DYNAMIC
PLANT & TOOL HIRE • CORING SPECIALISTS

APPLICATION FOR CREDIT FACILITIES INCORPORATING STANDARD TERMS AND CONDITIONS OF SALE AND DEED OF SURETYSHIP

30 DAY ACCOUNT APPLICATION

We,

("THE APPLICANT") hereby make application for credit facilities and for the opening of an account with **Dynamic Coring and Plant Hire (PTY) LTD**, Registration number 2017/123725/07 (hereinafter referred to as "THE SUPPLIER").

In support of this application, the following information is furnished by us:

Registered name of THE APPLICANT:

Trading name:

Registration No:

VAT Registration No:

Address: Postal:

Physical:

(Domicilium citandi et executandi)

Telephone No: Telefax:

Email address:

Nature of Business:

Legal Entity (Indicate one)

Public Company: Private Company: Close Corporation: Partnership: Sole Trader:

Date Established/Registered: Registration Office:

Copy of Registration Certificate to be attached

Auditor's/Accounting Officer's Name:

Address: Tel. No:

Director's/Owner's/Member's Full Names:

Home Address:

Mobile No:

I.D. No:

DYNAMIC
PLANT & TOOL HIRE • CORING SPECIALISTS

30 DAY ACCOUNT APPLICATION

Director's/Owner's/Member's Full Names:

Home Address:

Mobile No:

I.D. No:

REFERENCES

1) Company Name:
Contact persons:
Telephone:
Fax Number:

2) Company Name:
Contact persons:
Telephone:
Fax Number:

3) Company Name:
Contact persons:
Telephone:
Fax Number:

THE APPLICANT hereby consents to THE SUPPLIER performing Credit Searches with Registered Credit Bureau(s) on an ongoing basis when assessing THE APPLICANT's Application for Credit, to update and record:

- THE APPLICANT's Credit Records; and/or.
- The existence and Conduct of: The Account internally;
  With any Registered Credit Bureau; and
  With any other Supplier.

BANK DETAILS

BANK NAME:

ADDRESS:

BRANCH:

ACCOUNT NO:

30 DAY ACCOUNT APPLICATION

AMOUNT OF CREDIT REQUIRED BY APPLICANT:

DECLARATION

I/We hereby certify that the information contained in Section A herein is true and correct in each and every respect and may be relied upon by THE SUPPLIER and undertake to notify THE SUPPLIER in writing of any change of details shown above, including any Change of Ownership, Name and Address. Such change shall in no way derogate from THE APPLICANT's liability to the Supplier.

I/We acknowledge that credit facilities granted to us by THE SUPPLIER, in terms hereof, shall be at THE SUPPLIER's sole discretion as to the nature, duration and extent.

I/We do hereby accept and undertake irrevocably to be bound by the Standard Terms and Conditions of Sale as set out in Section B hereunder, which terms and conditions I/we acknowledge having read and understood and agree on behalf of THE APPLICANT and which will be applicable to all transactions relating to the purchase of goods and services and any other facility made available by THE SUPPLIER to THE APPLICANT.

Signed at on this day of

SIGNATURE: .....

As witnesses: 1. ..... Full names:

2. ..... Full names:

Who warrants that they are authorized to sign on behalf of THE APPLICANT and bind THE APPLICANT to the Terms and Conditions contained within this agreement.

SALES DIVISION

COMMENTS:

REPRESENTATIVE: DATE:

CREDIT CONTROL

COMMENTS:

CREDIT REQUIRED: R

CREDIT APPROVED: R

MD / FD: DATE: CREDIT CONTROLLER: DATE:

APPLICATION FOR CREDIT FACILITIES INCORPORATING STANDARD TERMS AND CONDITIONS OF SALE AND DEED OF SURETYSHIP

1. DEFINITIONS

1.1. "Supplier" shall mean Dynamic Coring and Plant Hire (PTY) LTD, Registration number 2017/123725/07;
1.2. "Applicant" shall mean the party specified and defined as such in Section A on page 1 hereof;
1.3. "goods" shall mean construction and industrial equipment, tools and accessories to be supplied by the Supplier to the Applicant in terms of an order;
1.4. "order" shall mean the placing of an order, either in writing by the Applicant with the Supplier (by the Applicant delivering same to the physical address of the Supplier or by transmitting same via telefacsimile to the telefacsimile number of the Supplier), or orally by the Applicant with the Supplier in terms of which the Applicant orders from the Supplier any of the goods;
1.5. "Parties" shall mean the Applicant and the Supplier or either of them as the context may require.

2. AGREEMENT

2.1. The Applicant agrees that:-
2.1.1. The Terms and Conditions in this Section B ("the Terms and Conditions"), will govern all future contractual relationships between the parties in respect of the goods, whether by sale, hire or otherwise;
2.1.2. Any conflicting conditions stipulated by the Applicant are expressly excluded, and
2.1.3. The Terms and Conditions contained in this Section B supersede all previous terms, conditions or agreements relating to tender, sale and supply of goods by the Supplier to the Applicant, without prejudice to any securities or guarantees held by the Supplier, in respect of the indebtedness of the Applicant to the Supplier.

3. OWNERSHIP

Ownership of all goods let and/or sold by the Supplier to the Applicant will remain vested in the Supplier until the full purchase price owed by the Applicant to the Supplier has been paid in full, if applicable.

4. QUOTES

4.1. All quotations will remain valid for a period of 7 (seven) days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.
4.2. All quotations are subject to the availability of the goods and subject to correction of good faith errors by the Supplier and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of the Supplier before acceptance of the order.
4.3. If the Applicant disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Applicant.
4.4. The applicant hereby confirms that the goods on any Tax Invoice issued duly represent the goods ordered by the Applicant at the prices agreed to by the Applicant and, where delivery / performance has already taken place, that the goods were inspected and that the Applicant is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects
4.5. Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these standard conditions of Agreement and may not be revoked by the Applicant.
4.6. The Supplier shall be entitled in its sole discretion to split the delivery / performance of the goods ordered in the quantities and on the dates it decides.
4.7. The Supplier shall be entitled to invoice each delivery / performance actually made separately

5. ORDERS

5.1. Orders shall constitute irrevocable offers to purchase/hire the goods in question at the prevailing prices quoted by the Supplier as the date when the Applicant places the order for goods, provided that any orders shall only be binding on the Supplier insofar as they are accepted by the Supplier in writing or by delivery of any goods so ordered, or by submission of the Supplier of invoice.
5.2. In the event of any order being given to the Supplier on an order form reflecting the Applicant's name as the entity from which the order emanates, such order shall be deemed to have emanated from the Applicant, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Applicant and such order will be deemed to constitute a valid order.

6. WARRANTIES

6.1. All goods sold by the Supplier are sold only in accordance with the standard specifications applicable to such goods and subject to these Terms and Conditions.
6.2. Save for the provisions of clause 6.1, the Supplier provides no warranty/ies whatsoever, whether express or implied that the goods supplied are suitable for the purpose for which they are bought/hired. Any other condition or warranty as to the suitability of the product supplied by the Supplier to the Applicant or fitness for any particular purpose whether arising under statute or otherwise, is excluded.
6.3. Any advice or assistance, whether concerning processing or application possibilities relating to such goods, technical recommendations or similar indications is given in good faith but without obligation on the part of the Supplier and subject specifically to the exclusion of any liability whatsoever on the Supplier's part or on the part of the Supplier's employees for damages, whether direct or consequential or otherwise.

7. DELIVERY

7.1. Any delivery date stated on the order or confirmation thereof shall not be binding on the Supplier, however the Supplier will make all reasonable efforts to deliver by such date.
7.2. Whilst the Supplier will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and the Applicant shall not be entitled to refuse acceptance of such late deliveries.
7.3. The Supplier shall in any event not be liable to the Applicant or to any third party for any loss or damage of whatsoever nature suffered by the Applicant or any third party, as a result of goods not being delivered timeously, for whatsoever reason, including, but not limited to, any negligent act or omission on the part of the Supplier.
7.4. Routes and modes of transportation shall be chosen by the Supplier, though the Applicant's wishes will be taken into account as for as possible. Any additional costs caused thereby shall be for the account of the Applicant.
7.5. A signed delivery note shall constitute *prima facie* proof that the goods were delivered to and received by the Applicant in good condition, whether signed for by the Applicant, its employee or its agent.

8. PAYMENT

8.1. The Applicant agrees that the amount contained in a Tax invoice issued by the Supplier:-

8.1.1. shall be due and payable unconditionally cash on order; or

8.1.2. shall, if the Applicant is a Credit Approved Customer, become due and payable net and without deduction 30 (Thirty) days from the date of statement on which the purchase first appeared. Interest at the rate of 2,5% (two comma five percent) per month shall be payable on all overdue amounts;

8.2. Unless otherwise agreed by the Supplier beforehand in writing:-

8.2.1. where orders are executed in parts, payment for each part executed shall be due and payable 30 (thirty) days date of statement referring to said part order;

8.2.2. if the Supplier has not expressly confirmed a definite price in writing for the execution of any order its price list ruling at the date of delivery shall apply. Where delivery of an order is made in parts the list price ruling at the date of each part delivery shall apply to each such part delivery;

8.2.3. where a definite price has been expressly confirmed by the Supplier for the execution of an order or the contract price shall nevertheless at all times be subject to increase, in the event of any increase in the Supplier's cost price ruling at the immediate time of delivery or part delivery of the order or during the contract;

8.2.4. incidental expenses, including where applicable but not limited to bank charges, expenses incurred in releasing shipping documents and insurance shall be for the Applicant's account;

8.2.5. the Applicant has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Applicant and any such extension will not be applicable or enforceable unless agreed to by the Supplier, reduced to writing and signed by the Applicant and a duly authorised representative of the Supplier;

8.2.6. the Applicant is not entitled to set off any amount due to the Applicant by the Supplier against this debt.

8.2.7. the Applicant agrees that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by any member or manager of the Supplier, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Applicant.

9. HIRE PERIOD

9.1. The hire period shall commence on the date upon which the Applicant takes delivery of the goods and shall end when the Supplier accepts return of the goods during its office hours, provided that in the case of goods delivered and to be collected by the Supplier, the lease will be regarded as having endured until the Applicant has notified the Supplier per telephone, or by fax, or in person of the termination of the lease period. In the event that notification of termination of the lease period is effected by means of fax, the Applicant shall also notify the Supplier telephonically. The Applicant shall immediately on receipt of notice by the Supplier be allocated with a lease termination confirmation number (Dynamic Coring and Plant Hire Lease Termination ("HLT")) and the onus will be on the Applicant to obtain a HLT number. The Supplier's recordal of the date and time of issue of the HLT number shall be conclusive proof of the Applicant having given notice of termination of the lease period.

9.2. In the event of that the Applicant fails to return the goods on the date of termination, the Supplier shall be entitled to agreed pre-estimated damages from the Applicant in the amount equal to the hire charges for the goods, as at the date of termination of the lease period, until such time as the goods are returned, replaced or paid for in full by the Applicant.

9.3. The hire period shall continue until such date and time as the Applicant gives notice to the Supplier in terms of clause 8.1 above, receives a HLT number and returns the goods to the Supplier.

9.4. The hire charges in respect of this agreement will cease from the date of return of the goods.

9.5. In the event that the Applicant:-

9.5.1. has not specified the hire period for the goods leased from the Supplier; or

9.5.2. has not specified that the goods will be leased for an undetermined period; then the hire period shall be deemed to be a 24 hour period, commencing at the time of delivery of the goods. The 24 hour hire period shall be renewed automatically mutatis mutandis at the end of each 24 hour hire period, until such time as the either party terminates the hire period by giving 24 hour's notice to the other party and the goods are returned to the Supplier in terms of clause 9.1 hereof.

9.6. It is recorded that Saturdays will be deemed to be a working day in the absence of the Applicant notifying the Supplier in writing to the contrary. In the event of it coming to the Supplier's attention that the Applicant is using or operating the goods on a Saturday, in instances where the Applicant had notified that Supplier that Saturdays would not be working days, then in that event the Applicant shall incur penalties equal to 3 times the agreed daily hire rate for the duration of the use of the goods for the said Saturday/s during the hire period.

10. MISCELLANEOUS

10.1. The Supplier shall have no obligation to supply goods to the Applicant for as long as the Applicant is in arrears with any payments owing from whatever cause. Any credit facilities granted by the Supplier as a result of this application may be withdrawn or the terms altered by the Supplier at the Supplier's sole discretion, without notice to the Applicant.

10.2. These Terms and Conditions and any transaction in terms hereof is neither transferable nor assignable by the Applicant without the Supplier's prior written consent.

10.3. In the event of any amount owing by the Applicant falling into arrears, the Supplier shall have the right to appropriate any payment received firstly towards costs, then interest and thereafter in reduction of the capital amount owing.

10.4. Should the Applicant default in paying any amount in terms hereof or otherwise, or should any negotiable instrument furnished by the Applicant be dishonored, or should the Applicant breach any terms hereof, all amounts owing by the Applicant to the Supplier, in terms hereof or otherwise, shall immediately become due and payable notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment.

10.5. Any promissory note, bill of exchange or any other negotiable instrument received by the Supplier from the Applicant shall not constitute a novation of the debt for which it is given. The Applicant agrees that in the event of any portion of the invoiced indebtedness being disputed, the Applicant will forthwith pay the undisputed portion of such indebtedness according to the agreed credit terms allowed by the Supplier, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.

11. RISK AND BENEFIT

11.1 ***The risk in the goods shall pass to the Applicant immediately upon the goods leaving the premises of the Supplier and the Applicant undertakes to insure the goods for the replacement value, until returned to the Supplier.*** Notwithstanding this, ownership in all goods sold and delivered to the Applicant shall remain vested in the Supplier until the full purchase consideration in respect thereof has been paid in full.

11.2. Should the Applicant cease to carry on business, be in financial difficulty, or if the Applicant is placed in Liquidation (whether provisionally or finally), the Supplier shall be entitled forthwith to take possession to the goods without prejudice to the Supplier's rights.

11.3. Should any third parties try to assert or substantiate rights in respect of the goods, the Applicant shall be obliged to inform the Supplier of any such action immediately and the Supplier shall be entitled to take whatever action the Supplier deems fit to protect the Supplier's rights, including cancellation of any sale and repossession of the goods. Any costs arising from the Supplier being obliged to take such action shall be for the Applicant's account.

11.4. The Applicant shall at all times be fully responsible for the goods prior to the return thereof to the Supplier, at the expiry of the hire period or on cancellation of the agreement provided that, in the case where the Supplier has agreed to collect the goods the Supplier shall carry the risk on collection of the goods.

12. RETURN OF GOODS

12.1. The Applicant is expected to inspect and check goods on delivery to verify specification and quantity. Goods may not be returned and deliveries may not be refused, except by agreement in writing with the Supplier.

12.2. Should any goods sold not accord with specification in the Supplier's invoice, the Applicant shall notify the Supplier in writing immediately when the defect comes to its notice and provided the Applicant does so within 1 (one) day from the date of delivery of the defective goods to the Applicant, the Supplier shall accept liability to replace any goods which were sold by the Supplier to the Applicant and which goods are not in accordance with the Supplier's specification or alternatively (provided that the goods have not been damaged in any way whatsoever) at the Supplier's discretion the Supplier shall be entitled to take the goods back, refunding the Applicant with the purchase price paid.

12.3. Should any goods sold not accord to the quantity ordered the Applicant shall notify the Supplier immediately (and in any event within 1 (one) day of delivery) and provided the Applicant is able to demonstrate to the Supplier's satisfaction that the Supplier failed to deliver the quantity ordered the Supplier shall make good any shortfall in delivery.

12.4. The Supplier accepts no responsibility for damages, or any other loss, whether direct or consequential that may be suffered by the Applicant or any other person claiming through the Applicant in connection with the goods, or whether arising from the Applicant's order or the Supplier's fulfillment thereof, or otherwise howsoever, save in terms of clause 12.2 hereof.

13. UTILIZATION OF GOODS

The Applicant acknowledges that it is aware of the purpose for which the goods were designed as well and all safety and maintenance procedures which are required in respect of the goods by any lawful authority. The Applicant acknowledges that it has the necessary knowledge and know-how to safely and correctly operate the goods.

14. BREAKDOWN AND REPAIR

14.1. The Applicant shall, until the goods are returned to the Supplier, at its own cost service and maintain the goods in good running order and repair to the standard required by the Supplier.

14.2. The Applicant shall notify the Supplier, in writing, immediately in the event of any breakdown of the goods. The Supplier, in its sole discretion, shall be entitled to repair or replace the goods at its own cost.

14.3. In the event that the breakdown was caused, in the Supplier's sole discretion, as a result of the improper use and/or failure to adequately service and maintain the goods, then in such event the Supplier shall be entitled to demand payment of all costs incurred by the Supplier in terms of clause 14.2 from the Applicant.

14.4. The Applicant shall return the goods to the Supplier in a clean state and in good working order, fair wear and tear excluded. In the event that the goods are lost, destroyed or damaged whilst in possession of the Applicant, the Applicant shall be liable to the Supplier for the replacement costs thereof and the hire charges shall continue until such time as the Applicant has made payment of the replacement costs in full to the Supplier.

14.5. In the event that it is agreed that the Supplier shall collect the goods at the expiry of the hire period, the Applicant shall ensure that the goods are readily accessible.

15. JURISDICTION AND DOMICILIUM

15.1. The Supplier shall be entitled but not obliged to institute any proceedings against the Applicant arising out of the supply of any goods, or any other cause whatsoever, in the Magistrates Court having jurisdiction over the Applicant notwithstanding that the claim or value of the matter in dispute may exceed the jurisdiction of that Court. The Applicant consents that the Supplier shall have the right to institute any legal action in either the Magistrates Court or the South Gauteng High Court (Johannesburg) at its sole discretion.

15.2. The Applicant agrees to be liable for all legal costs, including costs on the attorney and client scale, collection charges and tracing fees which may arise from the Supplier exercising its rights in terms thereof.

15.3. The Applicant agrees that the Supplier shall not be required to furnish security in terms of Rule 62 of the Rules of the Magistrate's Court Act, 32 of 1944 or in terms of Rule 47 of the Supreme Court Act, 59 of 1959.

15.3.1. A certificate signed by the Supplier's Credit Manager or Director showing the amount due and owing by the Applicant at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the Applicant for recovery of any amounts.

15.3.2. The Applicant nominates its business address as reflected in Section A of this document as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim for any amount due to the Supplier or otherwise.

16. BREACH

16.1. The Applicant agrees that if any amount owing by it to the Supplier is not paid in full or at all by it to the Supplier on or before the date of payment thereof in terms of these Standard Terms and Conditions, or if the Applicant commits a breach of any of the provisions contained in the Terms and Conditions or being an individual is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a Company or Close Corporation is placed under a provisional or final order of judicial management or liquidation or compromises or attempts to compromise generally with its creditors or if the Applicant commits or permits any act or omission which prejudices the rights of the Supplier; then, in any of the aforesaid events all amounts owing by the Applicant to the Supplier shall immediately become due, owing and payable, and the Supplier may either:

16.2. Institute action against the Applicant for specific performance in terms hereof; or

16.3. cancel this Agreement and take possession of any goods delivered to the Applicant, in both instances without prejudice to the Supplier's rights to claim all damages suffered by it as a result of such breach. Furthermore and in such event, the Supplier shall be entitled immediately to suspend any delivery of goods to the Applicant.

17. GENERAL

17.1. No variation or addition to these Terms and Conditions shall be binding on the Supplier unless in writing and signed by the directors of the Supplier.
17.2. The Supplier shall at all reasonable times be entitled to access to any premises at which the goods are being kept for purposes of inspecting and/or repairing and/or cleaning and/or repairing the goods.
17.3. The Supplier shall not be liable for any damages caused as a result of the misuse or abuse of the goods.
17.4. The Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa;
17.5. Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by the Supplier to the Applicant, the Terms and Conditions contained herein shall remain in force unless and until cancelled by the Supplier in writing, and any obligation of the Applicant thereunder shall in any case remain in full force and effect.
17.6. Failure by the Supplier to exercise any rights herein upon any occasion shall not waive the Supplier's right to exercise the same in the future.
17.7. Each clause of these terms and conditions of sale is severable, the one from the other and if any one or more clauses found to be invalid or unenforceable, such clauses shall not affect the balance of these terms and conditions of sale, which shall remain of full force and effect.
17.8. The Supplier, its employees or its authorized agents do not accept, nor take any responsibility, nor can they be held liable for any damage, injuries or loss to any persons or their property, arising from the supply, hire or sale of the goods to the Applicant, whether as a result of the negligence or gross negligence of the Applicant or its employees and/or agents and/or servants or for that matter from any cause of whatsoever nature. All goods supplied to the Applicant are done so at the Applicant's own risk. The Applicant hereby indemnifies the Supplier, its agents, employees and servants against any claim of whatsoever nature, which may be brought against any of them arising out of the supply of the goods.
17.9. The applicant shall have no claim against the Supplier for any damages, consequential or otherwise, suffered by the Applicant arising from the downtime or loss of profit caused by any breakdown of the goods from whatsoever cause.

18. FORCE MAJEURE

The Supplier will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster) causus fortuitus (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the Supplier, whether eiusdem generic (of what was clearly the real intention between the parties) with the causes aforementioned or not.

Signed at _____ on this _____ day of _____

SIGNATURE: .....

As witnesses: 1. ..... Full names: _____

2. ..... Full names: _____

Address: _____

_____

(Domicilium citandi et executandi)

DEED OF SURETYSHIP

I/We by my/our signature hereto bind myself/ourselves in my/our private and individual capacity/ies as Surety and Co-Principal Debtor with THE APPLICANT (as defined and reflected in **Section A** of this herein) for the payment to THE SUPPLIER (as defined and reflected in **Section A** of this herein) of any amounts which may at any time become owing to THE SUPPLIER by THE APPLICANT from whatsoever cause arising.

This suretyship shall be a continuing security which may be only cancelled by notice in writing from THE SUPPLIER and then only provided that all sums then owing by THE APPLICANT to THE SUPPLIER (whether due or not) have been paid in full.

I/We expressly renounce the benefits of the Legal exceptions of excussion, division, cession of action, no value received and all or any exceptions which could or might be raised to any claim by THE SUPPLIER against me/us. I/We declare myself/ourselves to be fully acquainted with the meaning, force and effect of these exceptions.

Signed at _____ on this _____ day of _____

Director/Member/Owner A

Name: _____ Address: _____

_____

SIGNATURE: ..... *(Domicilium citandi et executandi)*

Director/Member/Owner B

Name: _____ Address: _____

_____

SIGNATURE: ..... *(Domicilium citandi et executandi)*

As witnesses:

Full names: _____ Address: _____

_____

SIGNATURE: ..... *(Domicilium citandi et executandi)*

Full names: _____ Address: _____

_____

SIGNATURE: ..... *(Domicilium citandi et executandi)*