

APPLICATION TO COMMENCE A BUSINESS RELATIONSHIP

JADE PRECAST (PTY) Ltd. (REGISTRATION NO. 2015/437559/07
 (and/or its successors-in-title and assigns)
 (hereinafter referred to as "the Trade Creditor")



I/We hereby make application for credit facilities and for the opening of an account with yourself. In support of the application, the following particulars are furnished.

SECTION A: (To be completed by ALL applicants) (hereinafter referred to as "the Customer")			
PLEASE MARK WITH (X) THE RELEVANT LEGAL ENTITY UNDER WHICH YOU WILL OPERATE THE ACCOUNT:-			
NAME OF CUSTOMER :			
1.	PRIVATE INDIVIDUAL / SOLE PROPRIETOR		
	PARTNERSHIP		
	REGISTERED COMPANY		
	CLOSE CORPORATION/TRUSTS		
2.	(a)	The account shall be operated in the name of: Full Name(s):	
	(b)	Physical address of the account holder as above: Physical Address:	
3.	Postal Address:		Code
4.	Principal place of business:		Code
5.	Telephone Number:	Area Code	
	Fax Number:	Area Code	
	E-Mail Address:		
6.	Does the Customer trade under any other name/s?	YES	NO
	Trading Name	Address	
		Nature of Business	
7.	Who are the Auditors / Accounting Officer of the Customer?		
	Name	Address	
		P.O.Box:	
		Tel number:	
		Fax number:	
		Contact person:	
8.	Details of Applicant's Bankers:		
	(a)	Name:	
	(b)	Branch:	
	(c)	Account No:	
	(d)	Account Description:	
	(e)	Date account opened:	
9.	VAT Registration Number:		
10.	Trade References		
1.			Tel:
2.			Tel:
3.			Tel:
4.			Tel:

11.	(a) Are the Applicant's business premises rented?	YES	NO																																				
If yes, please furnish the following details of the Landlord: Postal Address: Physical Address: Telephone Number: Fax Number: PERIOD AT THIS ADDRESS:																																							
(b) If no, please furnish details of fixed property by the Customer:																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Address</th> <th style="width:15%;">Stand No & Township</th> <th style="width:15%;">Estimate Value</th> <th style="width:15%;">Bond Value</th> <th style="width:15%;">Bond Holder</th> <th style="width:20%;">In whose name is property registered</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Address	Stand No & Township	Estimate Value	Bond Value	Bond Holder	In whose name is property registered																														
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12. Address to which correspondence / statements should be mailed:																																							

SECTION B: (To be completed by Registered Companies, Close Corporations and Trusts)			
1.	Registered Office Address:	.....
		Code	.....
2.	Registration Number:	.....
	Date of Registration:	.....
3.	Who are the Directors / Members / Trustees of the Company / Close Corporation / Trust		
	Full Names	Identity Number	Residential Address (Physical)
			Telephone No.
Have any of the directors/members/trustees ever been declared insolvent			YES NO

SECTION C: (To be completed by private individual / sole proprietor)					
1.	Identity Number:	| | | | | | | | | | | | | | | | | | | | | |			
2.	Please mark with "X" in the appropriate block	Male	Female	Married	Not married
3.	(a) If you are married, please mark with "X" in the appropriate block	In Community of Property			
	(b) Date married?.....	Antenuptial contract-with accrual system			
		Antenuptial contract-without accrual system			
4.	(a) Full name of spouse:	.....		
	Identity Number:	.....		

5.		APPLICANT	SPOUSE
(a)	Occupation	.....	.....
(b)	Name of Employer	.....	.....
(c)	Employer's Address	.....	.....
(d)	Salary	R .....pm	R .....pm
(e)	Other Income	R .....pm	R .....pm
6. Have you ever been declared Insolvent?			YES NO

SECTION D: (To be completed if Applicant is a Partnership)			
1. Date of Commencement of Business			
2. Nature of Business			
3. Full Names of Proprietor / Partner(s)	Identity Number	Address	Telephone No
.....
.....
.....
4. Full Names of Spouse	Identity Number	Date Married	In Community of Property or Antenuptial contract with or without accrual system
.....
.....
.....
5. Was any person involved with this application ever declared Insolvent?			YES NO

SECTION E:				
1	MY / OUR ANTICIPATED MONTHLY PURCHASE WOULD RANGE BETWEEN (LOWEST) R..... AND (HIGHEST) R.....			
2.	I / WE UNDERTAKE TO PAY MY / OUR ACCOUNT WITHIN THE AGREED CREDIT PERIOD WHICH WILL BE MAILED TO MY / OUR ADDRESS AS STATED IN SECTION A, CLAUSE 12, ABOVE.			
3.	I FURTHERMORE ACCEPT AND ACKNOWLEDGE THAT ALL TRANSACTIONS ARE UNDERTAKEN BY THE TRADE CREDITOR, STRICTLY AND EXCLUSIVELY SUBJECT TO THE TRADE CREDITOR'S STANDARD TRADING TERMS AND CONDITIONS.			
4.	MAXIMUM CREDIT LIMIT REQUIRED:	R	.....
5.	CREDIT TERMS REQUESTED	7 DAYS	30 DAYS	OTHER
6.	ACCURACY OF INFORMATION			
<p>The Customer represents and warrants that the credit application has been completed in full and that all information given is true and correct and that the Customer has disclosed to the Trade Creditor all information reasonably material and required by the Trade Creditor in order to enable the Trade Creditor to make an informed decision regarding the Customer's creditworthiness. The parties record and agree that the Trade Creditor has been induced to enter into this contract relying on the truth of these warranties and representations.</p>				

8. SURETYSHIP:

- I, the undersigned _____, ID No: _____ with chosen domicilium citandi et executandi at the address as reflected in paragraph 2(b) of this Application, by my signature do hereby interpose and bind myself jointly and severally unto and in favour of JADE PRECAST (PTY) Ltd., its orders or assign, as surety in solidum for and as joint and several co-principal debtor with _____ (hereinafter referred to as "The Principal Debtor") for the due and punctual payment by the principal debtor to the Trade Creditor of any amount, which is now, or, which may hereafter become owing by the principal debtor to the Trade Creditor from any cause of indebtedness however arising. I renounce all the benefits of the legal exceptions: cession of action, no cause of debt, excussion; division, no value received and revision of accounts with the full force and meaning and effect which I declare to be fully acquainted with.
- The surety acknowledges and agrees that his/her liability in terms of any suretyship(s) signed by him/her shall not be affected in any manner by any credit limit requested by the principal debtor and granted to the principal debtor.
- The surety shall at all times be liable for the full extent of the indebtedness of the principal debtor.

SIGNED at _____ on this _____ day of _____ 20____

AS SURETY AND CO-PRINCIPAL DEBTOR

PLEASE PRINT NAME

IDENTITY NUMBER

9 CESSION:

The Customer hereby cedes, assigns and transfer unto and in favour of the Trade Creditor all my/our rights, title and interest in and to all debts which are now, or which may in the future become, owing to me by any party or parties as security for the payment by me/us of all amounts which are now and which may from time to time in the future become owing by me/us to the Trade Creditor from any cause of indebtedness howsoever arising. I/We agree that on request by the Trade Creditor, I/we shall be obliged to hand over to the Trade Creditor all books of accounts, contracts, invoices and documents and the like which it may require for the purpose of ascertaining the amounts due to me/us and for the purpose of the recovery of payment.

10. CONSENT:

The Customer specifically CONSENTS that the Trade Creditor:-

- May carry out a credit enquiry in respect of the Customer;
- May access the data base of any Risk Information Agency before granting credit to the Customer;
- May, where credit is granted, transmit details to a Risk Information Agency of how the Customer has performed in meeting its obligations under the account, and share such information with other Risk Information Agencies for purposes of assessing further applications for credit by the Customer (and its members, directors, trustees or partners as the case may be) and for occasional debt tracing, debt collection and fraud prevention purposes;
- If credit is granted in favour of the Customer and the Customer fails to meet its financial commitments to the Trade Creditor, the Trade Creditor may record the Customer's default with a Risk Information Agency;
- May refer information relating to the Customer's credit performance to a Risk Information Agency for banking and credit assessment, statistical analysis, and credit scoring purposes and use such information to identify products (including those supplied by third parties) which may be relevant to the Customer;
- May record the existence of a Customer's account with the Trade Creditor at a Risk Information Agency(s).
- The Customer specifically acknowledges that it shall under no circumstances hold the Trade Creditor liable for any damages relating to any of the aspects as set out in this paragraph 10.

I / We and the undersigned in my / our capacity as and do hereby warrant that all the information recorded in this application is true and correct, that I / we sign of my / our own free will and with the full knowledge and understanding of the contents hereof and that I / we are duly authorised in doing so.

SIGNED AT THIS DAY OF 20.....

1. _____ WITNESSES: 1. _____
 Signed for and on behalf of the Customer being duly authorised thereto 2. _____

FOR OFFICE USE ONLY

AUTHORISATION FOR CREDIT

SALES PERSON'S REPORT:

Date: _____ Signed: _____
Credit Manager's / Department's Comments: _____

Is the Customer covered by a Credit Insurer? **YES / NO** If "yes", what is the extent of the cover provided? _____

CREDIT GRANTED YES NO

CREDIT LIMIT: _____ **REVIEW DATE:** _____

DATE: _____ **SIGNED:** _____

STANDARD TRADING TERMS AND CONDITIONS OF SALE
of
JADE PRECAST (PTY) Ltd.

(Registration No 2015/437559/07
(hereinafter referred to as "the Trade Creditor")

Contract

General Standard Trading Terms and Conditions

1. QUOTATION AND PRICE

- 1.1 Quotations are subject to the availability of raw materials and stocks of any Products at the time of manufacture and or delivery.
- 1.2 Save as may be specified on any quotation form, prices are not subject to any discount and are applicable to deliveries made during normal working hours, from Monday to Friday.
- 1.3 All Products are supplied at the Trade Creditor ruling price list on the date of despatch from the factory and not in terms of earlier quotations or prices at the date of order, irrespective of method of delivery.
- 1.4 All prices are strictly nett and exclusive of Value Added Tax. In the case of delivery other than delivery at the factory, prices are subject to adjustment in respect of any increase / decrease in the cost of delivery arising directly or indirectly from any one or more causes, in particular:
- 3.4.1 in the case of delivery by rail or road any increase in Spoornet railage and / or transport rates and / or any other transport costs, including fuel costs.
- 3.4.2 Any statutes or law or regulation, bye-law or notice having the effect of law.
- 3.5 The Trade Creditor is a supplier and shall not be considered to be a contractor or sub-contractor or in any other way be bound by the terms of any other agreement or contractual document to which the Trade Creditor is not directly a party.

2. ORDERS

- 2.1 Any order by the Customer for Products (including any acceptance of a quotation) shall be duly authorised and recorded on the Customer's official written order form, together with the order number, delivery address, invoicing address and all other pertinent details required for the Trade Creditor to execute the order.
- 2.2 The Customer's order shall be binding on the Trade Creditor when the Trade Creditor duly authorises and notes its acceptance on its Acknowledgement of Order Form and transmits this to the Customer.
- 2.3 No order accepted by the Trade Creditor shall be varied or cancelled by the Customer except with the written consent of the Trade Creditor.
- 2.4 The Trade Creditor may split an order to facilitate payment by the Customer to the Trade Creditor on a monthly statement of account.
- 2.5 The Customer agrees to pay all costs resulting from any acts or omissions of the Customer, including but not limited to, suspension of supply of Products, modification of requirements, requirements that work be completed earlier than agreed or failure or delay in giving particulars required to enable work to proceed on schedule.
- 2.6 the Trade Creditor shall have the right, in its sole discretion, to appoint subcontractors and to provide alternative products.

3. FORM OF PAYMENT

- 3.1 Payment by the Customer is to be made in cash at the Trade Creditor's premises or by electronic transfer of funds or direct deposit into the Trade Creditor's bank account.
- 3.2 Payment by cheque, or any other form of payment not described in clause, will not constitute payment in cash unless and until the Customer's bank or any other financial institution either clears or guarantees the cheque as being "good for funds".
- 3.3 Cheques delayed or lost in transit will not constitute payment.
- 3.4 Where the Customer's cheque is dishonoured, the Trade Creditor shall have the right to proceed against the Customer for recovery of the debt, and the Customer waives its right to insist on notice of dishonour or protest being given to it.

4. DELIVERY

- 4.1 the Trade Creditor shall provide the dates and times of delivery of Products in good faith and shall not be liable to the Customer for any subsequent variations.
- 4.2 the Trade Creditor shall be entitled, in its sole discretion, to split the delivery of Products in quantities, on the dates and at the times it decides, and to invoice separately each delivery actually made.
- 4.3 Any delivery of Products by the Trade Creditor to the Customer shall be deemed to be completed when the Products are off-loaded at the delivery address of the Customer, failing which, the premises of the Customer, or when the Products are handed over to the third party engaged to transport the Products on behalf of the Customer in terms of clause .
- 4.4 The Customer shall provide suitable access roads to and level ground at the point of off-loading at the delivery address or premises of the Customer.
- 4.5 Delivery will be in full economical loads and at one point only. The Trade Creditor will under no circumstances string Products on site or at the point of delivery.
- 4.6 If the Trade Creditor agrees to engage a third party to transport the Products, the Trade Creditor is hereby authorised to engage, at the cost of the Customer, such third party on the Customer's behalf and on the terms deemed fit by the Trade Creditor. The Customer indemnifies the Trade Creditor and holds it harmless against any claims that may arise from such agreement.
- 4.7 The signature of any employee or representative of the Customer on the Trade Creditor's Delivery Note (copy or original) shall be prima facie proof that the type and quantity of Products, manufactured to the correct specifications, were properly delivered to and accepted by the Customer.

5. RETURN OF GOODS

- 5.1 If the Customer inspects the Products and finds all or any of them do not comply with the standards set by the South African Bureau of Standards or that they have been incorrectly delivered ("the Returnable Material(s)"), then the Customer may return the Returnable Material(s) within 3 (three) days of the date of delivery at its own cost and in the original packaging with the Delivery Note endorsed with details of the complaint.
- 5.2 The Trade Creditor shall have the right, in its sole discretion, to accept or refuse to grant credit for or to repair or replace the Returnable Material(s).
- 5.3 Subject to clause, the Customer shall not return any Products except at the sole discretion of the Trade Creditor and in accordance with a written agreement with the Trade Creditor.

6. OWNERSHIP & RISK

- 6.1 Ownership in the Products shall not pass to the Customer until they have been paid for in full.
- 6.2 The risk of damage to, destruction or theft of the Products shall pass to the Customer on completion of delivery as referred to in clause .
- 6.3 The Customer shall insure the Products against loss and damage, to the satisfaction of the Trade Creditor, until the Products have been paid for in full.
- 6.4 Until the Products have been paid for in full, the Customer shall not encumber the Products or purport to transfer ownership in the Products to any third party and shall advise third parties of the Trade Creditor's rights in the Products.
- 6.5 The Customer authorises the Trade Creditor to enter its premises to repossess, pursuant to clause, any Products delivered and indemnifies the Trade Creditor and holds it harmless against any damage whatsoever relating to the removal of such Products.
- 6.6 Where ownership in the Products sought to be repossessed has passed to the Customer or to a third party by operation of law, the Customer shall or shall procure the re-transfer of such Products to the Trade Creditor.

7. COPYRIGHTS

- 7.1 The Customer acknowledges all copyrights and shall not duplicate copyrighted material.
- 7.2 The Customer indemnifies the Trade Creditor and holds it harmless against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer.

8. WARRANTY

- 8.1 The Trade Creditor warrants that the Products shall meet the standards set by the South African Bureau of Standards, provided that the Products are not tampered with or stored or used outside the Trade Creditor's specifications.
- 8.2 All other warranties, whether express or implied, including any warranty that the Products are fit for a particular purpose, including the purpose for which they were ordered, are hereby specifically excluded.
- 8.3 the Trade Creditor's liability for any breach of this warranty shall be limited to the repair or replacement of the Products.

9. EXCLUSION OF LIABILITY

- 9.1 The Trade Creditor shall not be liable to the Customer for any loss or damage arising out of the improper or negligent use of Products, and the Customer indemnifies the Trade Creditor against any claims arising from the use of the Products by third parties.
- 9.2 the Trade Creditor shall not be liable to the Customer for any loss resulting from the delay in or cancellation of the Customer's order arising from a cause beyond the Trade Creditor's control, including but not limited to, inability to secure labour, power, Products or supplies, computer services, act of God, war, civil disturbance, riot, state of emergency, strike, lockout, other labour disputes, fire, flood, drought or legislation.
- 9.3 the Trade Creditor shall not be liable for any negligent or innocent misrepresentation made by it or its employees.
- 9.4 the Trade Creditor shall not be liable under any circumstances for any special, indirect or consequential damages, including but not limited to, loss of profit.

10. BREACH

- 10.1 If the Customer has not paid the Trade Creditor in full by the due date or breaches any other term of these Terms, or if the Trade Creditor receives information relating to any application for the liquidation or sequestration, any compromise with creditors or any execution against the assets of the Customer, then the Trade Creditor shall have the right, in its sole discretion and without prejudice to any other right it may have in law:
- 10.1.1 to cancel the contract;
 - 10.1.2 to repossess and/or recover any Products delivered to the Customer, whether attached to property or not;
 - 10.1.3 to institute action to recover any outstanding amounts, which shall be immediately due and payable, and/ or damages; and/ or
 - 10.1.4 to stop or suspend supply of Products and to demand payment for Products manufactured and/ or awaiting delivery.
- 10.2 For the purposes of clause, where the Trade Creditor repossesses Products, the Customer shall be liable inter alia for the difference between the selling price and the value of any Products at the time of repossession, as well as for the costs of repossession. A sworn valuation shall be prima facie proof of the value of the repossessed Products. If the Products are not recovered for any reason whatsoever, the value shall be deemed to be zero.
- 10.3 No claim under these Terms shall arise unless:
- 10.3.1 it is supported by the original tax invoice; and
 - 10.3.2 the Customer has, within 3 (three) days of the alleged breach occurring, given the Trade Creditor 30 (thirty) days written notice by prepaid registered post to rectify any breach of these Terms.

11. ARBITRATION

- 11.1 Where any matter regarding the quality of Products remains unresolved after the expiry of 14 (fourteen) days as from the date of complaint, the Trade Creditor or the Customer may refer the matter to the South African Bureau of Standards for resolution of the dispute and the decision of the South African Bureau of Standards shall be final and binding on the Trade Creditor and the Customer.
- 11.2 Where any other dispute between the Trade Creditor and the Customer arising from or in connection with these Terms remains unresolved after the expiry of 14 (fourteen) days as from the date of dispute, the Trade Creditor or the Customer may refer the matter to the Arbitration Foundation of South Africa for resolution in accordance with the Rules for the Arbitration Foundation of South Africa and the decision of the Arbitration Foundation of South Africa shall be final and binding on the Trade Creditor and the Customer.

12. SURETYSHIP

- 12.1 the Trade Creditor shall have the right, in its sole discretion, to request personal suretyships from the employees or representatives of the Customer or an alternative form of security in respect of payment by the Customer.
- 12.2 If the Customer is unwilling or unable to provide suretyships or an alternative form of security to the satisfaction of the Trade Creditor, the Trade Creditor shall be entitled to withdraw any offer of sale or any credit facilities.

13. COSTS

- 13.1 The Customer shall be liable to the Trade Creditor for all legal expenses on the attorney-and-own-client scale incurred by the Trade Creditor in the event of any default by the Customer or any litigation in regard to the validity and enforceability of these Terms.
- 13.2 The Customer shall 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 the Trade Creditor may demand.

14. ADDRESSES

- 14.1 Any document shall be deemed to have been received by the Customer:
- 14.1.1 within 3 (three) days of posting the document by prepaid registered mail, or within 48 (forty-eight) hours of posting it by overnight courier, or within 7 (seven) days of posting it by surface mail to the business or postal addresses of the Customer or to the personal address of any director, member, partner or owner of the Customer;
 - 14.1.2 within 14 (fourteen) hours of being faxed to any of the fax numbers of the Customer or any director, member, partner or owner of the Customer; or
 - 14.1.3 on being delivered by hand to the Customer or any director, member, partner or owner of the Customer.
- 14.2 The Customer chooses as its address for legal execution its business address or the physical addresses of any director, member, partner or owner of the Customer.
- 14.3 The Customer undertakes to inform the Trade Creditor in writing:
- 14.3.1 within 7 (seven) days of any change of director, member, partner or owner or address; and
 - 14.3.2 14 (fourteen) days prior to the selling or alienating of the Customer's business.

15. GENERAL

- 15.1 These Terms represent the entire agreement between the Customer and the Trade Creditor, and no other terms or conditions, whether express or implied, will apply unless such addition or variation is agreed to by the Trade Creditor in writing. Similarly, no cancellation will be effective unless in writing.
- 15.2 No indulgence whatsoever by the Trade Creditor will affect these Terms or any of the rights of the Trade Creditor and such indulgence shall not constitute a waiver by the Trade Creditor in respect of any of its rights herein. Under no circumstances will the Trade Creditor be stopped from exercising any of its rights under these Terms.
- 15.3 Each of the terms herein shall be a separate and divisible term so that the invalidity of any part of these Terms shall not affect the validity of any other part.
- 15.4 The Customer does not rely on any representations made by the Trade Creditor in respect of the Products other than those contained in these Terms. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by the Trade Creditor in respect of the Products are for information only and shall not form part of the Agreement unless agreed to by the Trade Creditor in writing.

These Terms and their interpretation are subject to South African law. The Customer hereby consents to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrate's Court Act 1944, as amended. The Trade Creditor shall have the right, in its sole discretion, to institute any legal action in the Magistrate's Court or High Court of South Africa.

I, the undersigned (I.D. No.)
in my capacity as
of the Customer and duly authorised thereto, do hereby, on behalf of
(hereinafter referred to as the "Customer") acknowledge that all business concluded between the Customer and the Trade Creditor shall be subject to the Trading Terms and Conditions of the Trade Creditor.

THIS DONE AND SIGNED at this day of

AS WITNESSES:-
.....

(I.D.) for and on behalf of the Customer warrants that he is duly authorised hereto

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PRECAST

Save where otherwise provided in this agreement, the supply of all products will take place subject to the Trade Creditor General Standard Trading Terms and Conditions of sale. Where any conflict arises between the content of this agreement and the content of such standard conditions, the provisions of this Agreement shall prevail.

1. CONTRACT

- (a) All business is undertaken by the customer, strictly and exclusively subject to the trade creditor's standard trading terms as detailed hereunder. The customer, by accepting any quotation from the customer or placing any order with the customer, acknowledges that all business thereafter (whether under that quotation or order or otherwise) shall be so subject, notwithstanding any terms or conditions contained in his orders or otherwise which shall be deemed to be substituted by these terms.
- (b) Any quotation is open for acceptance for 60 (SIXTY) days from date thereof whereupon, if accepted, it shall lapse.

2. PRICE

- (a) The prices quoted are for products as specified. Should the customer require any variation in such specification, the trade creditor's then ruling price for products of such specification shall be the price payable, if the trade creditor accepts the variation.
- (b) The prices quoted are based on the current ruling rates for production costs, transport and all things which go to make up the cost of producing the product and delivering same to the customer. Should such rates be increased, the price pay shall be increased accordingly.
- (c) Should the customer require delivery of less than 15 (FIFTEEN) cubic metres, the transport constituent of the price for such load may be calculated on the basic 15 cubic metres.
- (d) The prices quoted are for deliveries between the hours 07h00 a.m. and 16h30 p.m. on Mondays to Fridays, excluding public holidays. A surcharge, at the trade creditor's then ruling rate, may be made for deliveries outside such times, should the trade creditor agrees to deliver outside such times.
- (e) Prices are based on vehicles being unloaded immediately on arrival at delivery site and the trade creditor shall be entitled to charge demurrage at the trade creditor's rates then prevailing for any period of delay;
- (f) Should the trade creditor accepts return of any of the trade creditor's products (which the trade creditor is obliged to do), the cost to the customer of doing so, plus such charge as the trade creditor may then determine, shall be payable by the customer. The mere raising of such amounts on the customer's account or demand upon the customer therefore shall constitute proof that such amounts are lawfully due to the customer in terms hereof and the onus shall be on the customer to prove the contrary.

3. CREDIT

Unless specifically otherwise agreed to by the customer in writing, all payments are due in cash before delivery. Ownership of the product shall not pass to the purchasers until the trade creditor has received payment in full. Risk shall, however, pass upon tipping of the product or loading of the customer's vehicle.

4. DELIVERY

- (a) The trade creditor will endeavour to effect delivery within the time quoted, but such dates or times shall not be binding on the customer. The customer shall not be entitled to cancel or repudiate the contract or refuse delivery.
- (b) Notwithstanding acceptance of this quotation, the trade creditor shall be entitled to suspend, cut back or determine deliveries, should:
- (i) the trade creditor be prevented or delayed from doing so for any reason beyond the trade creditor's control including (but without prejudice to the generality of the foregoing), war, civil commotion, strikes, lockouts, fire, weather conditions, transport delays, plant breakdown, accident, unavailability of materials, fuels, etc.;
 - or
 - (ii) the customer's account be overdue for payment or the trade creditor considers the customer's credit to be unsatisfactory;
 - or
 - (iii) The customer, in the trade creditor's opinion unjustifiably refuses to accept, or delays delivery.
- (c) The trade creditor undertakes to deliver at the public road kerbline at the entrance to the customer's site. The trade creditor's responsibility and risk ceases there. The trade creditor shall only leave the public road and enter the customer's site on the clear understanding that the trade creditor does so gratuitously and strictly subject to (i) and (ii) below:
- (i) The customer shall ensure that the trade creditor's delivery vehicle has full and free access to the desired point of discharge on site and that the routes to and from such point on site are safe and suitable for the trade creditor's vehicles. Discharge shall be made at the nearest safely accessible point to the works as may be determined by the trade creditor's agent or employee charged with delivery.
 - (ii) The trade creditor's vehicles and its contents leave the public road and enter, and remain on, the customer's sole risk. The customer shall indemnify the trade creditor's agents and employees against any loss or damage or liability sustained or incurred by the customer or any of the trade creditor's agents or employees arising from any occurrence during such period, howsoever such occurrence may have been caused, including negligence of the trade creditor's employees or agents.
- (d)
- (i) The customer shall sign the trade creditor's delivery note in respect of each delivery made unless he disputes that products delivered do not accord with the quantity, or specification reflected thereon or does not accord with that ordered.
 - (ii) Alleged shortages or discrepancies shall be notified to the trade creditor before tipping of product on site and product shall not be tipped until the trade creditor has had an opportunity of verifying the alleged shortage or discrepancy. In the event of such shortage or discrepancy being verified, the trade creditor's liability will be limited to making out the short-fall or discrepancy.
 - (iii) The trade creditor's delivery note signed by the customer or its employee or agent shall constitute prima facie proof, on its mere production that the product delivered thereunder accorded with the quantity reflected thereon and with that ordered. The onus shall then be on the customer to prove the contrary.
 - (iv) The customer acknowledges that the quantity of each load is measured in its disturbed state immediately after and at the point of loading and that a certain amount of settling during transport to the point of discharge is inevitable.
- (e) The trade creditor reserves the right in the trade creditor's sole discretion to determine the means and route of transportation in effecting any deliveries.

5. WARRANTY

- A. The trade creditor warrants that the product delivered shall comply with the size and specification as detailed on the delivery note and failing any specification shall be run of production. Liability for breach of this warranty shall only arise where the customer establishes, in addition to any other proof ordinarily required in law, that:-
- (i) Sampling and testing of specimens and the interpretation of test results were done in strict compliance with the specifications therefore no less stringent than those as prescribed by the South African Bureau of Standards at the time.
 - (ii) Within forty-eight hours of such results becoming available, the trade creditor was notified thereof, furnished with a true, full and uncensored copy thereof as also of any report which may have accompanied same.
 - (iii) The customer notified the trade creditor in writing within seventy-two hours of delivery of an alleged nonconformity with specification and the trade creditor was afforded every reasonable opportunity immediately on demand to inspect the sample and submit same to the trade creditor's own examination and testing and that immediate remedial measures were taken to the trade creditor's satisfaction.
 - (iv) The products have not been misused, neglected, contaminated, improperly handled or altered in any way.
- B. Should, notwithstanding all the provisions of 5A above having been satisfied, a dispute still exists as to compliance with specification, the trade creditor shall be entitled, at the trade creditor's discretion, to nominate an expert (who shall act as such and not as an arbitrator) to finally determine such dispute.
- C.
- (i) The trade creditor's liability for breach of the foregoing warranty shall be limited to the cost of removal of the offending product and replacement thereof, provided that if the breach could reasonable have been revealed by examination on delivery, the trade creditor's liability shall be limited to the delivery of a fresh load of products.
 - (ii) Under no circumstances shall the trade creditor be liable for consequential or general or special damages, howsoever arising which the customer may suffer because of a breach of the foregoing warranty or because of a breach of any of the other obligations assumed by the customer under this contract or which may hereafter be assumed by the customer in the trade creditor's dealings with the customer.
 - (iii) The above replacement provision (which shall constitute the customer's sole remedy to the exclusion of all others, including cancellation or specific performance or damages as aforesaid) does not extend to products not quarried or manufactured by the customer in respect of which no warranty or undertaking whatsoever is given. The customer shall, however, be entitled to the benefit of any warranties given to the customer in respect thereof and which the trade creditor is able to cede.
- D. The warranty set forth in A and B above is in lieu of all other warranties, guarantees or representations, expressed or implied, which but for this provision, may have been applicable in favour of the customer, all of which are expressly excluded, particularly, but without prejudice to the generality of the foregoing, any representation that the product is fit for any particular purpose. The trade creditor supplies in accordance with such specification and the onus of establishing whether such specification is fit for the intended purpose rests entirely on the customer.