

APPLICATION FOR CREDIT FACILITIES

(Incorporating the Creditor's Standard Material Terms and Conditions of Sale and including a signatory's suretyship)

I, the undersigned,

in my (Select and mark the applicable option with an "X")

personal capacity		capacity as a director	
capacity as a member		capacity as a partner	
capacity as an executor		capacity as a trustee	

Of:

Registration No.:

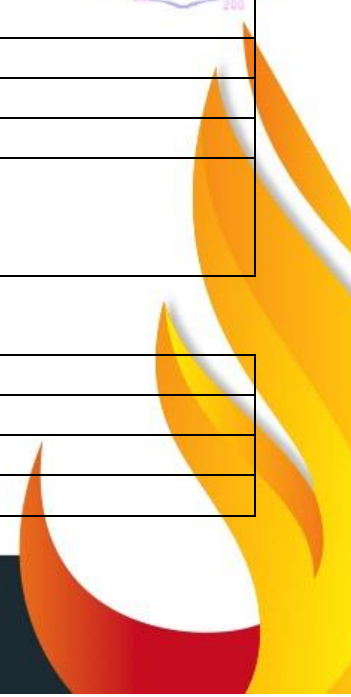
(Hereinafter referred to as the "Client"), being duly authorised hereto and warranting such authority to conclude this document lawfully and validly and give effect hereto, do hereby make application to Fire All Across Borders (Pty) Ltd, with registration number 2020/231826/07, (hereinafter referred to as the "Creditor") to purchase, from time to time, from the Creditor goods and or services, on credit but on and subject to the terms and conditions as contained herein.

CLIENT DETAILS

Nature of Business:			
Registered Address:	Postal Address:		
Trading Address/ Principal place of business:			
Telephone Number:		Fax Number:	
Income Tax Number:		VAT Number	
In business since:		Email Address:	
Auditors:		Are financial statements available and for which year?	

CONTACT PERSON'S DETAILS

Name:			
Cellphone Number:			
Position:			



NAME OF ANY ASSOCIATED/SUBSIDIARY/HOLDING COMPANY

Name:		Address:	
Company Registration Number:			
Company VAT Number:			
Fax No: :		Telephone number:	
Position:		Email Address:	
Trade Reference:			

BANK DETAILS OF CLIENT

Account Holder:		Bank:	
Account Number:		Branch Name:	
Branch Code:		Account Type:	
Overdraft Amount:		Secured how?	

NAMES OF DIRECTORS / MEMBERS / PARTNERS / TRUSTEES / PROPRIETOR OF CLIENT

Name:		Address:	
Surname:			
ID Number:			
Cell phone number:		Telephone number:	
Position:		Email Address:	
% Shares / Interest			
Name:		Address:	
Surname:			
ID Number:			
Cell phone number:		Telephone number:	
Position:		Email Address:	
% Shares / Interest			
Name:		Address:	
Surname:			
ID Number:			
Cell phone number:		Telephone number:	
Position:		Email Address:	
% Shares / Interest			

BUSINESS / TRADE REFERENCES

Business/Company:		Telephone Number:	
Fax Number:		Email Address:	
Type of Account:		Credit Limit (if any):	
Business/Company:		Telephone Number:	

Fax Number:		Email Address:	
Type of Account:		Credit Limit (if any):	
Business/Company:		Telephone Number:	
Fax Number:		Email Address:	
Type of Account:		Credit Limit (if any):	
Business/Company:		Telephone Number:	
Fax Number:		Email Address:	
Type of Account:		Credit Limit (if any):	
BUSINESS PREMISES			
Landlord:		Premises Leased:	
Duration of lease:			
Cell phone number:			
Telephone number:		Email Address:	

MAXIMUM CREDIT LIMITED	
Credit Limit:	

RISK ASSESSMENT		
Is the CLIENT currently under "administration"?	YES	NO
Is the CLIENT currently in business rescue proceedings?	YES	NO
Is the CLIENT seeking a debt review of the client's obligations?	YES	NO
Is the CLIENT is liquidation / sequestration proceedings?	YES	NO
Has the CLIENT ever been in liquidation / sequestration proceedings?	YES	NO
Does the asset value <u>or</u> annual turnover of the CLIENT (as calculated in terms of the Consumer Protection Act) exceed R2 000 000.00?	YES	NO
Does the asset value <u>or</u> annual turnover of the CLIENT (as calculated in terms of the National Credit Act) exceed R1 000 000.00?	YES	NO
Has the Client's assets and/or property ever been attached by any sheriff of any court?	YES	NO

FIXED PROPERTY OWNED BY CLIENT					
Erf / Stand	Township	Province	Purchase Price	Bond Holder	Bond Amount

TERMS AND CONDITIONS

The following are the terms and conditions on which the CREDITOR and the CLIENT shall do business, namely:

<ol style="list-style-type: none"> 1. The CLIENT warrants that the information disclosed and contained in this application is correct in all respects. The CLIENT also understands that the CREDITOR is entitled to rely on the information disclosed and contained in this application and may suffer damages and/or incur losses as a result of incorrect information disclosed and/or contain herein, for which the CLIENT will be liable for and pay on demand. 2. The CLIENT undertakes to notify the CREDITOR in writing within 7 (seven) days of any changes to the details provided herein. 3. The CLIENT and/or the party representing the CLIENT in any respect warrants that the CLIENT and the said party have been granted the required authority, authorisation, consent, permission and/or capacity to lawfully and validly conclude and give effect to this application. 4. The CLIENT and/or the party representing the CLIENT, in any respect, warrants that (in the event that the CLIENT is a trust, association, partnership and/or organisation) the CLIENT has the minimum number of office bearers to lawfully and validly conclude and give effect to this application and/or perform any act. 5. Except where expressly provided to the contrary in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this agreement. 6. The CLIENT agrees that all payments to the CREDITOR shall be made in the currency of the Republic of South Africa, free from the effects of the rate of exchange and in cash – save for where the CREDITOR has expressly and unambiguously agreed in writing (as signed on behalf of the CREDITOR) to the contrary. 7. Fire All Across Borders (Pty) Ltd's quotes are valid for written acceptance by the Customer via e-mail or fax for a period of 30 (thirty) days from the date of the quote. In the event that <ol style="list-style-type: none"> 7.1 New factory price lists are issued; or 7.2 There are increases in Fire All Across Borders (Pty) Ltd's cost price; or 7.3 The delivery of goods or rendering of services being dependent upon the pricing of availability by/from a third party or it being dependent upon their co-operation; Fire All Across Borders (Pty) Ltd shall be entitled, prior to the acceptance by the Customer of the quote to inform the customer by e-mail or fax of any adjustment to the quote necessitated by such event or change in circumstances, and to provide a replacement quote to the Customer which shall similarly be valid for written acceptance by the Customer for period of 30 days from date of the amended quote. 8. Goods/services ordered by the Customer without the parties having in writing agreed to a price/tariff therefore shall be regarded as having been ordered at Fire All Across Borders (Pty) Ltd's standard prices/tariffs as published from time to time for such goods/services. All prices/tariffs quoted will be subject to the addition of value added tax. 9. Advance bookings, reservations and orders in respect of "special order goods" as defined in the Act, whether made orally or in writing, may not be cancelled, and will remain subject to these terms and conditions. 10. The CREDITOR may require advance deposits for other advance bookings, reservations and orders, which if lawfully cancelled by the CLIENT shall be subject to reasonable cancellation charges payable by the CLIENT. 11. The CLIENT accepts the CREDITOR'S terms of payment as specified hereunder: <ol style="list-style-type: none"> 11.1. Accounts for all goods dispatched during any month shall be due and payable on or before 30 (THIRTY) days from the date of statement, which shall be deemed to be the due date for payment. 11.2. Failure to pay within the 30 (THIRTY) day period shall entitle the CREDITOR to charge the CLIENT interest at 	<p style="text-align: right;">2% per month, such interest to be compounded calculated monthly in arrears.</p> <ol style="list-style-type: none"> 11.3 The CLIENT shall not, under any circumstances, for any reason whatsoever, be entitled to deduct or setoff any amount from or against amounts due as indicated in the CREDITOR'S account, unless the CREDITOR has given the CLIENT the CREDITOR's prior written authority to do so. 11.4 The CREDITOR in its sole and absolute discretion may withdraw any credit facilities granted under this agreement at any time, without prior notice, and without providing reasons for such withdrawal. In the event of the CREDITOR exercising its discretion to withdraw the credit facility, the CREDITOR'S terms are payment with order <p>OWNERSHIP, RISK AND DELIVERY</p> <ol style="list-style-type: none"> 12. The CLIENT agrees that: <ol style="list-style-type: none"> 12.1. Ownership of the goods shall remain with the CREDITOR, until the CREDITOR has been paid in full; 12.2. The risk of loss or damage shall pass to the CLIENT at the time when the goods leave the CREDITOR'S works unless the CREDITOR'S agents are responsible for delivery, in which event risk shall pass on delivery of the goods. Delivery shall under normal circumstance take place as agreed upon between the parties in writing. 12.3. The CLIENT acknowledges and undertakes that the signature of an employee or agent of the CLIENT, on the CREDITOR'S official delivery note or waybill, will constitute delivery of the goods purchased 12.4. Should the CLIENT appoint its own representative/s and/or agent/s to effect delivery of the goods, the CLIENT assumes all risk and/or responsibility for delivery. The CLIENT shall have no claim against the CREDITOR who shall not be bound by any terms or conditions contained in such contract of delivery. The CLIENT indemnifies the CREDITOR against all and any claims of whatsoever nature arising out of such contract. <p>GUARANTEES / WARRANTIES / LIABILITIES</p> <ol style="list-style-type: none"> 13. The CLIENT agrees that all goods are sold "as-is", "voetstoots" and without any warranty of any sort and in this regard the CLIENT shall have no right of recourse against the CREDITOR. The CLIENT, without right of recourse against the CREDITOR, shall bear the sole duty of ensuring the goods are fit for the purpose(s) of the CLIENT, including the type, quality and specifications upon delivery. The CLIENT shall not be entitled to any refund, credit and/or reimbursement for any goods which do not meet the needs of the CLIENT 14. The CREDITOR shall not be liable to remedy defects in the products or the installation or a repair if the CLIENT or its agent has altered the goods/products or the installation or repair work, in any way form or manner. 15. The Customer herewith expressly indemnifies Fire All Across Borders (Pty) Ltd to the fullest extent in respect of any/all damages including but not limited to consequential damages which may arise from products manufactured by Fire All Across Borders (Pty) Ltd, according to the specifications or drawings provided to Fire All Across Borders (Pty) Ltd by the CLIENT. 16. Fire All Across Borders (Pty) Ltd gives no guarantees nor warranties, expressed or implied, nor make any representations in respect of the materials utilised in any product supplied or installation or repair affected by it, nor as to the fitness of any such goods, installations or repairs for any purpose. 17. Fire All Across Borders (Pty) Ltd shall not be liable for losses of profit or damage, direct or indirect, consequential or otherwise, alleged to be sustained as a result of: <ol style="list-style-type: none"> a) Products supplied by Fire All Across Borders (Pty) Ltd being defective; whatsoever which is directly or
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<p>partly beyond the control of Fire All Across Borders (Pty) Ltd.</p> <p>b) Any form of misuse or abuse of the goods;</p> <p>c) Any delay in the manufacture or delivery of the products by Fire All Across Borders (Pty) Ltd;</p> <p>d) Failure by Fire All Across Borders (Pty) Ltd to deliver products or render services as a direct or indirect result of, of riots, acts of God fire, pandemics, strike, civil commotion, labour dispute, accidents, delay in manufacture or transportation, or any cause whatsoever which is directly or partly beyond the control of Fire All Across Borders (Pty) Ltd.</p> <p>18. The CREDITOR shall not be liable for any indirect, consequential or delictual damages or losses whatsoever, nor for any damages/losses arising from the misuse or abuse of the goods.</p> <p>19. The CLIENT agrees that the CLIENT shall not return any goods for any reason without having obtained the CREDITOR'S prior written consent. Where such written consent has been obtained, the CLIENT shall arrange for the return of such goods, at the CLIENT'S sole cost and expense and with right of recourse against the CREDITOR, not later than 4 (four) weeks from the date of such written consent. The CLIENT further undertakes that it shall not sell as scrap or otherwise dispose of rejected goods, without the CREDITOR'S express prior written approval.</p> <p>20. I/We, being the person(s) representing the CLIENT, agree, and acknowledge that on signing the deed of surety I/We will be bound with the CLIENT as co-principal debtor and surety, jointly and severally with the CLIENT to THE CREDITOR for the obligations and liabilities of the CLIENT towards THE CREDITOR.</p> <p>21. The CLIENT waives and renounces (to the extent not prohibited by any applicable law and only if applicable) the benefits and defences of <i>non numeratae pecuniae</i> (money not paid), <i>non-causa debiti</i> (no cause of debt), <i>error calculi</i> (error in calculation), revision of accounts, no value received, excussion, division, cession of action, defence of a counter-claim (in summary judgment proceedings) and prejudice.</p> <p>22. The CLIENT consents and authorises the CREDITOR to request and procure the CLIENT's credit record, criminal record, to perform background check (of any nature) and to contact any person to procure and obtain information relating to the CLIENT and the CLIENT's office bearers (if any).</p> <p>23. The CLIENT agrees that despite any agreement and/or undertaking to the contrary, the CLIENT shall be liable for and pay all amounts to the CREDITOR as and when they become due and payable under these terms and conditions.</p> <p>24. The CLIENT agrees and undertakes to notify the CREDITOR in writing, within 7 (SEVEN) days of any change in the ownership of the CLIENT and/or the beneficiaries of the CLIENT, of same.</p> <p>25. The CLIENT agrees that all amounts which are outstanding and/or may become due and payable to THE CREDITOR shall immediately become due and payable to the CREDITOR on any change in ownership of the CLIENT.</p> <p>26. The CLIENT agrees that any variation or consensual termination of this application shall be contained in writing and signed by and/or on behalf of the CLIENT and the CREDITOR.</p> <p>27. The CLIENT irrevocably warrants that as at the signature date hereof that the Client's annual turnover or combined asset value, as determined and calculated in terms of the National Credit Act, 34 of 2005, exceeds the threshold as determined by the Minister from time to time, presently being R1 000 000.00 (One Million Rand), which warranty the CREDITOR accepts, consequently the National Credit Act is not applicable to this credit facility.</p> <p>BREACH</p> <p>28. The CREDITOR shall, from time to time, and without prejudice to its right to claim specific performance, be entitled to repossess the goods delivered to the CLIENT for which full payment has not being received by the CREDITOR, in which event the CLIENT shall be entitled to a credit for such amounts already charged in respect of the goods repossessed by the CREDITOR, less such deductions for all damages to, packaging, transport for and/or wear and tear in respect of the said goods. In the event that:</p> <p>28.1.The CLIENT fails to meet its obligations to pay any amount in terms of these terms and conditions, and</p>	<p>fails to remedy such breach within 7 (SEVEN) business days after written notice has been given to CLIENT by the CREDITOR; or</p> <p>28.2.The CLIENT fails to meet any of its other obligations in terms of these terms and conditions and fails to remedy such breach within 7 (SEVEN) business days after written notice has been given to the CLIENT by the CREDITOR; or if</p> <p>28.3.A Resolution for the voluntary liquidation of the CLIENT is adopted; or</p> <p>28.4.Security is given by any person to the Master of the High Court for any application in which the liquidation of the CLIENT whether provisional or final, will be sought; or</p> <p>28.5.Any final judgment (being a judgment in respect of which all available steps of appeal or review or rescission have been exhausted) is entered against the CLIENT and the CLIENT fails within 5 (five) business days after such judgment is entered to satisfy the same;</p> <p>28.6.If the CLIENT commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Section 8 of the Insolvency Act 24 of 1939, as amended; or</p> <p>28.7.The CLIENT fails to comply with any provision of the Companies Act 71 of 2008, as amended or re-enacted from time to time, which failure in the reasonable opinion of the CREDITOR has or may have a material adverse effect on the value of the security afforded to the CREDITOR,</p> <p>28.8.The CLIENT is placed under business rescue and/or suffers any other legal disability and/or becomes subject to the provision of any law for the assistance of benefit of debtors, or a compromise, composition, or other arrangement with any Creditor or Debtor, then all amounts claimable by the CREDITOR hereunder shall, at the CREDITOR'S option become immediately due and payable in full, even if the CREDITOR makes uses of any other rights it may have, and whether or not due date for payment and/or performance has arrived.</p> <p>29. The value of the goods at the time of repossession may be calculated by any sworn valuator appointed by the CREDITOR, which valuation will be regarded as prima facie proof of the said value.</p> <p>30. The CREDITOR shall furthermore be entitled, without notice and without prejudice to any of its rights and without the incurrance of any liabilities as a result of such suspension, suspend deliveries of the goods in terms of this agreement, or deliveries of any of its other products, if the CLIENT should fail to fulfil any of its obligations in terms of this contract and furthermore if the CREDITOR is prevented wholly or in part from fulfilling its obligations under this agreement, or any other order, by reason of inter alia act of God, war (whether declared or not) force majeure, governmental control, storm, flood, drought, fire, strikes, lockouts, riots, other labour disputes, civil commotion, inevitable accident, state of emergency, litigation and any other circumstances whatsoever beyond the CREDITOR'S control.</p> <p>31. The credit facilities of a CLIENT may at the sole discretion of the CREDITOR be terminated immediately without notice should the CREDITOR at its sole discretion so decide or should any payment not be made in full and/or on due date.</p> <p>32. The CLIENT agrees that a certificate signed by and/or on behalf of the CREDITOR or the CREDITOR's agent shall constitute prima facie proof of the contents of same and may be used for any purpose including obtaining default, provisional-, or summary judgement and the capacity, signature and authority of the signatory need not be proven.</p> <p>33. The CLIENT consents, agrees and undertakes that, in the event of the CREDITOR instructing its attorneys to collect any amounts due and payable under this agreement, or in the event of the CREDITOR instituting legal proceedings of any nature against the CLIENT, the CLIENT shall be liable for and pay any and all legal costs actually incurred by the CREDITOR (on an attorney and own client scale) in enforcing and protecting its rights, to include but not limited to collection commission (at the then prevailing rate), tracing agents fees, disbursements (including but not</p>
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<p>limited to Counsel's costs on brief), and VAT on all such costs and expenses incurred (in so far as same may apply).</p> <p>34. The CLIENT consents to the jurisdiction of the district magistrates' courts in terms of section 45 of the Magistrates' Court Act, 32 of 1944, despite such matter falling outside of the jurisdiction of said court.</p> <p>35. The CLIENT consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, without limiting, restricting and/or negating paragraph 34 immediately above in any manner or form.</p> <p>DOMICILIUM CITANDI ET EXECUTANDI</p> <p>36. The CLIENT chooses, as CLIENT's domicilium citandi et executandi (address for legal notices), the physical address as disclosed and contained in the section titled "CLIENT DETAILS". The CLIENT shall be liable to inform the CREDITOR in writing within 7 (seven) days of any change in the registered physical and postal addresses of the CLIENT, its Directors, Members, partners or owner.</p> <p>37. The CLIENT consents (to the extent not prohibited by any applicable law and only if applicable) to the service of any and all notices, demands, legal process and/or documentation by way of email or pre-paid registered post (the choice of which being within the sole and unfettered discretion of THE CREDITOR) to the email or postal address as provided for in the section titled "CLIENT DETAILS" – provided that Summons and Notices of Motion may only be serviced in the manner permitted, prescribed and/or allowed by law.</p> <p>38. The CLIENT agrees (to the extent not prohibited by any applicable law and only if applicable) that any document, demand and/or legal process correctly addressed and sent to the client's email address, as contained in the section titled "CLIENT DETAILS", shall be deemed to have been received by the CLIENT on the first business day of transmission of same.</p> <p>GENERAL</p> <p>39. This agreement shall be governed and interpreted in terms of the laws of the Republic of South Africa.</p> <p>40. Despite anything to the contrary, all documentation bearing the Client's name shall for intents and purposes be deemed to have emanated from the CLIENT.</p>	<p>41. Save for where and if the Consumer Protection Act, 68 of 2008, is applicable – all marks and/or signatures by or on behalf of the CLIENT on any and/or all of The CREDITOR's delivery notes shall constitute acceptance of the goods.</p> <p>40. The CREDITOR shall be entitled to cede and/or assign all rights and/or claims against the CLIENT to any third party without the consent of the CLIENT and in this regard, the CLIENT consents.</p> <p>41. Any relaxation and/or indulgence granted to the CLIENT by the CREDITOR shall not be construed in any form and/or manner as a waiver of any right and the CREDITOR shall be entitled to strictly enforce these terms and conditions against the CLIENT.</p> <p>44. No extension of time or waiver or relaxation of any of these terms and conditions or any agreement or other document issued or executed pursuant to or in terms hereof, shall operate as an estoppel against the CREDITOR, nor shall it operate so as to preclude the CREDITOR from exercising its rights strictly in accordance herewith.</p> <p>45. No agreement shall constitute a novation of these terms and conditions and/or all claims by the CREDITOR against the CLIENT.</p> <p>46. All consents, authorisations, permissions, warranties, and undertakings herein by the CLIENT are irrevocable.</p> <p>47. The parties' respective successors-in-title, successors-in-office, assigns (if permitted), administrators, executors, trustees, heirs, liquidators, curators and/or nominees (if permitted) are bound hereby</p> <p>48. It is agreed that each undertaking, each paragraph, each clause and sub-clause, each obligation of the CLIENT and/or the CREDITOR, each waiver, each acknowledgement, and each right of the CREDITOR is severable, the one from the other. If any undertakings, paragraphs, clauses, sub- clauses, obligations, waivers, acknowledgments, and rights are found to be defective or unenforceable for any reason by any competent court, the remaining undertakings, paragraphs, clauses, sub-clauses, obligations, waivers, acknowledgments, and rights will continue to be of full force.</p>
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DATED at on this the day of 20

(by or on behalf of the **CLIENT**, duly authorised hereto and who warrants such authority)

(by or on behalf of the **CREDITOR**, duly authorised hereto and who warrants such authority)

Note: This document contains surety provisions, which will make you personally liable.

RESOLUTION OF THE MEMBERS/DIRECTORS/SHAREHOLDERS OF _____
REGISTRATION NUMBER _____
HELD AT _____ ON _____

(Hereinafter still referred to as the "CLIENT")

IT IS HEREBY RESOLVED THAT:

1. A credit account with Fire All Across Boarders (Pty) Limited ("the CREDITOR"), is to be applied for and opened in the name of the CLIENT and the CLIENT is to be bound by the terms and conditions as contained in the Application for Credit Facilities with the CREDITOR (to which this Resolution is attached); and,
2. _____ in his/her capacity as Member/Director/Partner/Shareholder of the aforementioned CLIENT, is nominated and appointed as the lawful representative of the CLIENT and empowered and authorised as such to individually, lawfully and validly sign any and all documentation and individually do such things to give effect to the resolution in paragraph 1 above.

Signed and dated at on this the day of 20 ...

MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

Signed and dated at on this the day of 20 ...

MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

Signed and dated at on this the day of 20 ...

MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

Signed and dated at on this the day of 20 ...

MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER