

8. TRADE REFERENCES:
- 8.1 NAME:..... FAX:.....
 DEBTORS CONTACT:.....
- 8.2 NAME:..... FAX:.....
 DEBTORS CONTACT:.....
- 8.3 NAME:..... FAX:.....
 DEBTORS CONTACT:.....
9. EXPECTED MONTHLY PURCHASES: R.....
10. AUDITORS OF COMPANY OR CC & ADDRESS:.....

11. I / We undertake to pay my / our account within THIRTY (30) DAYS of the date of monthly statements which will be mailed to my / our address as stated in paragraph 2 above.
12. I / We have read and understood and hereby accept and agree to the following conditions:
- 12.1 Should any amount not be paid on due date as per paragraph 11 above, then the whole amount shall become due, owing and payable irrespective of the date/s when the good were purchased and I / we shall be liable to pay interest in respect of amounts unpaid as at due date at the maximum rate prescribed by the Usury Act No. 73 of 1968 as amended, on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, and should the said interest not be paid in full as aforesaid, the sums shall be added to the principal sum, and the total shall form the principal debt which shall then bear interest in the manner as set out above. All payments will be made to **Knysna Equipment Hire & Sales** at Knysna.
- 12.2 Notwithstanding anything to the contrary contained herein, or otherwise contained, you may at any time and from time to time increase or decrease the rate of interest payable under condition, Clause 12.1 above, in your sole discretion, and to maintain any differential interest rate imposed by the Credit Agreement Act No. 75 of 1980.
- 12.3 I / We hereby select and nominate the address in paragraph 2 as my / our *domicilium citandi et executandi* for service upon me / us of all notices and processes in connection with any claim arising out of the granting of credit facilities to me / us.
- 12.4 (a) I / We consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for determination of any claim which you may at any time have against me / us arising out of the supply of goods and which would otherwise be beyond the jurisdiction of a Magistrate's Court because of the amount of the claim. Notwithstanding the foregoing, you shall be entitled in your discretion to take any such legal proceedings in any other Court of competent jurisdiction.
- (b) Any order for the hiring of goods or the purchase of equipment and material to Knysna Equipment Hire shall be deemed to constitute an offer by myself/us to Knysna Equipment Hire. A contract of hire/sale will become final and binding upon acceptance by Knysna Equipment Hire, of the offer, even if this acceptance has not been conveyed to by/our mind.
- 12.5 Credit facilities may be withdrawn by yourself at any time without prior notice to my / us and the extent and nature of such facilities shall at all time be in your sole discretion.
- 12.6 A certificate by one of your authorised employees showing the amount due and owing by me / us to you at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against me / us for recovery of the said amount and all evidence of the prevailing rate of interest chargeable on overdue accounts.

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- 12.7 Should you agree to your sole discretion to accept the return of any goods for credit of my / our account, I / we shall be liable, without the necessity of any further agreement, to pay you a handling charge of 10 per cent on the invoiced price of the goods returned.
- 12.8 I / we acknowledge you are entitled in your own discretion to appropriate any payment made by me /us to any part of the account which you may elect.
- 12.9 Should I / we at any stage change the form of legal entity or the name of ownership under which account and credit facilities are being used (as in paragraph 1 and in the applicable sections following thereafter) I / we undertake to notify you in writing by registered post within seven (7) days as from the date when the change takes effect. I / We furthermore indemnify yourself against loss or damage which may result from such change or from any failure on my / our part to notify yourself of such change.
- 12.10 In the event of you engaging the service of an attorney to collect from me / us any amount which has become due by me / us to you, then in addition to any other legal charges for which I / we may have become legally liable, I / we shall pay collection commission and attorney and client fees at the tariff rate that your attorney is obliged to charge you.
- 12.11 Ownership in and to goods purchased on credit will not pass to me / us on delivery of the goods but only when the full amount of the purchase price has been paid to you.
- 12.12 I / We shall not sell, cede, assign, transfer or pledge the goods sold on credit or allow it to become subject to any lien of whatsoever nature or deliver possession thereof to any other person while any portion of the purchase price remains unpaid.
- 13.1 Knysna Equipment Hire & Sales has my / our consent at all time to contact and request information from any persons, credit bureaus or businesses and to obtain any information relevant to my / our credit assessment including, but not limited to, information regarding the amounts purchased from supplier's per month, length of time I / We have dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 13.2 I / We hereby consent to and authorise Knysna Equipment Hire & Sales at all times to furnish personal and credit information concerning my / our dealings with Knysna Equipment Hire & Sales to a credit bureau and to any third party seeking a trade reference regarding my / our dealings with Knysna Equipment Hire & Sales.
- 13.3 I / We agree that information given in confidence to Knysna Equipment Hire & Sales by a third party will not be disclosed to me / us.

STANDARD TRADING TERMS – CONDITIONS OF HIRE & SALE FOR KNYSNA EQUIPMENT HIRE & SALES

1. The goods as listed and described on the face of this invoice and/or described in any delivery notes (hereinafter styled "the equipment") are hired by Knysna Equipment Hire & Sales (hereinafter styled "the owner") to the owners customer as listed on the face of this invoice or on any delivery note and referred to hereinafter as the hirer.
2. The party signing this tax invoice and agreeing to these terms and conditions (hereinafter styled "the hirer") hires the same upon condition that the equipment, being the property of the owner will be looked after and not sold, or hired out to any third party, or lent to any third party or transferred to any other site or otherwise dealt with other than as set forth in these conditions.
3. The hirer expressly agrees not to part with possession of the equipment without first obtaining the prior written approval of the owner to do so.
4. The hirer undertakes to inform the owner in writing if there is any change of address at which the equipment is to be used or stored.
5. The hirer indemnifies the owner and holds it harmless in respect of any claims by any person whatsoever for injury to persons and/or damage or loss to property caused by or in connection with or arising out of the use of the equipment by the hirer or by any other party and further indemnifies the owner in respect of all costs and charges that may be incurred in connection with any such claim whether the claim arises under common or statute law.
6. The owner requires the hirer to make payment to it of a deposit at the rate set forth in the owner's standard deposit list which is available at it's reception and/or on request and the owner agrees to refund that deposit to the hirer less any hire charges incurred should the equipment be returned to the owner intact and in good order and condition and without the equipment having been damaged.
7. The hirer shall accept and hereby does full responsibility to reimburse the owner for any damage to or any loss sustained to the equipment whilst in the possession of the hirer and/or during the hire period referred to on the face of this tax invoice.

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8. The hire shall be deemed to have commenced at the time the equipment leaves the owner's premises and shall continue for multiples of twenty four hours until the equipment is returned. A normal days use shall be recognised as eight daylight/working hours.
9. The hire period shall be deemed to continue until the equipment has been unpacked, inspected by the owner and found to be good and clean condition and in working order.
10. All equipment must be returned no later than 24 hours after collection failing which an extra days hire will be charged. In relation to a hire for any shorter period, provided the equipment is taken and returned within four hours on the same day then the hire charge shall be reduced to 60% on a normal days hire charge applicable only to equipment that this rate applies to.
11. All equipment which is not returned will be charged at the owner/s standard selling prices and shall be additional to the hire charges payable by the hirer in terms of this agreement and shall be payable by the hirer to the owner in cash on presentation of the owner's invoice to him.
12. Deposits and hire charges for the full period of the anticipated hire are payable by the hirer to the owner on or before collection or delivery of the equipment.
13. The hirer agrees to pay any delivery charges incurred by the owner on presentation of an invoice in respect of those charges. Any additional charges incurred by the owner shall be due and payable by the hirer on presentation of an account.
14. Failure to make payment of the hire charges or of any invoice raised pursuant to the provisions of these conditions shall entitle the owner on demand and without notice to the hirer, to collect the equipment from the hirer who undertakes to assist the owner in retaking possession thereof at any site or address at which the equipment is stored or being used. To this end the hirer hereby nominates, constitutes and appoints a representative duly nominated by the owner as his power of attorney to take all steps and do all such things as may be necessary to retake possession of the equipment in question.
15. Unless otherwise agreed in writing by the parties the hirer shall return the equipment to the owner's premises at the expiration of the hire period or alternatively shall request the owner in writing to collect the equipment at the address where the equipment is stored or used for which an additional charge will be made and paid by the hirer. All such requests to hire equipment or to have the equipment returned by way of collection by the owner, shall either be made in writing or recorded telephonically and it shall be incumbent on the hirer to obtain an "off-hire number" telephonically, from the owner when doing so. Failure to obtain such a number shall mean that the hire period shall be extended and shall continue until an "off-hire number" is obtained and the hirer shall be responsible for the entire period of the hire until the "off-hire number" is issued to the hirer or the equipment returned into the owner's possession.
16. Risk in the equipment remains with the hirer and should any item not be returned to the owner at the expiration of the hire period, then the hirer agrees and undertakes to the owner to compensate the owner with the costs of replacing any item of equipment not returned on the basis of the actual costs of replacement irrespective of the age or condition of the item of equipment not returned. The costs which the hirer agrees to reimburse is that set forth in the owner's standard selling price schedule as published by the owner from time to time. That schedule is available to the hirer for inspection at it's reception or on request.
17. The hirer shall return the equipment to the owner's premises at the end of the period of hire, but he may request the owner to collect the equipment provided that such request is made at the time of entering into the hire transaction and this is noted in writing on the face of this document. When the hirer requests the owner to collect the equipment, he shall at the same time elect either: to pack the equipment, in which case he shall be responsible for ensuring that the equipment is stacked in a manor in which it may be safe and accessible for collection and transport. The hirer shall have the right to be present on the owner's premises when the equipment is checked in by the owner: the hirer agrees to pay collection charges in respect of the equipment charged at the standard rates charged by the owner for the delivery and collection of it's equipment.
18. In the event of the equipment not being available for collection by the owner when the hirer has specified a collection time, a charge will be made for the wasted journey. At all times the hirer shall be fully responsible for the equipment until such date as they have been returned to the owner's premises or they have been collected by the owner.
19. When the equipment is delivered by the owner in the absence of the hirer or his representative, the hire delivery note shall be forwarded to the hirer's address and deemed to be conclusive proof of delivery of the equipment listed therein in good and clean working order and condition.
20. Although every effort is made to supply all equipment at the time requested, no liability or responsibility can be accepted in respect of late or non-delivery, mechanical breakdown, or other circumstances beyond the control of the owner and their hirer indemnifies and holds the owner harmless in respect of any claims arising in consequence thereof.
21. The owner reserves the right of access to any location where the equipment may be used for the purpose of repossessing same. Charges arising out of repossession will be made as considered necessary by the owner and should it be necessary to bringing any legal action to do so then the hirer agrees to pay attorney and own client costs incurred in this process.
22. Hire fees paid in advance to secure bookings will not be refunded in whole, or in part, unless good cause can be shown for cancellation.

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23. Should the owner deem it necessary to institute legal proceedings against the hirer arising out of this agreement the hirer shall be responsible for all the owner's legal costs including such costs on the basis as between the attorney and own client and collection commission.
24. Should any amounts due in terms of this agreement not be paid on the due date then interest at the maximum permissible rate per month or portion thereof shall be paid by the hirer and all amounts will be deemed to be due owing and payable by the hirer to the owner.
25. No allowance on hire charges will be given for inclement weather, strikes, labour shortages or non-delivery of building material, unless expressly agreed to by the owner in writing.
26. Unless the Hirer advises the Owner in writing at the commencement of the rental of any defect in the unit, it shall be deemed that the unit was delivered complete and in proper working order.
27. Should any premises where the unit(s) are normally kept be hired then the Hirer shall-
 - a) Advise the Landlord (and any subsequent Landlord) in writing of the Owner's ownership of the unit;
 - b) Advise the Owner of the name and address of the Landlord (and any subsequent Landlord) whom the Owner shall be entitled to notify in writing of its right in the unit;
 - c) Not allow the unit to be attached by the Landlord or any other person, and shall forthwith advise the Owner of any attempt to attach the unit.
28. Should the Hirer breach any term of this agreement, or commit any act which, if the Hirer were a natural person, would constitute an act of insolvency in terms of the insolvency Act, the Owner shall be entitled forthwith to cancel this agreement and recover possession of the unit.
29. The contract holder hereby gives his / her consent for a credit check.
30. Outstanding accounts are subject to default listing on a national credit bureau database.
31. On payment of the outstanding debt the default listing will be adjusted to read " PAID DEFAULT " until legislation demands complete removal.
31. (Your Company name) reserves the right to provide a national credit bureau with updated personal information.
32. The contract holder also consents that (Your Company name) may use a national credit bureau database for tracing, should the contract holder abscond.
33. The contract holder hereby agrees that should they default on payment, (Your Company name) can make this information available to the industry and affiliated businesses.
35. Hirer agrees that he is familiar with the basic functions and use of the equipment hired and that the owner accepts no responsibility for injuries emanating from use of our machines used.

CONDITIONS OF SALE: (IF APPLICABLE)

These conditions only apply if this invoice relates to the sale of any item of equipment.

1. Equipment purchased from the owner remain it's property until fully paid for and may be repossessed without recourse to the hirer if not paid for in full by the hirer within the standard terms of payment being cash or 30 days from date of invoice as may be reflected on the face of this invoice.
2. Other than any manufacturers guarantee extended to the hirer in respect of the equipment sold the owner does not warrant that the equipment is suitable for the purposes for which it was purchased.
3. The hirer chooses as it's domicilium citandi et executandi the address set forth on the face of this invoice for all purposes arising out of this agreement and shall be entitled to change the address on notice to the owner sent by registered post to it.
4. The owner's liability in respect of any article manufactured by it which is proved to be defective shall be limited either to replacing such article, or at its option, refunding the purchase price paid or quoted. All claims shall lapse and be unenforceable unless lodged in writing at the owner's office within 15(fifteen) days of the date of delivery, whereupon the purchaser shall make available for inspection at the purchaser's expense any articles alleged to be defective. Consequential loss/damage/s are expressly excluded.

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 I / we are duly authorised in doing so.

SIGNED AT _____ THIS _____ DAY OF _____ 200__.

AS WITNESSES:

1. _____

2. _____

Signature of Applicant or its duly
authorised representative/s.

SURETYSHIP

I, the undersigned,.....

(Identity Number: _____)

hereby bind myself jointly and severally as surety and co-principal debtor *in solidum* for the due fulfilment
by(company or close corporation)

(hereinafter referred to as "the Debtor") of all its obligations to

KNYSNA EQUIPMENT HIRE & SALES (PTY) LTD

(Reg. No. 2006/013476/07)

(hereinafter referred to as "the Creditor") of whatsoever nature or howsoever arising and whether already
incurred or which may from time to time hereafter be incurred.

Should I default in due performance on any of my obligations in terms of this deed of suretyship, all of which
are material, then the Creditor shall be entitled to recover all costs disbursed by it to its attorneys in securing
any compliance with the provisions hereof which costs may be taxed and recovered on the scale as between
attorney and client and shall include the costs of all necessary attendances, tracings, opinions given, whether
action has been instituted or not, and collection commission.

The Creditor may at its election institute action against me arising out of this suretyship in any Magistrate's
Court having jurisdiction, notwithstanding that the amount of this claim may exceed the jurisdiction of the
Court.

I choose *domicilium citandi et executandi* for all purposes herein at the following
address:.....

All notices required to be given to me in terms hereof shall be considered duly given if:

- a) Posted to me by registered post at the above address; or
- b) Delivered to the above address.

Where it is necessary for the Creditor to claim a sum of money from me, I accept that a certificate signed by
the Creditor (or any of its officials) as to the amount of my indebtedness (or that of the Debtor) to the
Creditor at the date of that certificate shall be *prima facie* evidence of the amount of that indebtedness
unless and until I am able to show the incorrectness thereof.

SIGNED AT _____ ON THIS ____ DAY OF _____ 200_.

AS WITNESSES:

- 1. _____

SURETY
- 2. _____

NAME & ADDRESS OF HIRER / PURCHASER:

DATE: _____

TO: Knysna Equipment Hire & Sales (Pty) Ltd
 P O Box 1351
 KNYSNA
 6570

RE: CONTRACT

This letter serves to confirm that Mr _____
 of the company _____
 supervising / contracting to _____

at the above address, will be drawing equipment from Knysna Equipment Hire & Sales for this contract. I / We confirm that I / we will be responsible for the payment on presentation of statement for the hire or sale of equipment signed for by him, up until his services have been terminated by us at which date you will be advised in writing and will be delivered to your premises at 19 Nelson Street, Knysna.



Yours faithfully

SIGNATURE

IDENTITY NUMBER: _____

