

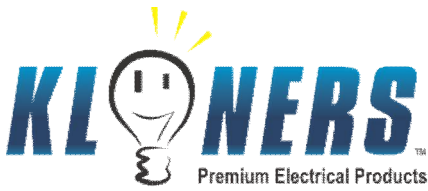
APPLICATION FOR CREDIT

TRADING NAME OF BUSINESS	
REGISTERED NAME OF BUSINESS ENTITY	
PHONE:	FAX: E-MAIL:
POSTAL ADDRESS INCL. CODE	
PHYSICAL ADDRESS INCL. CODE	
PURCHASING CONTACT PERSON	E-MAIL;
ACCOUNTS CONTACT PERSON	E-MAIL
BUSINESS AND CREDIT INFORMATION	
FORM OF BUSINESS	REGISTRATION NUMBER(please attach a copy)
DATE BUSINESS COMMENCED	VAT REGISTRATION NO.(please attach a copy)
BANK NAME	BRANCH AND DATE OPENED
TYPE OF ACCOUNT	ACCOUNT NUMBER
ACCOUNT NAME	ON EFT/INTERNET BANKING?

INITIAL: _____

Members: S. W. Rayd

Kloners Electrical Lines CC Reg. 1988/012400/23 VAT 4150104356



Physical
 UNIT 5 Chaka Centre
 No.4 - 5th Street, Wynberg
 Johannesburg
 Gauteng, South Africa
 2043

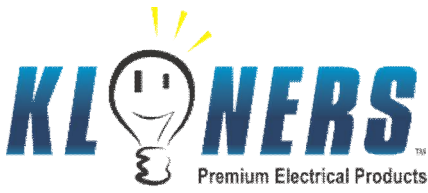
T: +27 (0)11 440 0226
 F: +27 (0)11 440 0868
 info@kloners.co.za

DETAILS OF: PROPRIETOR	DIRECTORS/SHAREHOLDERS	MEMBERS	PARTNERS
FULL NAME	ID		
RESIDENTIAL ADDRESS(with code)			
FULL NAME	ID		
RESIDENTIAL ADDRESS(with code)			
FULL NAME	ID		
RESIDENTIAL ADDRESS(with code)			
HOW LONG HAVE THE INDIVIDUALS OWNED THE BUSINESS			
PRIMARY BUSINESS ADDRESS:	OWNED	LEASED	
NAME, ADDRESS AND TELEPHONE NUMBER OF LANDLORD			
HOW LONG AT CURRANT ADDRESS:			
NAME, ADDRESS, CONTACT NUMBERS OF CURRENT AUTITORS			
CONTACT PERSON:			

INITIAL: _____

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BUSINESS/TRADE REFERENCES
COMPANY NAME ACCOUNT NUMBER CREDIT LIMIT CONTACT PERSON TELEPHONE NUMBER
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<p>Details of all sureties, cession of debtors, notarial bonds, factoring and judgements:</p> <p>List of all liquidations or sequestrations against the business or its principals:</p> <p>Have moratoriums or offers of compromise ever been made to any creditors?</p>	
<p>AMOUNT OF CREDIT REQUIRED: _____</p>	
<p>AGREEMENT AND SIGNATURE</p> <ol style="list-style-type: none"> 1. Standard Payment Terms strictly 30days from date of statement 2. The undersigned, duly authorized, accepts on behalf of the Customer, the standard payment terms above and all terms and conditions attached herewith 3. The Customer acknowledges that any amount due for goods will be due unconditionally within 30 days from the end of the month in which a tax invoice is issued by Kloners 4. The Signatory hereby binds himself/herself as co-principal debtor jointly and severally for all existing and future debts incurred with Kloners by the Customer applying here-in. 5. I hereby declare that all the above information is correct. 	
<p>AUTHORISED SIGNATURE</p>	
<p>PLACE</p>	<p>DATE</p>
<p>PRINT NAME IN FULL</p>	<p>CORPORATE DESIGNATION OF SIGNATORY</p>

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CREDIT APPLICATION AND SURETYSHIP

1. INTERPRETATION

- "KLONERS" means Kloners Electrical Lines cc
- "CUSTOMER" means any person with whom Kloners contracts for the sale of any goods
- "GOODS" means any product or item, sold and or supplied by Kloners by the Customer whether Kloners or any other brand.

2. PAYMENT AND CREDIT

- The Customer agrees that the amount contained in a Tax Invoice issued by Kloners in respect the purchase price of goods supplied shall be due and payable unconditionally cash on order, or, if the Customer is a Credit Approved Customer, within 30(thirty) days from the end of the month in which a tax invoice has been issued by Kloners
- If more than one delivery is made, then each delivery will be invoiced and shall be paid for separately but in accordance with the paragraph above
- The Customer has no right to withhold payment (or to set off any amount due by it to Kloners against any amount owed to it by Kloners) for any reason whatsoever and agrees that it shall not be entitled to any extension of time for payment unless so agreed by Kloners in writing
- The risk of payment by cheque through the post rests with the Customer.
- The Customer agrees that the amount due and payable to Kloners may be determined and proved by a certificate issued and signed by any official or manager of Kloners, whose authority need not be proved, or by any independent auditor. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.
- A Credit Approved Customer will forthwith lose such approval when payment is not made within the period referred to in 2 above and all amounts then outstanding shall immediately become due and payable.
- Kloners shall be entitled to withdraw credit facilities at any time within its sole discretion.
- Kloners shall be entitled to charge interest on all overdue accounts at the maximum rate permissible from time to time for money lending transactions in terms of the Usury Act or equivalent legislation, as amended. Such interest shall be calculated and payable monthly in advance on the first day of each and every successive month on the balance outstanding from time to time by the Customer to Kloners and shall be added to the amount due to Kloners by the Customer in respect of the purchase price of the goods.
- The Customer agrees that in the event of any portion of an invoiced indebtedness being disputed the Customer shall nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of payment.
- All goods supplied by Kloners to the Customer shall remain the property of Kloners until the purchase price in respect thereof has been paid in full, but the Customer shall have the right to dispose thereof in the ordinary course of normal business in which event it is hereby expressly agreed in advance that the claim to any right of recovery of the purchase price from the eventual from the eventual Customer of the goods shall be ceded to Kloners as security for payment of any amount outstanding.

3. DISCOUNTS

- The price of the goods sold to the Customer is strictly net and not subject to any discounts unless otherwise agreed to in writing.
- If any discount is agreed to in writing it shall only be allowed if payment is received by Kloners strictly by the due date and shall only apply to the actual price of the goods themselves and not to any general sales tax, transport costs, insurance, storage charges or other duties or taxes.

INITIAL: _____

4. DELIVERY

- Delivery shall be completed when goods are off loaded at the destination, if the goods are to be transported by means of Kloners vehicle or when the goods are loaded if they are to be transported by the Customer or a carrier engaged (whether by Kloners or the Customer) to transport the goods to the Customer.
- Should Kloners at the Customer's request agree to engage a carrier to transport the goods to the Customer then Kloners is authorized to engage a carrier on such terms and conditions as it deems fit, and Their Customer shall indemnify Kloners against all demands and claims which may be made against it by the carrier so engaged and all liability which Kloners may incur to the carrier arising out of the transportation of the goods.
- The risk in the goods shall pass to the Customer on delivery of the goods.
- Kloners shall not be liable under any circumstances for any complaint or claim for any alleged shortage in delivery or defect in the goods, unless written notice is received by Kloners within seven days after delivery of the goods to the Customer.
- The signature of any employee or Agent of the Customer which appears on Kloners official delivery note or way-bill or the delivery note of any authorized independent carrier shall constitute conclusive evidence of delivery of goods purchased.
- If more than one delivery is to be made then the provisions of this clause shall apply to each delivery.
- Time of delivery shall not be the essence of the contract.

5. SET OFF

- In the event of Kloners becoming indebted to the Customer, Kloners may set off such indebtedness against any monies, which may be or become owing by the Customer to Kloners

6. EXCLUSIONS

- THE Customer is responsible for determining that all products (included in the goods) purchased and the method of application is correct for their purpose.
- Kloners liability to the Customer for any damages sustained by the Customer from any cause whatsoever including any damages arising out of Kloners negligence or that of its servants, agents or sub-contractors shall in any event and under all circumstances be limited to the replacement of Kloners premises of goods which at the date of delivery thereof are subject to a patent defect arising from defective materials.
- Except as provided as above, Kloners shall in no circumstances whatsoever be liable for any loss of profit, expenses or any damage direct or indirect, incidental, consequential or otherwise sustained by the Customer arising from the use or application of any product purchased from Kloners
- Insofar as any of Kloners obligations under the contract are carried out by any of its servants, Agents, sub-contractors, associates or subsidiaries. The provisions of the immediate three paragraphs above are stipulated for their benefits as well as Kloners and each of them shall be exempted accordingly.
The Customer shall not have any claim of any nature whatever against Kloners for any failure by Kloners to carry out any of its obligations under its contract with the Customer as a result of causes beyond Kloners control, including but without being limited to any strike, lock out, shortage of labor or materials, delays in transport, accidents of any kind, any default or delay by sub-contractor or supplier of Kloners, not political or civil disturbances, the elements, any act of any State or Government, any delay in securing any permit, consent or approval required by Kloners for the supply of goods under the contract or any other authority or any other cause whatsoever beyond Kloners absolute and direct control.

7. WARRANTY

- Save as provided for in the second paragraph under EXCLUSIONS, all goods are sold voetstoets and without any warranties whatsoever, whether expressed or implied.

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8. DEFAULT

- Should the Customer default in paying his/her account strictly by due date or commit a breach of any of the terms or conditions of his/her contract with Kloners or being an individual die or be provisionally or finally sequestrated or surrender or make application to surrender his estate or commit any act of insolvency or
- Being a partnership the partnership is terminated or
- Being a company or close corporation and is placed under a provisional or final order of liquidation or judicial management or
- Has a judgement recorded against it which remains unsatisfied for seven days or
- Compromise or attempt to compromise generally with any of the Customers creditors or
- Enters into any transaction which has the effect of changing the beneficial ownership of the Customer's business or
- If the Customer is a company or Close Corporation and enters into any transaction which has the effect of a change in the effective control of the company or corporation. Then without prejudice to any other right it may have
- Kloners rights in terms of the above two paragraphs shall not be exhaustive and shall be in addition to its common law rights.
- No relaxation which Kloners may have permitted on any one occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of Kloners rights to enforce its obligations on any subsequent occasion.
- Upon the cancellation of the contract between Kloners and the Customer for any reason whatsoever, all amounts then owed by the Customer to Kloners from any cause whatsoever shall become due and payable forthwith, and
- Kloners may re take possession of all goods in respect of which ownership has not yet passed.

9. JURISDICTION

- Kloners shall be entitled by not obliged to institute any proceedings against the Customer arising out of its Contract with the Customer for the full balance outstanding including current purchases in any Magistrates Court having jurisdiction over the Customer notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrates Court. Further, the Customer agrees to be liable for all legal costs on the scale as between attorney and his own and collection charges and tracing costs.
- A certificate signed by any Officer or Manager of Kloners showing the amount due and owing by the Customer to Kloners at any given time shall be "prima facie" evidence of the amount due by the Customer and such certificate shall be sufficient for purposes of judgement or provisional sentence or other legal proceedings.

10. DOMICILIUM

- The Customer nominates its business address as reflected on the face hereof as its "domicillium citandi et executandi" for service upon it of all notices and processes whether in connection with any claim or any sum due to Kloners or otherwise.

11. NEGOTIABLE INSTRUMENTS

- Any promissory note, bill of exchange or other negotiable instrument received by Kloners from the Customer shall not be a novation of the debt for which it is given and the Customer waives presentment, notice of dishonour and protest where applicable.

12. RETURN OF GOODS

- If, in the exercise of its discretion Kloners shall agree, at the request of the Customer to accept the return of any goods for credit, which goods were correctly supplied by Kloners and are not faulty or subject to any claim, then Kloners shall be entitled without the necessity of any further agreement to claim from the Customer a handling charge of 15% (fifteen per cent) of the invoice price of the goods so returned.

13. LAW APPLICABLE

- The contract of sale to which this invoice relates is governed by the laws of South Africa.

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14. SURETYSHIP

- The Customer's signatory on the front page hereby binds himself/herself in his/her personal capacity in favour of Kloners as surety in "solidum" and co-principal debtor with the Customer for the due payment or performance by the Customer to Kloners of all sum or sums of money or obligations which may now or may at any time be or become due or owing by or claimable from the Customer or by Kloners by any cause of debt whatsoever.'
- Such signatory hereby further waives the benefit of the legal exceptions of "excussion", "division", "cession of actions" and "non causa debiti" and declares that he/she knows and understands the meaning and effect of such renunciation.

15. GENERAL

- IF ANY PROVISION OF THESE Terms and Conditions is unenforceable, then Kloners shall be entitled to elect (which election may be made at any time) that such provision be severed from the remaining provisions of these Terms and Conditions, which shall not be affected and shall remain in full force and effect.
- No variation, alteration or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in embodied in a written document and signed by a duly authorized officer of Kloners.
- No waiver or abandonment by Kloners of any of its rights in terms of this application and these Terms and Conditions shall be binding on it unless such waiver or abandonment is in writing and signed by a duly authorized officer of Kloners.
- No indulgence, extension of time, relaxation of latitude which Kloners may show, grant or allow to the customer shall constitute a waiver by it of any of its rights and Kloners shall not thereby be prejudiced or stopped from exercising any of its rights against the customer which may have arisen in the past or which may arise in the future.

16. CONSENT CLAUSE

- THE Customer hereby consents to the storage and use by Kloners of the personal information that it has provided to Kloners for establishing its credit rating and to Kloners disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Kloners will not be held liable for the disclosure in good faith of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- The Customer hereby consents that in the event of the account not being timeously settled in full by the Customer, then interest at a rate of 2% per month on the outstanding balance shall payable thereon, until the date on which it is settled in full

INITIAL: _____