

Excellence in
Office Products



Forms MEDIA Independent

Established in 1981

Africa (Pty) Limited

Reg. No. 2005/017187/07, VAT No 4130224571

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APPLICATION FOR CREDIT FACILITIES

THIS APPLICATION INCLUDES SURETYSHIP

PLEASE NOTE: NO APPLICATIONS WILL BE PROCESSED UNLESS THIS DOCUMENT IS COMPLETED IN ITS ENTIRETY, ALL ANNEXURES ARE ATTACHED AND THE **ORIGINAL** IS RETURNED TO FMI(A)

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. I/WE CONFIRM THAT THE PARTICULARS THAT ARE FURNISHED ARE TRUE AND CORRECT.

APPLICATION MADE IN THE NAME OF

REFERRED TO AS "THE CUSTOMER" (INSERT THE REGISTERED NAME OF BUSINESS)

TRADING AS

COMPANY
REG. NO.

VAT REG. NO.

FORMS MEDIA INDEPENDENT (AFRICA) (PTY) LTD

REFERRED TO AS "THE SUPPLIER"

WITNESS MUST INITIAL

SIGNATORY MUST INITIAL

FOR FMI(A) OFFICE USE ONLY:

MARK APPLICABLE WITH "X"

APPLICATION BEEN APPROVED	Y	N	CREDIT LIMIT GRANTED	R		
FMI(A) ADMINISTRATOR	NAME		DD/MM/YYYY	SIGN		
SURETY SIGNED	Y	N	ADVISED REP (REP CODE)	Y	N	
ADVISED CUSTOMER VIA	FAX	ATTACH PROOF	EMAIL	ATTACH PROOF	POST	DATE
REQUEST TO INCREASE CREDIT LIMIT			REQUESTED BY: _____			
REQUESTED CREDIT LIMIT	R	CREDIT LIMIT INCREASE	GRANTED	R		
ADVISED CUSTOMER VIA	FAX	ATTACH PROOF	EMAIL	ATTACH PROOF	POST	DATE

PLEASE FURNISH ALL PARTICULARS IN FULL. MARK ALL RELEVANT FIELDS WITH AN "X"

1. TYPE OF BUSINESS

PUBLIC COMPANY	<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>
PRIVATE COMPANY	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	TRUST	<input type="checkbox"/>
INDIVIDUAL	<input type="checkbox"/>	NON-PROFIT ORG	<input type="checkbox"/>	OTHER:.....	<input type="checkbox"/>

2. IDENTIFICATION (ATTACH RELEVANT CERTIFIED COPIES OF DOCUMENTS)

CM22 & CM29 (PUBLIC/PRIVATE COMPANY)	<input type="checkbox"/>	ID BOOK (INDIVIDUAL) / (SOLE PROPRIETOR)	<input type="checkbox"/>	CK1 (CC)	<input type="checkbox"/>
TRUST DEED & TRUSTEES' ID BOOKS (TRUST)	<input type="checkbox"/>	AGREEMENT & ID BOOKS (PARTNERSHIP)	<input type="checkbox"/>	SECTION 21 (NPO)	<input type="checkbox"/>
CERTIFICATE OF INCORPORATION	<input type="checkbox"/>	VAT REGISTRATION CERTIFICATE	<input type="checkbox"/>	BBBEE CERTIFICATE (IF APPLICABLE)	<input type="checkbox"/>
CM29	<input type="checkbox"/>	COPIES OF ALL DIRECTORS ID DOCUMENTS	<input type="checkbox"/>		

3. NATURE OF BUSINESS _____

4.1 POSTAL ADDRESS _____ 4.2 PHYSICAL ADDRESS _____

 CODE: _____ CODE: _____

4.3 PRINCIPAL PLACE OF BUSINESS AND CHOSEN DOMICILIUM CITANDI ET EXECUTANDI _____

 CODE: _____

4.4 **REGISTERED OFFICE** _____

 CODE: _____

5. CONTACT INFORMATION

TEL 1: ()	_____	TEL 2: ()	_____
FAX 1: ()	_____	FAX 2: ()	_____
CELL 1:	_____	CELL 2:	_____
EMAIL 1:	_____	EMAIL 2:	_____

6.1 ARE APPLICANTS BUSINESS PREMISES RENTED? YES IF YES COMPLETE 6.2. NO IF NO COMPLETE 6.3.

6.2 GIVE LANDLORD DETAILS: NAME: _____
 PHYSICAL ADDRESS _____
 TEL () _____ CELL _____ EMAIL _____

6.3 GIVE DETAILS OF PROPERTY OWNED: ERF NO.: _____
 PHYSICAL ADDRESS _____

7. DATE BUSINESS WAS FOUNDED: _____

8. NAMES OF PROPRIETORS, PARTNERS, DIRECTORS OR MEMBERS: (IF INSUFFICIENT SPACE, PLEASE ATTACH ADDITIONAL SCHEDULE OF INFO)

INITIALS & SURNAME	ID NUMBER	CONTACT NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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9. BANKING DETAILS

BANK: _____ DATE ACCOUNT OPENED: _____
 BRANCH NAME: _____ BRANCH CODE: _____
 ACCOUNT NAME: _____ ACCOUNT NUMBER: _____

10. AUDITORS DETAILS

NAME: _____
 ADDRESS: _____
 TEL NO.: () _____ FAX NO.: () _____ EMAIL: _____

11. TRADE REFERENCES

<u>NAME</u>	<u>CONTACT</u>	<u>TEL NO</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12.1. EXPECTED MONTHLY PURCHASES: R _____ , _____
 12.2. CREDIT LIMIT REQUESTED: R _____ , _____ DATE: _____

SHOULD YOUR APPLICATION BE SUCCESSFUL, FMI(A) RESERVES THE RIGHT TO REVIEW THE CREDIT LIMIT GRANTED TO YOU AND EITHER INCREASE OR DECREASE THE CREDIT GRANTED ACCORDINGLY

13. TO BE COMPLETED BY SOLE PROPRIETORSHIP / PARTNERSHIP ONLY:

A COPY OF SPOUSES IDENTITY DOCUMENT TO BE ATTACHED

FULL NAME OF SPOUSE: _____ ID NO.: _____
 DATE MARRIED: _____ MARRIED IN OUT OF COMMUNITY OF PROPERTY SECURITIES:

A) IS THERE A GENERAL NOTORIAL BOND REGISTERED OVER YOUR MUTUAL ASSETS	YES	NO
B) HAS A CESSION OF YOUR BOOK DEBT BEEN GIVEN TO ANY PARTY	YES	NO
C) HAS SECURITY BEEN GIVEN FOR AN OVERDRAFT	YES	NO
D) HAVE ANY OF THE OWNERS / PARTNERS / DIRECTORS EVER BEEN DECLARED INSOLVENT	YES	NO
E) HAVE ANY OF THE OWNERS / PARTNERS / DIRECTORS EVER HAD A JUDGEMENT GRANTED AGAINST THEM?	YES	NO

SURETYSHIP AND CESSION OF BOOK DEBTS

I, THE UNDERSIGNED FULL NAME WITH ID NO _____ (A COPY OF MY ID BOOK IS ATTACHED HERETO) [HEREINAFTER REFERRED TO AS “SURETY AND CO-PRINCIPAL DEBTOR”] BY MY SIGNATURE DO HEREBY INTERPOSE AND BIND MYSELF, IN MY INDIVIDUAL & PERSONAL CAPACITY, JOINTLY AND SEVERALLY UNTO & IN FAVOUR OF FORMS MEDIA INDEPENDENT (AFRICA) (PTY) LTD [HEREINAFTER REFERRED TO AS [“THE SUPPLIER”] ITS ORDERS OR ASSIGN, AS SURETY FOR AND CO-PRINCIPAL DEBTOR IN SOLIDUM WITH COMPANY NAME [HEREINAFTER REFERRED TO AS “THE PRINCIPAL DEBTOR”] FOR THE DUE & PUNCTUAL PAYMENT BY THE PRINCIPAL DEBTOR TO THE SUPPLIER OF ANY AMOUNT WHICH IS NOW, OR WHICH HEREAFTER MAY BECOME OWING BY THE PRINCIPAL DEBTOR TO THE SUPPLIER FROM ANY CAUSE OF INEBTEDNESS HOWEVER ARISING. I RENOUNCE ALL THE BENEFITS OF THE LEGAL EXCEPTION: CESSION OF ACTION, NO CAUSE OF DEBT, EXCUSSION, DIVISION, NO VALUE RECEIVED AND REVISION OF ACCOUNTS WITH FULL FORCE AND MEANING AND EFFECT, WHICH I DECLARE TO BE FULLY ACQUAINTED WITH.

SIGNED AT _____ ON THIS _____ DAY OF _____ ; _____ SIGNED AS SURETY & CO-PRINCIPAL DEBTOR

CESSION:
 I, THE UNDERSIGNED FULL NAME DO HEREBY CEDE AND ASSIGN UNTO AND IN FAVOUR OF FORMS MEDIA INDEPENDENT (AFRICA) (PTY) LTD [HEREINAFTER REFERRED TO AS THE SUPPLIER] ALL MY/OUR RIGHTS, TITLE AND INTEREST IN AND TO ALL DEBTS WHICH ARE NOW, AND 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 OR WHICH MAY FROM TIME TO TIME IN THE FUTURE BECOME OWING BY ME/US TO THE SUPPLIER FROM ANY CAUSE OF INDEBTEDNESS HOWSOEVER ARISING.
 I/WE AGREE THAT ON REQUEST BY THE SUPPLIER, I/WE SHALL BE OBLIGED TO HAND OVER TO THE SUPPLIER 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.

SIGNED AT _____ ON THIS _____ DAY OF _____ ; _____ CEDENT

WITNESS MUST INITIAL SIGNATORY MUST INITIAL

TERMS & CONDITIONS OF TRADE WITH FMI(A)

1. INTERPRETATION AND DEFINITIONS

- In these terms and conditions:-
- 1.1 "trade secrets" shall include, without limiting the generality thereof, inventions, improvements, proofs, pulls, samples, specimens, sketches, photographs, writings, ideas, systems, patents, lists of Customers, products, trade marks, trade names, copyright and other intellectual property rights owned by either party, from time to time;
 - 1.2 "confidential information" means all confidential information proprietary to each party, including without limitation, information which is contained in proofs, pulls, samples, specimens, sketches, photographs, writings, ideas, systems, patents, lists of Customers, products, trade marks, trade names, copyright and other intellectual property, computer software, computer disks, magnetic tapes, and the like relating to the compilation of statistics and data regarding all legal persons, collected by the Supplier from time to time;
 - 1.3 "urgent services" means any orders given by the Customer to the Supplier in terms of which the Supplier is required to complete the requested Order within a period of less than 72 hours after receipt of the Order from the Customer;
 - 1.4 "preliminary work" means all experimental and creative work including sketches, samples, written copy, dummies, preparatory materials whether in physical form or stored on, or in any Electronic Manuscript or Image medium etc.
 - 1.5 "products" shall mean all goods sold and delivered and all services rendered and disbursements incurred on behalf of the Customer;
 - 1.6 Any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa.
 - 1.7 "Customer" means the legal/natural person whose name appears on the front page of the "Application for Credit Facilities and/or its successors in right, title or interest & its duly authorised representatives.
 - 1.8. "CPA" means Consumer Protection Act No. 68 of 2008

2. PRICES

- The Customer acknowledges and agrees that:-
- 2.1 Prices are subject to change if the cost of supplying the product and/or services is increased by any factor beyond the control of the Supplier and in this event, the Supplier shall use its best endeavours to notify the client of such increases within a reasonable period of time after such increase has come to the Supplier's attention.
 - 2.2 Prices exclude V.A.T. and delivery charges unless otherwise specified.
 - 2.3 Prices charged to the Customer are based on continuous and uninterrupted production of the Product(s).
 - 2.4 It shall be liable to pay the agreed costs relating to the production of the products, including any additional disbursements incurred by the Supplier on behalf of the Customer at the Customer's request.
 - 2.5 Any translating, editing or programming in respect of material supplied by the Customer to produce the product(s) may be charged for at the Supplier's prevailing rates.

3. CONTRACT OF SALE

- The Customer acknowledges that by signing the authorization or giving written confirmation to proceed:-
- 3.1 It has contracted with the Supplier to produce the products as therein described.
 - 3.2 All transactions concluded shall be subject to the terms of this Agreement.

4. VARIATION IN ORDERS

- 4.1 Any variation to any orders placed must be in writing and must be reflected on the Supplier's work tickets and signed by the Customer.
- 4.2 Variations are only valid if production / manufacture has not yet begun.

5. POSTPONEMENT OR CANCELLATION OF ORDER

- The Customer acknowledges and agrees that it shall be liable to the Supplier for all products supplied by the Supplier up to the date of receipt of written notification from the Customer that the Order placed by the Customer is to be postponed or cancelled. This includes materials, labour & administrative costs.

6. PRODUCTION REQUIREMENT AND SCHEDULES

- 6.1 Delivery dates for goods are estimated as accurately as possible and the Supplier shall use its best endeavours in the event that a possibility of a delay comes to the Supplier's attention, to within a reasonable period of time, notify the Customer accordingly however suffered as a result thereof.
- 6.2 Section 55(2) of the Act provides that every consumer has the right to receive goods that: -
 - a) are reasonably suitable for the purposes for which they are generally intended;
 - b) are of good quality, in good working order and free of any defects;
 - c) will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
 - d) comply with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation.

Section 55(3) of the Act provides that in addition to the fact that every consumer has the right to receive goods that are reasonably suitable for the purposes for which they are generally intended, if a consumer has specifically informed the Supplier of the particular purpose for which the consumer wishes to acquire any goods, or the use to which the consumer intends to apply those goods, and the Supplier -

 - a) ordinarily offers to supply such goods; or
 - b) acts in a manner consistent with being knowledgeable about the use of those goods, the consumer has a right to expect that the goods are reasonably suitable for the specific purpose that the consumer has indicated.

It is the responsibility of the Customer to determine whether the products ordered by it are suitable for the purpose for which it intends using them and the Supplier gives no warranty, express or implied, concerning the suitability of the products supplied to the Customer subject to the provisions of the CPA, if applicable.
- 6.3 If the Customer requires for any reason, a reprint/remanufacture of any order which it has previously approved, which reprint includes any change or alteration of any kind to the order, then such reprint shall be for the account of the Customer notwithstanding any claims that it may make about the original order.

7. EXPEDITED DELIVERIES

- 7.1 If the Customer requires the Supplier to complete the order before the suggested completion date reflected in the quotation, the Customer acknowledges that:-
 - 7.1.1 Section 55(6) of the Act specifically provides that Section 55(2)(a) and (b) of the Act do not apply to transactions if the consumer -
 - a) has been expressly informed that particular goods were offered in a specific condition; and
 - b) has expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition.

Accordingly Section 55(6) makes provision for occasions where the consumer may waive its rights to receive goods which are reasonably suitable for the purposes for which they are intended and/or are of good quality, in good working order and free from any defects.
 - 7.1.2 The Customer shall be liable to pay the Supplier's prevailing tariff in respect of urgent services and reasonable delivery charges.

8. URGENT PRODUCTS

- The Customer acknowledges and expressly agrees that the Supplier shall not be liable for any defects relating to urgent products produced at the Customer's special request.

9. PRELIMINARY WORK

- The Customer shall be liable for payment of any preliminary work produced by the Supplier at the Customer's request, whether experimentally or otherwise.

10. PROOFS, LAYOUTS & INK & DIE VARIATIONS

- 10.1 The Customer acknowledges that:-
 - 10.1.1 it may receive proofs, materials, sketches or representations for its' review and approval, before printing.
 - All corrections to the material will be returned by the Customer to the Supplier on a master set marked either
 - 10.1.1.1 "proceed with order"; or
 - 10.1.1.2 "proceed after corrections"; or
 - 10.1.1.3 "revised proof required".

- 10.1.2 The Supplier will not be responsible for undetected production errors if:-
 - 10.1.2.1 Proofs are not required by the Customer;
 - 10.1.2.2 The work is printed per the Customer's approval;
 - 10.1.2.3 Requests for changes are communicated orally.
- 10.1.3 Differences in equipment, materials and working conditions may produce variations between proofs and actual production results.
- 10.1.4 Due to variations in dye lots, timber colours & stains, furniture & fabrics may vary in colour from time to time.
- 10.1.5 Reasonable variation will be considered acceptable performance by the Supplier.
- 10.1.6 We reserve the right to change, modify and discontinue the designs at any time.

11. PROPRIETARY INTEREST

- 11.1 All the work including preliminary work, relating to any products supplied in respect of an order placed by the Customer, shall remain the property of the Supplier and may not be reproduced in any form without the Supplier's written permission, which permission shall not be unreasonably withheld.
- 11.2 It is the Customer's responsibility to retain an original copy of all Electronic manuscripts or Image media provided to the Supplier. Once altered in any way whatsoever by the Supplier, any such media becomes the sole property of the Supplier, and such alterations may be charged for.

12. DELIVERY OR COLLECTION OF PRODUCTS

- 12.1 The completed products will be despatched or must be collected by the Customer as agreed between the Supplier and the Customer, when ready and the Customer shall not refuse or delay to take delivery.
- 12.2 The Supplier may distribute or dispose of any preliminary work, products or materials relating to the products supplied by the Supplier to the Customer within 7 (seven) days after the order has been completed, unless other written arrangements are made by the Customer with the Supplier.
- 12.3 The Supplier acknowledges and agrees that it shall inform the Customer once the products as requested have been completed.
- 12.4 If installation is required, the area where the installation is to take place must be cleared prior to delivery taking place. The Supplier will not be held responsible for any loss or damage to goods that have been moved in order for delivery and/or installation to take place. Should delivered goods be left at the Customer's premises prior to installation taking place, the responsibility for the goods falls on the Customer. The Supplier does not accept responsibility for goods left at Customers premises. The Customer is to ensure that delivery and installation areas are accessible and furniture items can be moved to the area with ease.
- 12.5 The Customer acknowledges that the Supplier may charge the Customer rent for the storage of the products retained after the 7 (seven) day period as reflected in Paragraph 12.2 above has lapsed.
- 12.6 It is the responsibility of the Customer to inspect all goods on receipt, and so ensure that the goods are correct and received in good order on delivery of the goods.
- 12.7 Delivery is free of charge within a specified radius of that particular Supplier branch. All deliveries outside of this area will be subject to a delivery charge.

13. DELIVERY NOTES

- 13.1 The Supplier's delivery note, or waybill, or the consignment note of any authorised carrier signed by the Customer or an employee or agent of the Customer shall be preliminary proof on its mere production that the products delivered corresponds with the quantity as reflected on the relevant delivery note, waybill or consignment note.
- 13.2 The Customer shall thereafter bear the duty to prove the contrary.
- 13.3 Delivery of products by the Supplier or its agents, to any person or carrier, and consigned to the Customer's nominee, shall constitute delivery thereof to the Customer, such delivery being at the Customer's risk.

14. COMPLAINTS ABOUT QUALITY OF PRODUCTS

- 14.1 All guarantees are given in terms which are in accordance with the original manufacturer / agents guarantee to the Supplier. No additional guarantee will be extended. All goods are guaranteed against manufacturing defects. Any abnormal or abusive use of goods are not covered by our guarantee.
- 14.2 Any complaints in respect of the quality and/or quantity of the products supplied shall be made in writing, and shall be delivered by the Customer to the Supplier within 7 (seven) days of receipt of the completed product.
- 14.3 Any such complaint shall clearly set out the nature of the complaint.
- 14.4 If a complaint is not lodged within the agreed period of 7 (seven) days, the products supplied shall be deemed to be free of defect and in accordance with the order placed.
- 14.5 The Supplier's policy in respect of exchanges, returns and refunds depends on, inter alia, the type of goods and the policy of the manufacturer or agent thereof. Where the CPA applies to the Customer, the Supplier's policy in this regard will comply with the requirements of the CPA subject to any limitations, restrictions and charges allowed under the CPA.

15. PAYMENT

- Section 19(7) provides that if a Supplier delivers to the consumer a larger quantity of goods than the consumer had agreed to buy, the consumer may: -
- (a) Reject all of the delivered goods; or
 - (b) Accept delivery of the goods, and (i) pay for the agreed quantity at the agreed rate and (ii) treat the excess quantity as unsolicited goods in accordance with section 21.
- 15.1 The Supplier reserves the right to request a deposit for an upfront payment for an order, prior to acceptance of the order or before delivery.
 - 15.2 Payment for any outstanding amounts for goods already delivered may not be withheld due to late or non delivery of any goods.
 - 15.3 All credit sales to the Supplier Customers are made in accordance with the Supplier's general Terms and Conditions.
 - 15.4 The Customer shall make payment to the Supplier within the period as stipulated in the Supplier's Application for Credit Facilities or Contract of Sale.
 - 15.5 Should the Customer not dispute the accuracy of an invoice, in writing 7 (seven) days after the date reflected on the invoice, the invoice shall be deemed to be correct.
 - 15.6 The Customer shall under no circumstances be entitled to deduct, set-off any amount, defer or withhold payments of any amounts due to the Supplier in terms of this Agreement.
 - 15.7 Should the Customer fail to pay any amount due in terms of this Agreement on due date, such overdue amount shall bear interest at the maximum interest rate allowed by law.
 - 15.8 Should any amount owing by the Customer to the Supplier in terms of this Agreement, become overdue for payment, then the Supplier reserves the right to:-
 - 15.8.1 claim immediate payment on demand of all amounts owing at the time, whether payment be overdue or not
 - 15.8.2 cancel the Agreement.

16. CERTIFICATE

- A Certificate signed by one of the Supplier's duly authorised employees showing the amount due and owing by the Customer to the Supplier at any given time shall be on the face of it proof of the amount owing by the Customer to the Supplier.

17. OVERDUE PAYMENT

- The Customer acknowledges and agrees that the Supplier may, after the 7 (seven) day period as stipulated in Paragraph 15 above has expired, exercise a general lien on all the Customer's goods and property in possession of the Supplier.

18. RESERVATION OF OWNERSHIP

- Ownership of the Supplier's products shall remain vested in the Supplier and will only pass onto the Customer once payment of the full contract price has been effected.

19. RISK

- The Customer acknowledges that all materials and products supplied by the Customer to the Supplier will be held at the Customer's risk.

20. INDEMNIFICATION

- 20.1 The Customer acknowledges and agrees that the Supplier will not be responsible for:-
 - 20.1.1 Imperfect work caused by defects in, or unsuitability of, material or equipment not supplied by the Supplier.
 - 20.1.2 Any material or goods owned by the Customer wasted during the normal course of production.

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- 20.1.3 Any extra costs incurred to supply the products requested by the Customer through the use of defective materials or equipment supplied by any third party.
- 20.2 The Customer shall indemnify the Supplier against any loss, liability, expense, or damage of whatsoever nature suffered resulting from any action instituted by a third party arising out of the infringement of any third party's trade secrets, propriety rights, any personal rights or copyright.
- 21. LIMITATION OF LIABILITY**
Subject to the conditions of Paragraph 10 above, the Supplier shall only be liable in delict, contracts or otherwise for any direct and/or consequential damages suffered by the Customer for an amount which is not more than 10% of the total value of the products supplied by the Customer.
- 22. FORCE MAJEURE**
In the event that the Supplier is unable to perform any obligation herein due to any circumstances beyond its control, including the action, intervention or decree of any Government, the inability to secure labour, materials, power or supplies or by reason of an act of God, civil disturbances, riots, states of emergency, strikes, lock-outs or other labour disputes, fire, flood or legislation, either party may terminate this agreement by means of written notice to the other party.
- 23. SECRECY AND CONFIDENTIALITY**
The parties hereto agree and acknowledge that:-
- 23.1 All rights, title, interest and copyright in and to trade secrets and confidential information shall remain the exclusive property of such party;
- 23.2 Either party shall keep and maintain as strictly confidential all the trade secrets and confidential information furnished to one another by either party pursuant to the conclusion of this Agreement.
- 23.3 Each party will use its utmost efforts and diligence to guard and protect each other's trade secrets and confidential information.
- 24. DISPUTE**
- 24.1 In any dispute between the Supplier and the Customer, the Supplier shall be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with any agreement between it and the Customer, until such time as the Customer proves the contrary.
- 24.2 In the event of a dispute arising between the parties to these trading terms in regard to any aspect, provision, or clause hereof, then and in such event, the dispute shall be referred to the Printing Industries Federation of South Africa (PIFSA) or alternatively the Arbitration Foundation of South Africa (AFSA) for arbitration. The decision of arbitrators appointed by PIFSA or AFSA will be final and binding on the parties hereto. It is within the contemplation of the parties that such dispute, which may be resolved in the manner aforesaid, will include disputes as to the meaning, effect and interpretation of this agreement.
- 25. BREACH**
Either party may summarily cancel this agreement if either party commits a breach of any of the provisions of this agreement and fails to rectify such breach within 7 (seven) days after receiving written notice from the aggrieved party to do so.
- 26. LEGAL COSTS**
If, as a result of any breach by the Customer of any of the terms of this agreement, the Supplier instructs attorneys to make demand or institute legal proceedings against the Customer, the Customer shall be liable for and shall pay, on demand, all legal costs and disbursements so incurred, including the costs of any letter of demand, tracing agents fees and collection commissions on the scale as between attorney and own client.

- 27. JURISDICTION**
The Customer hereby consent to the jurisdiction of the Magistrate's Court, despite the fact that the subject matter or the amount outstanding may otherwise exceed the jurisdiction of the Magistrate's Court. Such consent does not preclude the Supplier from proceeding in any other court that has jurisdiction.
- 28. CONSENT**
The Customer specifically CONSENTS that the Supplier:-
- 28.1 may carry out a credit enquiry in respect of the Customer; including its members, directors, trustees and/or partners
- 28.2 may access a Credit Bureau's data base before granting credit to the Customer;
- 28.3 may, where credit is granted, transmit details to a Credit Bureau of how the Customer has performed in meeting its obligations under the account, and share such information with other Credit Bureaus for purposes of assessing further applications for credit by the Customer (and its members, directors or partners as the case may be) and for occasional debt tracing, debt collection and fraud prevention purposes;
- 28.4 if credit is granted in favour of the Customer and the Customer fails to meet its financial commitments to the Supplier, the Supplier may record the Customer's default with a Credit Bureau;
- 28.5 may refer information relating to the Customer's credit performance to a Credit Bureau 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;
- 28.6 may record the existence of a Customer's account with the Supplier at a Credit Bureau(s).
- 29. DOMICILIUM**
- 29.1 The Customer to this agreement chooses as its address ("the address") for the purposes of the giving of any notice, the service of any process or for any other purpose arising from this agreement:- the address as stipulated in this Supplier's Credit Application.
- 29.2 The parties shall be entitled from time to time by written notice to one another, to vary their address to any other physical address in the Republic of South Africa.
- 29.3 Any notice which is:-
- 29.3.1 posted by pre-paid registered post to a party's address shall be deemed to have been received by the party on the seventh day after the date of posting;
- 29.3.2 delivered by hand during the normal business hours of a party at the party's address shall be deemed to have been received by the party at the time of delivery;
- 29.3.3 sent by telefacsimile at the party's address shall be deemed to have been received by that party on the first business day following the transmission thereof.
- 30. GENERAL**
- 30.1 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 30.2 No indulgence which the Supplier may grant to the Customer shall constitute a waiver of any of the rights of the Supplier, which shall not thereby be precluded from exercising any rights against the Customer which may have arisen in the past, or which may arise in the future.
- 30.3 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 Supplier all information reasonably material and required by the Supplier in order to enable the Supplier to make a valid decision regarding the Customer's creditworthiness.
- 30.4 The parties record and agree that the Supplier has been induced to enter into this Agreement relying on the truth of these warranties and representations, all of which are deemed to be material.

WITNESS MUST INITIAL

SIGNATORY MUST INITIAL

I FURTHERMORE ACCEPT THAT ALL BUSINESS IS UNDERTAKEN BY THE SUPPLIER, IS STRICTLY AND EXCLUSIVELY SUBJECT TO THE CREDIT GRANTOR'S STANDARD TRADING TERMS. THE CUSTOMER APPLYING FOR CREDIT FACILITIES FROM THE CREDIT GRANTOR ACKNOWLEDGES THAT ALL BUSINESS THEREAFTER (WHETHER UNDER THAT QUOTATION OR ORDER OR OTHERWISE) SHALL BE SO SUBJECT TO THE CREDIT GRANTOR'S TERMS AND CONDITIONS. ACCOUNTS ARE PAYABLE 30 DAYS NET FROM DATE OF STATEMENT.

I/We do hereby warrant that all the information recorded in this application is complete, true and correct. I/We do sign of my/our own freewill and warrant that I/we are duly authorised to do so. I/We confirm that I/we understand and appreciate the risks and costs of the proposed credit and my/our rights and obligations under this credit application.

FOR AND ON BEHALF OF THE CUSTOMER

This done and signed at _____ on this _____ day of _____ 2 _____

Full Name: _____ Witness 1: _____

Signed: _____ Witness 2: _____

ID No: _____

FOR AND ON BEHALF OF THE SUPPLIER

This done and signed at _____ on this _____ day of _____ 2 _____

Full Name: _____ Witness 1: _____

Signed: _____ Witness 2: _____

ID No: _____