR IN TERMS OF THIS AGREEMENT SHALL BE BINDING UNLESS RECORDED IN A WRITTEN DOCUMENT SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE SUPPLIER. ANY SUCH EXTENSION, WAIVER, RELAXATION OR SUSPENSION WHICH IS SO GIVEN OR MADE SHALL BE STRICTLY CONSTRUED AS RELATING STRICTLY TO THE MATTER IN RESPECT WHEREOF IT WAS MADE OR GIVEN.

3.4 NO EXTENSION OF TIME, WAIVER OR RELAXATION OF ANY OF THE PROVISIONS OR TERMS OF THIS AGREEMENT OR ANY AGREEMENT, BILL OF EXCHANGE OR OTHER DOCUMENT ISSUED OR EXECUTED PURSUANT TO OR IN TERMS OF THIS AGREEMENT, SHALL OPERATE AS AN ESTOPPEL AGAINST THE SUPPLIER IN RESPECT OF ITS RIGHTS UNDER THIS AGREEMENT, NOR SHALL IT OPERATE SO AS TO PRECLUDE THE SUPPLIER THEREAFTER FROM EXERCISING ITS RIGHTS STRICTLY IN ACCORDANCE WITH THIS AGREEMENT.

3.5 THE SUPPLIER SHALL NOT BE BOUND BY ANY EXPRESS OR IMPLIED TERM, REPRESENTATION, WARRANTY, PROMISE OR THE LIKE NOT RECORDED HEREIN, WHETHER IT INDUCES THE CONTRACT BETWEEN THE SUPPLIER AND THE CUSTOMER OR NOT.

3.6 NO PERSON OTHER THAN A DULY AUTHORISED MANAGER OF THE SUPPLIER HAS ANY AUTHORITY TO DELETE, AMEND OR IN ANY RESPECT VARY ANY OF THESE CONDITIONS OR ACCEPT ANY OTHER CONDITIONS OR AGREE TO A CONSENSUAL CANCELLATION HEREOF.

4. QUOTATIONS

4.1 ANY QUOTATION GIVEN IS NOT AN OFFER BY THE SUPPLIER TO SELL THE GOODS BUT CONSTITUTES AN INVITATION BY THE SUPPLIER TO THE CUSTOMER TO DO BUSINESS WITH THE SUPPLIER.

4.2 A QUOTATION MAY BE REVOKED AT ANY TIME BY THE SUPPLIER.

4.3 THE SUPPLIER MAY ACCEPT OR REJECT, IN WHOLE OR IN PART, ANY ORDER PLACED UPON IT BY THE CUSTOMER PURSUANT TO THE QUOTATION. ACCORDINGLY, A CONTRACT SHALL ONLY COME INTO FORCE BETWEEN THE SUPPLIER AND THE CUSTOMER IF, AFTER RECEIPT BY THE SUPPLIER OF THE CUSTOMER'S ORDER OR ACCEPTANCE OF THE QUOTATION, THE SUPPLIER CONFIRMS TO THE CUSTOMER THAT SUCH A CONTRACT HAS BEEN CONCLUDED OR IF THE SUPPLIER SUPPLIES, OR TENDERS TO SUPPLY THE GOODS IN QUESTION TO THE CUSTOMER.

4.4 THE QUOTATION IS BASED ON RATES RULING AT THE DATE OF QUOTATION.

5. PLACING OF ORDERS

5.1 IF TELEPHONE ORDERS ARE PLACED BY THE CUSTOMER, THE SUPPLIER MAY REQUIRE SUCH ORDERS TO BE CONFIRMED IN WRITING BY THE CUSTOMER, PRIOR TO ACCEPTANCE BY THE SUPPLIER.

5.2 ANY ORDER SHALL UPON ACCEPTANCE THEREOF BY THE SUPPLIER BE IRREVOCABLE BY THE CUSTOMER.

5.3 ANY VARIATION TO THE ORDERS MUST BE AGREED TO AND ACCEPTED IN WRITING.

6. INVOICE PRICE AND PAYMENT

- 6.1 ORDERS ARE ACCEPTED BY THE SUPPLIER ONLY ON THE BASIS THAT THE PRICES CHARGED WILL BE THOSE RULING AT THE DATE OF ACCEPTANCE OF THE ORDER BY THE SUPPLIER, UNLESS OTHERWISE EXPRESSLY STATED.
- 6.2 THE CUSTOMER SHALL BE OBLIGED TO PAY TO THE SUPPLIER, SIMULTANEOUSLY AND IN ADDITION TO THE INVOICE PRICE HEREIN: -
- 6.2.1 THE AMOUNT OF ANY TAX, DUTY OR OTHER CHARGE OF ANY NATURE WHATSOEVER IMPOSED BY ANY LAW, REGULATION OR ENACTMENT OF WHATSOEVER NATURE WHICH COMES INTO FORCE ON A DATE AFTER THE DATE ON WHICH ANY PRICE CHARGED IS DETERMINED;
- 6.2.2 ANY OTHER ADDITIONAL COSTS OF ANY NATURE WHATSOEVER ARISING DUE TO FACTORS BEYOND THE CONTROL OF THE SUPPLIER.
- 6.3 IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUPPLIER SHALL BE ENTITLED TO INCREASE THE INVOICE PRICE IN RESPECT OF ANY GOODS SUPPLIED IN ORDER TO MAKE PROVISION FOR ANY INCREASES IN COST ARISING AS A RESULT OF OR DURING THE PERIOD OF ANY DELAY CAUSED BY THE CUSTOMER.
- 6.4 THE INVOICE PRICE IN RESPECT OF ANY GOODS SOLD BY THE SUPPLIER TO THE CUSTOMER IN TERMS OF THIS AGREEMENT SHALL BE PAYABLE: -
- 6.4.1 BY THE CUSTOMER TO THE SUPPLIER, AT THE SUPPLIER'S HEAD OFFICE OR AT SUCH OTHER PLACE AS THE SUPPLIER MAY DIRECT FROM TIME TO TIME;
- 6.4.2 IN CASH; IN THE EVENT OF A CUSTOMER'S CHEQUE BEING DISHONOURED FOR WHATEVER REASON ALL TERMS WILL REVERT TO C.O.D (CASH ONLY) FOR A PERIOD OF SIX MONTHS;
- 6.4.3 IN SOUTH AFRICAN RAND (THE CURRENCY") WITHOUT DEDUCTION OR SET-OFF AND FREE OF ANY EXCHANGE; AND
- 6.4.4 UNTIL SUCH TIME AS A CREDIT PERIOD (IF ANY) IS APPROVED BY THE SUPPLIER ALL GOODS SOLD BY THE SUPPLIER TO THE CUSTOMER AT THE CUSTOMER'S SPECIAL INSTANCE AND REQUEST AND ALL AMOUNTS THAT FALL DUE IN TERMS OF THIS AGREEMENT SHALL BE PAID BY THE CUSTOMER CASH ON ORDER BASIS ONLY.
- 6.5 AFTER THE COMPLETION OF THE CUSTOMER APPLICATION BY THE CUSTOMER THE SUPPLIER AT ITS OWN DISCRETION BE ENTITLED TO -
- 6.5.1 MAKE SUCH ENQUIRIES AS IT MAY DEEM NECESSARY TO DETERMINE WHETHER OR NOT TO GRANT THE CUSTOMER CREDIT AS APPLIED FOR IN THE CUSTOMER APPLICATION, OR ON ANY OTHER TERMS, OR AT ALL;
- 6.5.2 DETERMINE WHETHER OR NOT TO GRANT THE CUSTOMER CREDIT AS APPLIED FOR IN THE CUSTOMER APPLICATION, AND
- 6.5.3 INFORM THE CUSTOMER OF THE DETERMINATION MADE PURSUANT TO ABOVE.
- 6.6 UNTIL A DETERMINATION IS MADE BY THE SUPPLIER ANY GOODS SUPPLIED BY THE SUPPLIER TO THE CUSTOMER SHALL BE SUPPLIED ON A CASH ON ORDER BASIS ONLY.
- 6.7 THE SUPPLIER SHALL NOT BE OBLIGED TO MAKE A DETERMINATION IN TERMS OF ABOVE AND TO THE EXTENT THAT IT DOES NOT, ANY GOODS SUPPLIED BY THE SUPPLIER TO THE CUSTOMER SHALL BE SUPPLIED ON A CASH ON ORDER BASIS ONLY.
- 6.8. IN THE EVENT THAT THE SUPPLIER GRANTS THE CUSTOMER A CREDIT PERIOD PAYMENT MUST BE MADE WITHIN THE CREDIT PERIOD AS OF THE DATE OF STATEMENT AND SHOULD THE LAST DAY OF THE CREDIT PERIOD FALL ON A WEEKEND OR PUBLIC HOLIDAY, PAYMENT SHOULD BE MADE ON THE PREVIOUS FRIDAY OR THE FIRST WORKING DAY PRIOR TO SUCH PUBLIC HOLIDAY/S OR WEEKEND AS THE CASE MAY BE.
- 6.9 THE CUSTOMER SHALL PROVIDE AT ITS COST THE NECESSARY LABOUR, EQUIPMENT OR FACILITIES REQUIRED FOR THE OFF-LOADING OF GOODS.
- 6.10 THE CUSTOMER HAS NO RIGHT TO WITHHOLD, DEFER OR SET OFF PAYMENT FOR ANY REASON WHATSOEVER NOR SHALL ANY PAYMENT BE WITHHELD BY VIRTUE OF ANY ALLEGED COUNTERCLAIM AGAINST THE SUPPLIER BY THE CUSTOMER.
- 6.11 IN THE EVENT THAT THE CUSTOMER FAILS, FOR WHATSOEVER REASON, TO EFFECT PAYMENT OF ANY AMOUNT/S DUE TO THE SUPPLIER, TIMEOUSLY, IN TERMS OF THIS AGREEMENT, IT SHALL BE IRREVOCABLY AND UNCONDITIONALLY FORFEIT THE SETTLEMENT DISCOUNT AGREED ON.

7. RISK

- 7.1 THE RISK OF DAMAGE TO OR DESTRUCTION OF GOODS PASSES TO THE CUSTOMER ON DELIVERY THEREOF BY THE SUPPLIER TO THE CUSTOMER OR ITS AGENT OR WHEN THE GOODS HAVE BEEN MADE AVAILABLE FOR COLLECTION BY THE SUPPLIER OR ITS AGENTS (COLLECTIVELY REFERRED TO AS "DELIVERY").
- 7.2 ON DELIVERY THE CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THE GOODS ORDERED BY IT, WHICH GOODS WILL BE DEEMED TO BE IN PROPER ORDER AND FREE OF DEFECTS.

8. DELIVERY

- 8.1 PARTIAL DELIVERY SHALL NOT EFFECT THE PAYMENT PERIOD WHERE A CREDIT PERIOD HAS BEEN APPROVED AND WHERE NO CREDIT PERIOD HAS BEEN APPROVED THE CUSTOMER SHALL PAY THE FULL INVOICE PRICE, NOTWITHSTANDING PARTIAL DELIVERY.
- 8.2 ANY DELIVERY DATE INDICATED BY THE SUPPLIER SHALL MERELY BE REGARDED AS THE ESTIMATED DATE OF DELIVERY AND SHALL NOT BIND THE SUPPLIER TO EFFECT DELIVERY ON OR NEAR SUCH DATE.
- 8.3 THE CUSTOMER SHALL ACCEPT DELIVERY WHENEVER IT IS TENDERED AND SHALL NOT BE ENTITLED TO RESILE FROM THE AGREEMENT NOR TO WITHHOLD OR DEFER ANY PAYMENT NOR TO A REDUCTION IN PRICE NOR TO ANY OTHER RIGHT OR REMEDY AGAINST THE SUPPLIER, ITS SERVANTS, AGENTS OR ANY OTHER PERSONS FOR WHOM IT IS LIABLE IN LAW (IN WHOSE FAVOUR THIS CONSTITUTES AN STIPULATION ALTERI) WHETHER FOR LOSSES, COSTS, DAMAGES, EXPENSES, INTEREST OR OTHERWISE (NOT LIMITED EJUSDEM GENERIS) ON ACCOUNT OF DELAYS IN EFFECTING DELIVERY, PARTIAL DELIVERY OR NON-DELIVERY, WHETHER OCCASIONED BY ANY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACT OR OMISSION ON THE PART OF THE SUPPLIER, ITS SERVANTS, AGENTS OR ANY OTHER PERSONS FOR WHOM IT IS LIABLE IN LAW, OR NOT.
- 8.4 IF DELIVERY OF ANY PARTICULAR ORDER IS TO BE EFFECTED IN CONSIGNMENTS, THE SUPPLIER SHALL NOT BE OBLIGED TO DELIVER ANY PART OF THE ORDER UNTIL THE INVOICE PRICE WHICH IS DUE IN RESPECT OF THE PART OF THE ORDER WHICH HAS ALREADY BEEN DELIVERED HAS BEEN PAID. ALL INVOICES (P.O.D) MUST BE STAMPED WITH THE CUSTOMERS OFFICIAL STAMP.
- 8.5 THE SUPPLIER SHALL HAVE THE RIGHT TO DELIVER ANY PORTION OF THE GOODS SOLD WITHOUT DELIVERY, OR MAKING PROVISION FOR DELIVERY OF ALL THE GOODS SOLD, AND TO INVOICE THE CUSTOMER THEREFORE AND THE CUSTOMER SHALL ACCEPT SUCH GOODS WHEN TENDERED.
- 8.6 IF THE GOODS ARE TO BE DELIVERED BY ROAD, THE CUSTOMER SHALL BE OBLIGED TO PROCURE THAT THE DELIVERY DESTINATION SHALL BE EASILY ACCESSIBLE TO ROAD TRANSPORT VEHICLES. THE CUSTOMER SHALL BE RESPONSIBLE FOR OFF-LOADING THE GOODS AT THE DELIVERY DESTINATION. IF THE GOODS ARE TO BE DELIVERED BY RAIL, THE CUSTOMER SHALL BE RESPONSIBLE FOR COLLECTION OF THE GOODS AT THE RAILHEAD.

FOR THE CUSTOMER
WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED HERETO