

Dear Customer

We thank you for your interest in becoming a customer of SMD Technologies. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.
4. Please include the following with your application:
 - a. Copy of company registration documentation;
 - b. Proof of banking details;
 - c. Certified copy of directors ID;

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you may be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

E-mail: newclient@smdtechnologies.co.za
Tel: 011 608 3633

We further require that the original application form be forwarded to the following postal address:

P.O. Box 72142,
Parkview, Johannesburg
South Africa
2122

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable
SMD Technologies Pty Ltd
Tel: 011 608 3633

**THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE
AND SURETYSHIP ACCEPTANCE.**

SECTION A – Questionnaire

I/We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **SMD TECHNOLOGIES (PTY) LIMITED**, registration number 2015/107801/07 (hereinafter referred to as "SMD TECHNOLOGIES"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
----------------	-------------	-------------------	----------------------	------------------	-------

2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

2.5 Business Activities _____

2.6 Description of Business _____

2.7 What category do you fit into: Physical Shop Online Retailer Wholesaler (including re-selling to online retailers) Other –

2.8 Postal Address _____

Code _____

2.9 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

2.10 Delivery Address (if multiple locations please attach schedule

2.11 Telephone Numbers Area Code (_____) _____

2.12 Telefax Number Area Code (_____) _____

2.13 Cellular Number _____

2.14 e-Mail address _____

2.15 Name, Address, and Contact number of Landlord _____

2.16 Person responsible for account payment (name, contact number and email address)

2.17 Business Function of THE APPLICANT _____

2.18 Persons authorised to place orders on behalf of the company (name and identity number)

2.19 SMD Technologies Sales Representative

2.20 SMD Technologies Sales Representative - Signature: _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Please initial here _____

- 5.1 Bankers _____
- 5.2 Branch _____
- 5.3 Account Number _____
- 5.4 Account Holder Name _____
- 5.5 Branch Code _____
- 5.6 Type of account _____
- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners / Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number (SA Citizens only)	Home Address	Home Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Home Address	Home Phone

7. Trade References

Company (Supplier) Name	Credit Terms/Limit	Telephone Number	Email Address
		Area Code ()	
		Area Code ()	
		Area Code ()	
		Area Code ()	

8. The following credit limit request is for assessment purposes only and does not form part of this contract:

8.1 Amount of credit required R _____

8.2 Estimated monthly purchases R _____ -

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

9.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million? YES NO

9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million? YES NO

Please initial here _____

10 In terms of the Companies Act 71, of 2008 please state:

10.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
-----	----

10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
-----	----

11.1 List all sureties, cession of debtors, notarial bonds, judgements:

11.2 List liquidations against the business or any of its principals:

11.3 Have moratoriums or offers of compromise ever been made to any creditors?

Please initial here _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with SMD TECHNOLOGIES and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 (thirty) days from the end of the month in which a Tax Invoice has been issued by SMD TECHNOLOGIES. Settlement is affected only on receipt of cash or bank guaranteed cheque or similar payment instrument and shall be made to SMD TECHNOLOGIES free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by SMD TECHNOLOGIES is entirely at the discretion of SMD TECHNOLOGIES and may be withdrawn at any time.
2. **Change of address**
THE APPLICANT undertakes to notify SMD TECHNOLOGIES in writing within 7 (seven) days of any change of address.
3. **Change of ownership**
THE APPLICANT undertakes to notify SMD TECHNOLOGIES, in writing, within 20 (twenty) days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to SMD TECHNOLOGIES.
4. **Domicilium**
THE APPLICANT and the signatory hereto chooses *Domicilium Citandi et Executandi* (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **Consent to sharing information and retention periods**
 - 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that SMD TECHNOLOGIES has consent to:-
 - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
 - 5.1.2 SMD TECHNOLOGIES may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to SMD TECHNOLOGIES, SMD TECHNOLOGIES may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
 - 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
 - 5.3 SMD TECHNOLOGIES is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by SMD TECHNOLOGIES'S staff, representatives and sub-contractors and SMD TECHNOLOGIES makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information SMD TECHNOLOGIES has collected, processed and shared.
6. **Pricing increments**
Prices quoted by SMD TECHNOLOGIES are determined from time to time and are subject to increases, at the discretion of SMD TECHNOLOGIES. SMD TECHNOLOGIES shall be entitled to increase the cost of goods or services rendered to THE APPLICANT without prior notice.
7. **Quotations**
 - 7.1 All Quotations will remain valid for a period of 1 (one) day from the date of Quotation or until the date of issue of a new SMD TECHNOLOGIES price list, whichever occurs first, unless specifically stated to the contrary on the quotation. A quotation may be revoked by SMD TECHNOLOGIES at any time before it is accepted by THE APPLICANT.
 - 7.2 All Quotations are subject to the availability of Products or Services and the prices quoted are subject to any increase in the cost price, including currency fluctuations, freight charges, insurance, railage, cost of labour and materials and other charges affecting SMD TECHNOLOGIES before dispatch of the goods or the commencement of Services.
 - 7.3 If required by THE APPLICANT, such increase in the price will be certified by an independent auditor, appointed by SMD TECHNOLOGIES, and for the account of THE APPLICANT. Such certificate shall be final and binding on THE APPLICANT.
8. **Valid orders**
 - 8.1 In the event of any order being given to SMD TECHNOLOGIES on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
 - 8.2 THE APPLICANT waives the requirement to receive written notice of acceptance by SMD TECHNOLOGIES of any order placed by THE APPLICANT. A binding contract shall arise when THE APPLICANT informs SMD TECHNOLOGIES of acceptance of the Quotation. Acceptance shall be deemed to take place at the head office of SMD TECHNOLOGIES in Johannesburg and will be subject to the provisions of clause 8.3 below.
 - 8.3 On acceptance of the Quotation, THE APPLICANT'S order on SMD TECHNOLOGIES shall be subject to this Agreement. It is specifically recorded that any terms and conditions accompanying THE APPLICANT'S order, not agreed to in writing by an authorised representative of SMD TECHNOLOGIES, shall be null and void, and of no force and effect.
 - 8.4 No variations to the orders will be binding on SMD TECHNOLOGIES until SMD TECHNOLOGIES has accepted the variation and sent a revised Quotation to THE APPLICANT, and THE APPLICANT has accepted the quotation.
 - 8.5 THE APPLICANT shall pay all additional costs incurred as a result of any act or omission on the part of THE APPLICANT, including suspension of work; modifications or requirements; failure or delay in giving particular requisites to enable work to proceed on schedule; or requirements that work be completed earlier than agreed in the Quotation.

Please initial here _____

- 8.6 Additional time spent by SMD TECHNOLOGIES as a result of the provisions of clause 8.5 above, shall be charged. Urgent charge rates may apply.
- 8.7 If orders are placed over the telephone by THE APPLICANT, SMD TECHNOLOGIES may require such orders to be confirmed in writing by THE APPLICANT prior to acceptance by SMD TECHNOLOGIES. SMD TECHNOLOGIES will not be responsible for any errors or misunderstandings that may occur if orders are placed telephonically.
- 8.8 Any orders not collected within three days of placing the order, may be cancelled at the sole discretion of SMD TECHNOLOGIES.
9. **Applicant's Warranties**
 THE APPLICANT warrants that:
- 9.1 The goods are procured for resale, and not for personal consumption;
- 9.2 That no representations were made by SMD TECHNOLOGIES in regard to the suitability of the goods or Services or any of its qualities other than those contained herein;
- 9.3 Neither SMD TECHNOLOGIES nor any of its employees, agents or suppliers will be liable for negligent or innocent misrepresentations made to THE APPLICANT;
- 9.4 It is the sole responsibility of THE APPLICANT to determine that the goods and Services ordered are suitable for the purposes of intended use.
- 9.5 No warranties, guarantees or representations, express, implied or tacit, whether by law, contract or otherwise unless specifically recorded in this Agreement are binding on SMD TECHNOLOGIES, and THE APPLICANT waives any rights (common law or otherwise) that it may rely on.
10. **Delivery**
- 10.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on SMD TECHNOLOGIES'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 10.2 Any delivery date stated on any order confirmation is approximate only. SMD TECHNOLOGIES shall not be bound by that date but will make all reasonable efforts to deliver by that date.
- 10.3 Whilst SMD TECHNOLOGIES will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 10.4 The risk in and to the goods shall pass from SMD TECHNOLOGIES to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of SMD TECHNOLOGIES'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by SMD TECHNOLOGIES. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
11. **Warranties**
- 11.1 New goods are guaranteed according to either SMD TECHNOLOGIES'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of SMD TECHNOLOGIES not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 11.2 Should a product supplied to THE APPLICANT by SMD TECHNOLOGIES be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact SMD TECHNOLOGIES within (14) fourteen days from the goods becoming defective and arrange for the goods to be returned to SMD TECHNOLOGIES, where applicable.
- 11.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by SMD TECHNOLOGIES and original packaging.
- 11.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of SMD TECHNOLOGIES are not covered in any warranties.
- 11.5 Should SMD TECHNOLOGIES find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 11.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to SMD TECHNOLOGIES may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.
12. **Copyright**
 THE APPLICANT acknowledges SMD TECHNOLOGIES'S intellectual property rights in the goods and shall not infringe such intellectual property rights.
13. **Payment to SMD TECHNOLOGIES**
 SMD TECHNOLOGIES does not appoint the Post Office as its agents for payments by post. All payments shall be made to SMD TECHNOLOGIES'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to SMD TECHNOLOGIES for payment. Should SMD TECHNOLOGIES at any time advise THE APPLICANT of any change to SMD TECHNOLOGIES'S banking account details THE APPLICANT shall confirm such change with a Manager of SMD TECHNOLOGIES before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging SMD TECHNOLOGIES to afford THE APPLICANT any such indulgence to effect payment after due date.
14. **Reservation of ownership**
- 14.1 Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in SMD TECHNOLOGIES. SMD TECHNOLOGIES shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by SMD TECHNOLOGIES. THE APPLICANT hereby waives any right it may have for a spoliation order against SMD TECHNOLOGIES in the event that SMD TECHNOLOGIES takes possession of any goods.
- 14.2 THE APPLICANT shall take all steps as is necessary to notify interested third parties that ownership of the relevant Products has not passed from SMD TECHNOLOGIES to THE APPLICANT. In particular, THE APPLICANT shall inform the owner or landlord of his premises that the goods are not subject to the landlord's tacit hypothec.
- 14.3 THE APPLICANT hereby indemnifies SMD TECHNOLOGIES against any and all damage in relation to the removal of products from the premises of the Customer or any other premises where the goods may be found.

Please initial here _____

15. Responsibility for losses, damages or delays

- 15.1** SMD TECHNOLOGIES will not be in any way responsible for, *inter alia*, losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of SMD TECHNOLOGIES.
- 15.2** SMD TECHNOLOGIES provides no guarantees and/or warranties (whether express, tacit or implied) as to the suitability of any goods for any purpose for which they are required.

16. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

17. Interest on overdue accounts

- 17.1** SMD TECHNOLOGIES shall be entitled to charge THE APPLICANT interest at the rate of 2% (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as SMD TECHNOLOGIES affording THE APPLICANT any indulgence to make payment after due date.
- 17.2** All payments made by THE APPLICANT to SMD TECHNOLOGIES in respect of any indebtedness acknowledged herein shall be appropriated first to any legal costs incurred by SMD TECHNOLOGIES in connection with or under this agreement, then to any other amount as may have been disbursed or paid by SMD TECHNOLOGIES in connection with or in terms of this agreement, then to interest and lastly to capital.

18. Breach

In the event of THE APPLICANT committing a breach of any of the provisions of this agreement, SMD Technologies shall, without prejudice to any other rights it may have, be entitled to: -

- 18.1** Claim immediate payment of the full balance of the purchase outstanding, as well as payment of all other sums due to SMD Technologies, or
- 18.2** To cancel the agreement and take possession of the goods (in which ownership was retained by SMD Technologies until the amount is paid in full, as provided above), and/or
- 18.3** Claim any damages SMD Technologies may have suffered as a result of THE APPLICANT breaching this agreement.

19. Proof of Claims

A certificate signed by a manager or any director of SMD TECHNOLOGIES - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to SMD TECHNOLOGIES, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with SMD TECHNOLOGIES, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

20. Dispute resolution

20.1 Save as otherwise expressly provided in this agreement, should any dispute arise between any of the parties in regard to:

- 20.1.1** The interpretation of;
- 20.1.2** The effect of;
- 20.1.3** The parties' respective rights or obligations herein;
- 20.1.4** A breach of;
- 20.1.5** The termination of;
- 20.1.6** Any matter arising out of the termination of, and
- 20.1.7** The rectification of

This agreement, that dispute shall be decided by arbitration in the manner set out in this clause 20 by a single arbitrator with the right of appeal as set out in clause 20.8

20.2 The arbitrator shall be appointed by the parties, and failing agreement within 10 (ten) business days after notice by any of the parties in writing to the others of its preferred arbitrator, shall be nominated by AFSA. Should AFSA not be in existence at the time, the nomination shall be by the Chairman for the time being of the Johannesburg Bar Council, and failing the Johannesburg Bar Council, by the South African Legal Practice Council (should it be in existence at the time).

20.3 The arbitration shall be held at Sandton and conducted in the English language.

20.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrators, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence, and otherwise subject to the Arbitration Act, 1965 of the RSA and any statutory modification or re-enactment thereof.

20.5 The arbitrator shall be entitled to:

- 20.5.1** Investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision, and
- 20.5.2** Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

20.6 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been demanded.

20.7 The arbitration shall be held *in camera* and the parties shall maintain the utmost confidentiality with regard to all matters in issue in the arbitration, save for the purposes of clause 20.10.

20.8 Any party to the arbitration may appeal a decision of the arbitrator within a period of 20 (twenty) business days after the arbitrator's award has been handed down by giving written notice to the effect the other party or parties to the arbitration. The appeal shall be dealt with in accordance with the Rules by a panel of three arbitrators by the parties, and failing agreement on the appointments, by AFSA. For the avoidance of doubt, each party hereby consents to any such appeal.

20.9 This clause is severable from the rest of the agreement and shall therefore remain in effect even if this agreement is terminated. Subject to clause 20.3, this clause constitutes an irrevocable consent by the parties to any proceedings in terms thereof and no party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this clause.

20.10 The provisions of this clause 20 shall not preclude any of the parties from due access to the courts of law for an interdict or any urgent relief, even where a dispute exists or from having any award or the arbitrators under this clause made an order of any competent court.

21. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to SMD TECHNOLOGIES, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by SMD TECHNOLOGIES against THE APPLICANT arising out of any transaction between the parties, it being recorded that SMD TECHNOLOGIES shall be entitled, but not obliged, to bring any action or proceeding in the said court.

22. Recovery of legal /collection costs

Should SMD TECHNOLOGIES instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the

implementation or protection of SMD TECHNOLOGIES'S rights, SMD TECHNOLOGIES shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

23. Non-variation

Any agreement to amend the terms hereof or to cancel this agreement or to the cancellation hereof by mutual consent, shall be of no force or effect unless reduced to writing and signed by both parties.

24. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of SMD TECHNOLOGIES shall not in any way operate as or be deemed to be a waiver by SMD TECHNOLOGIES of any rights under this contract or be construed as a novation thereof.

25. Indulgence clause

No indulgence which any party may grant to any other shall constitute a waiver of any of the rights set out in this agreement.

26. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

27. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

Please initial here _____

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

IDNumber: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of SMD TECHNOLOGIES for the due performance of any obligation of THE APPLICANT and for the payment to SMD TECHNOLOGIES by THE APPLICANT of any amounts which may now or at any time be or become owing to SMD TECHNOLOGIES by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by SMD TECHNOLOGIES and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to SMD TECHNOLOGIES have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies SMD TECHNOLOGIES enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require SMD TECHNOLOGIES to first proceed against THE APPLICANT for payment of any debt owing to SMD TECHNOLOGIES before proceeding against the surety;
- Cession of Action – the right to require SMD TECHNOLOGIES to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ 20____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____