



**Shiman (Pty) Ltd**  
 Reg. No. 2005/004200/07  
 VAT No. 4670221649

☎ (+27 11) 635 3000  
[debtors@shiman.co.za](mailto:debtors@shiman.co.za)  
[admin@shiman.co.za](mailto:admin@shiman.co.za)

📍 957, IRENE, 0062  
 Agrisuperior Industrial Park  
 Corner Porcelain Road and M57  
 Olifantsfontein, 1666

**APPLICATION FOR ACCOUNT  
 INCLUDING GENERAL TERMS AND CONDITIONS OF SALE**

**Private and Confidential**

I/We hereby apply for account facilities ("Account") with Shiman (Pty)Ltd (Reg. No. 2005/004200/07) ("Shiman"). In support of the application the following particulars are furnished.

<b>Please mark with (X) the relevant legal entity applying for the Account:</b>		
Registered Company	<input type="checkbox"/>	Complete Sections A, B, E and F
Close Corporation	<input type="checkbox"/>	Complete Sections A, B, E and F
Private Individual / Sole Proprietor	<input type="checkbox"/>	Complete Sections A, C and E
Partnership	<input type="checkbox"/>	Complete Sections A, C and E
Trusts	<input type="checkbox"/>	Complete Sections A, B, E and F

**SECTION A: (To be completed by all Customers)**

Full legal name of Customer	
Trading name of Customer (if different from legal name)	

**(FOR OFFICE USE ONLY):**

CUSTOMER TYPE		APPROVED CREDIT LIMIT	
REP CODE		AREA	
VAT CODE		APPROVED DATE	
TERMS		APPROVED SIGNATURE	

**SECTION A: (To be completed by ALL)**

VAT Registration Number	
Principal address where Customer conducts its business, which will also be its <i>domicilium</i> address	
Delivery address if different to above	
Postal address	
Telephone No	
Fax No	
Email Address	
Principal Address rented or owned by Customer?	
Name & address of landlord	
How long have you occupied present premises?	
Name of Bankers	
Branch No	
Address	
Phone No	
Account Name	
Type of Account	
Account No	
Date account was opened	

**Contact Details for Accounts:**

Name & Surname		Contact number		E-mail address:	
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**Contact Details for Orders:**

Name & Surname		Contact number		E-mail address:	
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**SECTION B: (Registered Company or Close Corporation)**

Registered Office Address	
Company/Corporation's Registration Number	
Date of incorporation	
Name of Holding Company if subsidiary	
Trading Name if different from Registered Name	
Trading Address if different from Registered Address	
Nature of Business	

Auditors/Accountants of the Company/Corporation	
Name	
Telephone Number	
Address	

Directors/Members of Company/Corporation		
Name	Name	Name
Residential Address	Residential Address	Residential Address
Phone No	Phone No	Phone No
ID No/Date of Birth	ID No/Date of Birth	ID No/Date of Birth

**SECTION C: (Partnership or Sole Proprietor/Other)**

Date of commencement of Business	
Nature of Business	

Who represents the Customer in making this application?	
Full Name and Surname	
Identity Number/Passport Number and date of birth	
Residential Address	
Telephone No	
Employer Details and Place of Work	
Self Employed/Unemployed	

Full details of:	Sole Proprietor / Partner A	Partner B	Partner C
Name			
Residential Address			
Phone No			
ID No/Date of Birth			
If Married, mark with (X):			
In Community of Property			
Antenuptial Contract with Accrual System			
Antenuptial Contract without Accrual System			
Full name of Spouse			
Date of Marriage			
ID No/Passport No of spouse			

Are you currently employed?			
Name of employer			
Address			
Telephone No			
Are you presently an unrehabilitated insolvent?			
Details of fixed property owned by partners/sole proprietor			
Address			
Estimated Value			
Bond Value			
Bond Holder			
Name of owner			

**SECTION D: (To be completed by Trusts)**

Date of Registration of Trust	
Trust Registration Number	

Who are the Trustees? (Full details required)			
Full Names	Identity Number	Residential Address	Telephone No. (Home)

**SECTION E: (To be completed by all Customers)**

**Save as otherwise set out herein or stipulated in terms of the National Credit Act, 2005, the Customer elects to receive documents through the following mechanisms -**

In person at the business premises of the Company	
At the following location at the Customer's cost	
By ordinary mail	
Fax	
Email	

**Trade References:**

Name of Business giving Reference	Approx. Purchase	Terms	Person giving Reference	Contact Number

**Credit limit requested:** R \_\_\_\_\_ **Monthly purchases:** R \_\_\_\_\_

**General Terms and Conditions of Sale**

In this agreement:

1. "the Company" means the company from which the goods were purchased;

"the Customer" means the person or entity applying for an Account and any person or entity that contracts with the Company for the purchase of goods;

"the goods" means the goods indicated on any company forms, documents, price lists, quotations, delivery notes, orders and invoices.

This agreement is subject to the applicable provisions of the National Credit Act, 2005 ("the Act"), the regulations hereunder and any successor act or legislation to the extent applicable in relation to the Customer. In the case of any conflict between the Act and this agreement, the provisions of the Act shall prevail.

All provisions and the various clauses and sub-clauses of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision, clause or subclause of this agreement which is or becomes unenforceable in any jurisdiction, whether due to being voided, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions, clauses and sub-clauses of this agreement shall remain of full force and effect. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**2. Price**

2.1. The price of the goods shall be the Company's relevant price current at the time of the dispatch of the goods, and does not include transportation or delivery costs.

2.2. The Company notwithstanding 2.1 has the right, from time to time, without notice to the Customer, to change the prices of its goods prior to delivery.

2.3. The price is stated exclusive of VAT.

2.4. Company price lists shall be considered merely as a guide by the Customer and the Company has the right, from time to time, or for any reason and without notice to the Customer, to change the prices of its goods without reflecting such changes on any price lists.

**3. Payment**

3.1. Payment is to be made free of bank exchange or any other set off or deduction, **30 (thirty) days from date of the Company's statement** unless otherwise agreed in writing by the parties.

3.2. In all cases where the Customer uses a postal, banking, electronic or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.

3.3. Subject to 4.1, should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer ("the principal sum") may become due, owing and payable at the Company's discretion, irrespective of the date when

the goods were purchased and the Customer may be liable to pay interest in respect of the overdue amounts at the maximum legal interest rate permissible in terms of the Act, from due date until date of payment, inclusive of the first day and exclusive of the last day, calculated daily and compounded monthly in arrears if unpaid, at the Company's discretion. For the avoidance of doubt but without double counting, it is recorded that should any interest which has accrued not be paid in full on month end, the same may be added to the principal sum, and the total will form the principal debt ("the principal debt") which shall then bear interest in the manner as set out above.

- 3.4. The Customer shall not be entitled to claim set off or deduction of any amounts due by the Company to the Customer from any cause arising against any payment due by the Customer to the Company for goods or services supplied or any other cause arising.
- 3.5. The Company may appropriate all payments made by the Customer to such accounts as it will in its sole and absolute discretion decide unless the Act applies in which case the Company must credit each payment made by the Customer firstly, to satisfy any due or unpaid interest charge, secondly, to satisfy any due or unpaid fees or charges and lastly, to reduce the amount of the principal sum owing.
- 3.6. The Company shall have the right to suspend deliveries and to exercise its rights in terms of clause 10.1 if any amount due by Customer is unpaid.
- 3.7. Acceptance of a negotiable instrument by the Company shall not be deemed to be a waiver of the Company's rights under this agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives its right to insist on notice of dishonour or protest being given to it in the event the cheque is dishonoured.

#### **4. Accounts**

- 4.1. The Company may close or withdraw an Account at any time on at least 10 business days written notice and the nature and extent of an Account shall at all times be in the Company's sole discretion. Any increases in the amounts charged to an Account shall be affected subject to the Act, to the extent applicable.
- 4.2. To the extent that the Act is applicable to this agreement, within 5 (five) business days of written request by the Customer, the Company shall deliver without charge to the Customer a statement of the amount required to settle all amounts owing under this Agreement, as calculated in accordance with clause 4.3 below, as at the date specified in the said request.
- 4.3. The statement may be delivered in terms of clause 17 below.
- 4.4. The statement is binding for a period of 5 (five) business days after delivery provided that the statement is not binding to the extent of any credits or charges to the Account after the date on which the statement was prepared.
- 4.5. To the extent that the Act is applicable to this agreement, the Customer may terminate this agreement at any time by paying the unpaid balance of the principal sum or principal debt outstanding, the unpaid interest charges and all other fees and charges payable by the Customer to the Company up to the settlement date. In the event that the Customer breaches any of its obligations in terms of this agreement, the Company shall immediately suspend the Account or terminate the Account by giving the Customer 10 (ten) business days' notice of such termination.
- 4.6. The Account limit shall, save as required for purposes of the Act (as applicable), not be deemed to be the limit of the Customer's indebtedness to the Company.

#### **5. Orders**

- 5.1. Orders by the Customer for the Company's goods shall be made in writing to such address, electronic or otherwise, as may be nominated by the Company from time to time.

5.2. Oral orders shall similarly be capable of acceptance by the Company, but the Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing.

5.3. Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Company by the delivery of the goods or by written acceptance or confirmation of the order.

5.4. The Customer shall provide the Company with a valid order number and a delivery address, unless the delivery address is the Customer's principal address indicated on the first page of this agreement, when placing any order with the Company.

5.5. The Company is not obliged to accept any orders and, at the discretion of the Company, all orders will be processed in accordance with its normal business practice, in terms of which acceptance by the Company of any order will be subject to authorization by the Company's Credit Manager.

#### **6. Delivery**

6.1. Unless the Company and the Customer agree otherwise, (which agreement remains subject to the provisions of clauses 6.3 to 6.13), delivery of the goods shall be from the Company's factory or store.

6.2. If the Company pays carriage forward on the Customer's specific instruction or special request, this shall not in any way prejudice the Company or be interpreted as appointing the hauler as agent of the Company, or as varying or waiving any of these Conditions of Sale.

6.3. If the Company should choose to deliver the goods to the Customer by road transport, the Customer must arrange off-loading of the goods at own sole risk. The risk in the goods shall pass to the Customer at the time of off-loading.

6.4. Any assistance that employees of the Company or employees of agents of the Company may render with off-loading shall be at the sole risk of the Customer, who shall be responsible for any and all damage of whatever nature caused as a result of such assistance.

6.5. If the Customer should choose to collect the goods from the Company's premises using its own or its agent's transport, such collection shall be entirely at the Customer's risk, and the Customer shall be responsible for all damage of whatsoever nature caused as a result of or during such collection or thereafter. The risk in the goods will pass to the Customer after the Company has placed them on rail or truck.

6.6. The Company shall be responsible for loading the goods onto the Customer's transport. The risk in the goods shall pass to the Customer on completion of the loading onto its transport.

6.7. The Company shall try to deliver the goods on the dates that the Customer specifies, but shall not in any way be liable for any damages that the Customer may suffer as a result of the failure by the Company or its agent to deliver the goods in time. The Customer shall not be entitled to cancel any order by reason of such delay and the Company's right to recover all monies owing to it shall not be affected by failure to effect timeous delivery.

6.8. In the event that the Company makes delivery to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.

6.9. When goods are delivered in instalments, invoices relating to separate deliveries shall be paid 30 days from date of statement (unless otherwise agreed) and no payment shall be postponed until such time as all the goods ordered have been delivered. To the extent that the Act is applicable to this agreement, prepayment of statement amounts shall be permitted without penalty and if the Customer is in arrears on its account, then 20 business days thereafter a statement of account shall be issued to the Customer, and thereafter not less frequently than every 2 months, unless no debit or credit entry was made on the account for that statement period.

- 6.10. To the extent that the Act is applicable to this agreement, the Customer may dispute all or part of any particular credit or debit entered on an Account under this Agreement or reflected in a statement by delivering a written notice to the Company whereupon the Company shall give the Customer a written notice either –
- 6.10.1. explaining the entry in reasonable detail; or
- 6.10.2. confirming that the statement was in error either in whole or in part, and setting out the revised entry, and shall not begin enforcement proceedings hereunder based on a default arising from the disputer entry –
- (a) until the Company has explained and confirmed as set out above; or
- (b) if at any time that the matter is under alternative dispute resolution procedures, or before the Tribunal in terms of section 115 of the Act.
- 6.11. If the Customer fails to take delivery of the goods ordered, or in any way delays the delivery of the goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Company the reasonable costs of storing, insuring and handling the goods, until delivery takes place upon demand.
- 6.12. In spite of anything to the contrary that the Agreement may contain, ownership of the Goods shall remain vested in the Company until it has received full payment for the Goods.
- 6.13. It may not be possible for the Company to supply the Customer with the exact quantity of Goods ordered, and the Company shall then be deemed to have fulfilled its obligations in terms of the Sale.

## 7. Errors, Shortages and Returns

- 7.1. All goods are guaranteed full mass as stated on containers and tankers on delivery and the Company shall not be liable for any loss of quality, mass or volume of goods by drying, evaporation or fault of the carrier of the Company, or the nominated carrier.
- 7.2. The Company shall not be liable for goods lost or damaged as a result of containers, whether returnable or not, becoming damaged after delivery.
- 7.3. Unless the Customer notifies the Company in writing within 24 (twenty four) hours of delivery of the goods that such goods are defective, short delivered, not in accordance with the order, damaged or that any other discrepancy exists in regard thereto, the Company shall not be liable for any of the aforesaid discrepancies; provided that such notification shall have no other probative value.
- 7.4. Subject to clause 9.3 any goods delivered by the Company to the Customer in error shall only be considered for credit by the Company if they are:
- 7.4.1. Returned undamaged by the Customer within 5 (five) days of delivery thereof, and
- 7.4.2. In their original packaging and have not been unpacked or used in part, and
- 7.4.3. Not defaced by price labels or other markings. The relevant invoice or delivery note must be quoted in respect of any goods returned by the Customer to the Company for credit.

## 8. Ownership & Risk

- 8.1. Notwithstanding that all risk in and to all goods sold by the Company to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid and in the event of a breach of these terms and conditions by the Customer or if the Customer is sequestered or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 days of the date of judgement or changes the structure of its ownership, the Company shall, without prejudice to any further rights vested in it, be entitled to take possession of the goods.
- 8.2. Goods in the possession of the Customer bearing the Company name, trademarks and labels shall be deemed to be those for which payment has not yet been made and should any breach of

these terms occur, may be repossessed by the Company in terms of para 8.1.

- 8.3. The Customer shall fully insure the goods purchased from the Company against loss or damage (to a maximum amount equal to the Customer's outstanding obligations in terms of this agreement, to the extent that the Act is applicable to this agreement), until the full purchase price has been paid by the Customer for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy selected by the Customer relating to the insurance of such goods are ceded to the Company.
- 8.4. The Customer shall inform the Landlord of the premises and/or all material creditors of the Customer at which the goods are kept that such goods are the sole and absolute property of the Company until such time as the full purchase price has been paid to the Company by the Customer.
- 8.5. The Customer shall at all times advise the Company in writing of the address of the premises where the goods are ordinarily kept if same is different to the Customer's principal address reflected on the first page of this agreement.

## 9. Returnable Containers and Pallets

- 9.1. The Company has the right to package and deliver goods in returnable containers and/or pallets.
- 9.2. All returnable containers supplied by the Company, together with any product, shall be charged for at the Company's ruling or usual price at the date of the Contract, and cost thereof shall be listed separately on the relevant Company documentation.
- 9.3. Returnable containers and pallets are payable at the same time as the goods packaged in the containers and pallets are paid for.
- 9.4. The return of pallets or a portion thereof, depending on the condition in which the pallets are returned to the Company, shall be refunded to the Customer by the Company after the pallets have been delivered to the Company, and the Customer may not deduct the deposit paid in respect of pallets from any amounts owing to the Company.
- 9.5. In order to ensure continuity of supply of certain goods which are packed in returnable containers the Company undertakes to refund the price charged for the returnable container, subject to a discretionary handling fee (unless the Act is applicable to this agreement), to the Customer provided that:
- 9.5.1. The returnable containers have not been used by the Customer in respect of any other products or materials other than those delivered to the Customer in the said container; and
- 9.5.2. Although the Company will endeavor to arrange for the collection of the returnable containers, the onus is on the Customer to return such containers, at its cost, in good and usable condition, without undue delay and in any event by not later than 4 (four) months after the delivery thereof to the factory or store from which they were dispatched to the Customer, or
- 9.5.3. If the Company has undertaken to collect such returnable containers, such containers shall be loaded by the Customer or its employees on the Company's vehicles at the sole risk of the Customer who shall be responsible for damage of whatsoever nature caused as a result of, or during such loading operations. If the Customer requires the loading of the containers to be effected by the Company's employees or requires assistance from the Company's employees in loading the containers then such loading shall be at the sole risk of the Customer who shall be responsible for all damage of whatsoever nature caused as a result of or during such loading.

## 10. Legal Proceedings

- 10.1. Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.
- 10.2. The Company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds



the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.

- 10.3. To the extent that the Act is applicable to this agreement, any action shall only be instituted -
- 10.3.1. once the Company has given the Customer a written notice proposing that the Customer refer the default to a debt counsellor, alternative dispute resolution agent or appropriate Consumer court, with the intent that the parties resolve the dispute or develop and agree on a plan to bring the payments under this agreement up to date; and
- 10.3.2. if the Customer has been in default for at least 20 business days and at least 10 business days, running concurrently, have elapsed since the Company delivered the notice referred to in clause 12.3.1 above to the Customer, and the Customer has not responded or has rejected the Company's proposals as set out in the said notice, in which case the Company may take such legal steps as are necessary to enforce this agreement.
- 10.4. A certificate issued and signed by any director or manager of the Company, whose authority need not be proved, in respect of any indebtedness of the Customer to the Company, delivery of the goods or in respect of any other fact, shall constitute prima facie evidence of the Customer's indebtedness to the Company and prima facie evidence of the delivery of the goods and prima facie evidence of such other fact.
- 10.5. The Customer's principal address as given on the first page of this document, shall be recognized as the Customer's *domicilium citandi et executandi (domicilium)* for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.
- 10.6. The Customer shall pay all legal costs, including attorney and own client costs, counsel's fees, tracing agent's fees and collection charges which the Company may incur in taking any steps pursuant to any breach of these conditions by the Customer.

#### 11. Arbitration

- 11.1. The Company may refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both Company and Customer. To the extent that the Act is applicable to this agreement, the Customer may refer any dispute to a Consumer court, for resolution in accordance with the Act and the provincial legislation establishing that Customer court or an alternative dispute resolution agent, for resolution by conciliation, mediation or arbitration. The Customer may also file a complaint with the National Credit Regulator. The National Credit Regulator's details are:  
(tel) (011) 647 4400, or 0860 627 627, (fax) (011) 484 6122, (email) info@NCR.org.za, (address) 11 Parklane Avenue, Parktown, JOHANNESBURG, and at PO Box 2694, Houghton, 2041.
- 11.2. The arbitrator must be a person agreed upon by the parties or, failing such agreement within 5 (five) days of a dispute being declared, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute in accordance with the Rules of the Arbitration Foundation of SA.

#### 12. Returned Goods

- 12.1. Goods sold by the Company are not returnable save at the absolute discretion of the Company. Should the Company elect to accept the return of any goods, the following will apply -
- 12.1.1. All goods returned must be complete, clean, saleable and undamaged and, where applicable, in their original packaging;
- 12.1.2. The value of the credit for goods returned will be calculated at the invoice value when the goods were purchased, less a 10% handling charge, unless the Act is applicable to this agreement.
- 12.1.3. The Credit Control Department must be notified of the relevant invoice and delivery note before any claim will be considered.
- 12.1.4. All goods are to be returned at the Customer's expense within 15 days after delivery thereof and the risk in the goods remains with the Customer until the Company receives the goods.

#### 13. Disclaimer

The Company shall not be liable for any loss of profit or any loss or damage, direct or indirect, consequential or otherwise, sustained by the Customer arising out of any defect whatsoever, latent or patent in the Products.

#### 14. Warranties and Indemnity

- 14.1. Unless specifically stated otherwise, all goods supplied will be to the Company's stated specifications.
- 14.2. Save for the warranties contained herein, the Company gives no warranties with regard to the goods and specifically excludes the warranty that the goods purchased by the Company will be suitable for the purpose for which they are intended.
- 14.3. The Company disclaims all liability to the Customer in connection with the Company's performance or the Customer's use of the goods supplied and in no event will the Company be liable to the Customer for delictual, special, indirect or consequential damages including but not limited to, loss of profits.
- 14.4. The Company will not incur any liability of whatsoever nature to the Customer or any third party for the accuracy and/or efficiency of the designs or specifications of the goods, either in respect of new or repeat orders placed by the Customer.
- 14.5. The Customer indemnifies the Company for any claims of third parties, arising out of the supply of the goods by the Customer to the third party from any cause whatsoever and however arising.

#### 15. General

- 15.1. This agreement represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer and shall also be applicable to all debts that the Customer may owe to the Company prior to the Customer's signature hereto.
- 15.2. The provisions of this agreement shall take precedence over any other terms or conditions that may be contained in any of the Customer's documentation.
- 15.3. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company (and the Customer if the Act applies). No agreement, whether consensual or unilateral or bilateral purporting to obligate the Company (and the Customer if the Act applies) to sign a written agreement to amend alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of the Company (and the Customer if the Act applies). To the extent that the Act applies to this agreement, if the parties effect an amendment to any term or provision of this Agreement, the Company shall, not later than 20 (twenty) business days after the date of this Agreement, deliver to the Customer a copy of the amended agreement, either in paper or printable electronic form, at no charge.**
- 15.4. No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of this agreement or any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of this agreement or the relevant contract.
- 15.5. The Customer shall not cede its rights nor assign its obligations.
- 15.6. The Company shall at any time in its sole discretion be entitled to cede all or any of its rights and /or assign all of its obligations in terms of this agreement, including all terms and conditions to any third party, without prior notice to the Customer.
- 15.7. Any written notice to the Company shall be addressed to The Managing Director.

15.8. The Customer undertakes to notify the Company within a period of seven days of any change of address or any changes in the information as set out in this agreement.

15.9. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.

15.10. Each of the terms herein, shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

#### 16. Disclosure of Personal Information

16.1. The Customer understands that the personal information given in this agreement is to be used by the Company for the purposes of assessing its creditworthiness. The Customer confirms that the information given by it in this credit application form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary in order to ensure the accuracy of the above information, failing which the Company will not be liable for any inaccuracies.

16.2. To the extent that the Act applies to this agreement, the Company shall give the Customer 20 business days' notice before any adverse information concerning the Customer is reported to a credit bureau and shall provide a copy of that information to the Customer upon request. The Customer hereby authorises the Company at all times to contact and request information from any persons, credit bureau or businesses, including those mentioned in the credit application form, or any statutory credit bodies and obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amount purchased from suppliers per month, length of time the Customer has dealt with such supplier, type of goods and services purchased and manner and time of payment.

16.3. To the extent that the Act applies to this agreement, if a Customer has challenged the accuracy of any information reported on it ("challenged information"), the Company shall take reasonable steps to seek evidence in support of the challenged information ("credible evidence"), and within any prescribed time after the filing of the challenge shall –

16.3.1. provide a copy of any such credible evidence to the Customer, or  
16.3.2. remove the information, and all record of it, from its files, if it is unable to find credible evidence in support of the information, unless relief is afforded in terms of a ruling of the National Customer Tribunal established by section 26 of the Act, on application by the Company.

16.4. The Customer agrees and understands that information given in confidence to the Company by a third party on the Customer will not be disclosed to the Customer, save in the event that the Company receives an adverse credit report from a credit bureau and is requested by the Customer to disclose the source of the said report.

16.5. The Customer hereby consents to and authorizes the Company at all times to furnish credit information concerning the Customer's dealings with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in its dealings with the Company, including but not limited to, information regarding the amount purchased by the Customer per month, the length of time the Customer has dealt with the Company, the type of goods and services purchased and the manner and time of payment.

16.6. The Customer has the right to contact the credit bureau, have its credit records disclosed and correct inaccurate information.

#### 17. Statements

17.1. To the extent that the Act applies to this agreement, at the request of the Customer, the Company shall deliver without charge to the Customer a statement of all or any of the following –

17.1.1. the current balance of the Customer's account;  
17.1.2. any amounts credited or debited during a period specified in the request;  
17.1.3. any amounts currently overdue and when each such amount became due; and  
17.1.4. any amount currently payable and the date it became due.

17.2. A statement requested in terms of 15.7 above shall be delivered –  
17.2.1. within 10 business days, if all the requested information relates to a period of one year or less before the request was made; or  
17.2.2. within 20 business days, if any of the requested information relates to a period of more than one year before the request was made.

17.3. A statement under the above clause may be delivered orally, in person or by telephone; or in writing, either to the Customer in person or by SMS, mail, fax, email or other electronic form of communication, to the extent that the Company is equipped to offer such facilities, as directed by the Customer when making the request.

17.4. The Company is not required to provide –  
17.4.1. a further written statement under this section if it has, within the three months prior to when the request is made, given such a statement to the Customer; or  
17.4.2. information in a statement more than three years after the account was closed.

17.5. To the extent that the Act applies to this agreement, within 5 (five) business days of written request by the Customer, the Company shall deliver without charge to the Customer a statement of the amount required to settle all amounts owing under this Agreement, as at the date specified in the said request, which statement is binding for a period of 5 (five) business days after delivery.

#### 18. Confidentiality

To the extent that the Act applies to this agreement, all information received, compiled, retained or reported and pertaining to the Customer shall be kept confidential by the Company and the Company shall –

18.1. use that information only for a purpose permitted or required in terms of the Act, other national legislation or applicable provincial legislation; and

18.2. report or release that information only to the Customer or to another person –  
18.2.1. to the extent permitted or required by the Act, other national legislation or applicable provincial legislation; or  
18.2.2. as directed by the instructions of the Customer, or an order of a court or the National Customer Tribunal established by section 26 of the Act.

18.3. To the extent that the Act applies to this agreement, the Customer may by written notice to the Company at any time after interest has been charged in terms of 3.3 above –  
18.3.1. require the Company to reduce the Account limit under this Agreement; and  
18.3.2. stipulate a maximum Account limit that the Customer is prepared to accept.

18.4. After receiving the said notice, the Company shall give the Customer written confirmation of –  
18.4.1. the new Account limit, which shall not exceed the maximum limit stipulated by the Customer, if any; and  
18.4.2. the date on which the new Account limit is to take effect, which may not be more than 30 (thirty) business days after the date of the notice from the Customer.

I, the signatory, hereby acknowledge that I have read the terms and conditions reflected above and that I fully understand the meaning and effect thereof. I further warrant that the information contained in these documents is accurate, true and correct and that I am duly authorised to act herein and to bind the Customer in terms hereof and have fully and truthfully answered all requests for information made by the Company.

SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_

NAME OF SIGNATORY: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

ID NO.: \_\_\_\_\_

WITNESS (1) : (name) \_\_\_\_\_ (signature) \_\_\_\_\_

WITNESS (2) : (name) \_\_\_\_\_ (signature) \_\_\_\_\_

<b>Documents required to accompany the Application (Mark with X when attached):</b>			
	<b>Company / Closed Corporation</b>	<b>Partnership / Sole Proprietor</b>	<b>Trusts</b>
Copy of VAT registration certificate if registered			
Copy of Identity document for all directors/members of company/closed corporation			
Copy of memorandum of incorporation / certificate to commence business			
Copy of appointment letter from Master of the High Court			
Copy of Identity document for all partners / sole proprietor / trustees			



**SECTION F: (To be completed for Companies, Closed Corporations and Trusts)**

**DEED OF SURETYSHIP**

I, the undersigned, \_\_\_\_\_

Identity Number \_\_\_\_\_

hereby bind myself as surety and co-principal debtor in favour of SHIMAN (PROPRIETARY) LIMITED, with Registration Number 2005/004200/07, any of its associated and subsidiary companies, divisions, nominees and assigns ("THE COMPANY") for the due and punctual payment of all amounts and sums of money which may now or in the future be or become due, and for the fulfillment of all the obligations which may now or in the future be or become due by:-

Registration Number \_\_\_\_\_

("THE CUSTOMER") to THE COMPANY.

I waive and renounce all benefits to which I may be entitled to arising from the legal exceptions including, but not limited to:-

1. Exclusion - the right to require THE COMPANY to proceed first against THE CUSTOMER for payment of any debt owing to THE COMPANY before proceeding against myself;
2. Cession of action - the right to require THE COMPANY to give cession of the action for payment of debts to me before any action against myself may be taken;
3. The right to an accounting from THE COMPANY;
4. The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro rata share of the principal debt.

I agree and declare that this Deed of Suretyship shall remain in full force and effect as a covering suretyship for so long as any amount shall remain owing by THE CUSTOMER to THE COMPANY and will continue to be binding upon me notwithstanding the fluctuation and temporary extinction of THE CUSTOMER's indebtedness to THE COMPANY or the fact that THE COMPANY without notice to myself varies the terms of any agreements concluded with THE CUSTOMER or grants extensions of time to THE CUSTOMER for carrying out any of its obligations.

All admissions and acknowledgments of indebtedness by THE CUSTOMER will be binding upon myself.

The amount that THE COMPANY can claim from me shall not be limited by any credit limit granted by THE COMPANY to THE CUSTOMER. Should THE CUSTOMER exceed this credit limit for whatever reason, I shall not be entitled to claim liability only for the credit limit amount.

In addition, and to the extent permitted by the National Credit Act, 2005 (the Act) (where applicable), in the event of THE COMPANY proceeding against myself for recovery of any amounts due in terms of this Deed of Suretyship, or proceeding to enforce any of its rights arising here from, then I shall be liable for the legal costs incurred by THE COMPANY on the attorney and own client scale, including Counsel fees (whether or not legal proceedings are instituted) as well as collection costs, tracing fees and any other costs incidental thereto.

Subject to section 111 and 169 of the Act, for the purpose of proving any amount alleged to be due by me to THE COMPANY, a certificate purporting to be issued by a person who describes himself/herself in such certificate as a director

or credit manager of THE COMPANY, wherein the said person states that as at a date mentioned by such person in such certificate I am indebted to THE COMPANY in an amount stated in such certificate shall, upon its mere production in any Court of Law, whether by a witness or by a legal representative acting on behalf of THE COMPANY, be prima facie proof of the truth of the contents of the said certificate.

I consent in terms of Section 45 of the Magistrate's Court Act 1944, as amended, to the non-exclusive jurisdiction of the Magistrate's Court having jurisdiction in respect of any action or proceedings which may be brought against me arising out of or relating to this Deed of Suretyship.

I hereby choose *domicilium citandi et executandi* for all purposes hereunder at the address set out below, and any notice that may require to be given to me hereunder shall be deemed to have been received by me one week after having been properly addressed and posted to me by registered post.

I attach hereto a declaration of my assets (Annexure A) and warrant that the information contained therein is true and correct. I further undertake to notify the COMPANY in writing of any additions, reductions or changes to my assets, which are recorded in the attached declaration, within 7 (seven) days from such addition, reduction or change occurring.

It is agreed that this Deed of Suretyship constitutes the whole of the agreement of suretyship between THE COMPANY and myself. No variation or cancellation of this Deed of Suretyship shall be of any force or effect unless both THE COMPANY and I sign such variation or cancellation.

It is agreed that each surety given, each paragraph, each clause, sub-clause and word in this Deed of Suretyship is severable, the one from the other. If any surety, paragraph, clause, sub-clause or word is found to be defective, unenforceable or unfair for any reason by any competent Court, the remaining sureties, clauses, paragraphs, clauses, sub-clauses and words shall be and shall continue to be of full force and effect.

To the extent required in terms of the Act, the terms and conditions governing the principal debt (provided same qualifies as a credit agreement under the Act) and secured by this Deed of Suretyship are incorporated by reference herein and shall form an integral part hereof in compliance with the provisions of the Act regulating credit guarantees.

SIGNATURE \_\_\_\_\_ FULL NAME OF SURETY: \_\_\_\_\_

OF : \_\_\_\_\_ (*domicilium*)

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

I acknowledge that this document was fully completed before I signed same

WITNESS:

FULL NAME: \_\_\_\_\_ FULL NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_ ID NUMBER: \_\_\_\_\_

**Annexure A**

**Declaration of Surety's Assets**

DESCRIPTION OF ASSET	LOCATION	VALUE	DETAILS OF ASSOCIATED LIABILITY