



# Powerman

### Office Use Only

Account Number	
Credit Limit	
Date Approved	
Approved By	
Surety	

email: [sales@powerman.za.net](mailto:sales@powerman.za.net)  
[accounts@powerman.za.net](mailto:accounts@powerman.za.net)

Web: <http://www.powerman.za.net>

Tel: +27 (13) 752 3206  
Fax: +27 (13) 752 3587

PO Box 9387  
34 Waterfall Avenue  
Riverside Industrial Park  
Nelspruit  
Mpumalanga  
1200

# APPLICCATION FOR CREDIT

## (INCORPORATING DEED OF SURETYSHIP)

- Please provide all details stipulated including acc no's & references etc.
- CC's, sole ownership or a partnership must supply copy of the owner's/partner's ID documents
  - CC – Please provide copy of CKI
  - Pty (Ltd) to please supply registration number
  - Initials on all pages in blocks at bottom of page
- Full signature of owner/partner/director and witness on last page

REPRESENTATIVE .....

**APPLICATION FOR CREDIT FACILITIES AND DEED OF SURETYSHIP**

I/We, the undersigned (the "Debtor/s") do hereby apply to POWERMAN SALES CC (the "Seller") for the opening of an account for the purchase of goods, materials and/or services upon the standard terms and conditions of the Seller as annexed hereto.

I/We acknowledge that the grant or refusal by the Seller of the terms of credit applied for herein shall be dependant upon accuracy of the information herewith supplied by me/us as governed by the **National Credit Act (NCA), 34 of 2005** which came into effect on **1 June 2007**



**1. Business Details**

Trading Name of Business \_\_\_\_\_

Full Registered Name of Business \_\_\_\_\_

Business Registration Number \_\_\_\_\_ Vat Registration Number \_\_\_\_\_

Physical Address of Business \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Postal/Billing Address of Business \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Cell No: \_\_\_\_\_

eMail Address: \_\_\_\_\_

Trade Style of Business: Ltd  (Pty) Ltd  CC  Sole Proprietor  Trust   
Partnership  Parastatal  Public Sector  International Company

Nature of Business \_\_\_\_\_

Date Business Established \_\_\_\_\_

Name of Holding Company \_\_\_\_\_

Name of Subsidiary / Associate Companies \_\_\_\_\_

**2. Director's / Members / Partners / Individuals / Trustee's information**

1. Name: \_\_\_\_\_ Identity Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Identity Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_ Signature: \_\_\_\_\_

3. Name: \_\_\_\_\_ Identity Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_ Signature: \_\_\_\_\_

4. Name: \_\_\_\_\_ Identity Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_



**3. Trade References**

Name of Banker \_\_\_\_\_ Branch \_\_\_\_\_ Type of Account \_\_\_\_\_  
Account Number \_\_\_\_\_ ITB Code \_\_\_\_\_ Date Account Opened \_\_\_\_/\_\_\_\_/\_\_\_\_

Trade References (please supply four, excluding credit cards, telephone and cell phone accounts, professional firms, HP agreements and landlord)

Are your premises owned or leased? \_\_\_\_\_ If leased, name of landlord \_\_\_\_\_ Tel no. \_\_\_\_\_

Supplier Trade References:

Supplier Name	Tel No

Does your Business require Purchase Order no.'s on invoicing from Powerman      Yes       No

Credit Limit Required? R \_\_\_\_\_ (FOR ASSESSMENT PURPOSES ONLY AND DOES NOT FORM PART OF THIS CONTRACT)

**In accordance with the new National Credit Act (NCA), 34 of 2005 which came into effect on 1 June 2007 please provide the following information if your turnover are less than Rm 1:**

- 1. Company Turnover for previous financial year:** \_\_\_\_\_
- 2. Total Liabilities for previous financial year:** \_\_\_\_\_
- 3. Total Assets for previous financial year:** \_\_\_\_\_
- 4. Submit Financial Statements for previous year**

Should you require more information on this act, please follow this link :  
<http://www.thedti.gov.za/ccrdlawreview/nationalcreditact2006.htm>



POWERMAN SALES CC t/a POWERMAN  
Reg. No: 2003/080115/23  
34 Waterfall Avenue  
Riverside Industrial Park  
PO Box 9387  
Nelspruit  
Mpumalanga  
South Africa  
(Hereafter referred to as "POWERMAN")

*And*

**I/We, the undersigned (the "Debtor/s")**

Terms And Conditions of Credit Sale incorporating **suretyship**)

In these terms and conditions:-

**1. DEFINITIONS**

- 1.1 "the goods" mean the goods as indicated on any company forms, price lists, quotations, orders, invoices or whatever goods have been sold by POWERMAN to a customer.
- 1.2 POWERMAN means POWERMAN SALES CC, Registration Number: 2003/080115/23, VAT Registration Number: 4380210288 t/a POWERMAN

**2. PRICES AND QUOTATIONS**

- 2.1 The price of the goods sold or services rendered shall be the usual price as set out in the POWERMAN invoice at the time of the sale of the goods.
- 2.2 POWERMAN's price lists shall be considered merely as a guide by the customer, and POWERMAN has the right, from time to time, to vary the prices of its goods without prior notice having to be given to the customer.
- 2.3 All quotes will remain valid for a period of 7 (seven) days from the date of the quote, or until the date of issue of a new price, whichever occurs first. All quotes are subject to availability of the goods.
- 2.4 Any quote may be changed at any time in the event of there being any increase in the cost price of the goods including currency fluctuations. Such a price increase will only be affected if the goods have not yet been dispatched to the customer.

**3. PAYMENT**

- 3.1 The customer agrees to pay the amount on the tax invoice at the offices of POWERMAN. For a credit approved customer, payment will be due within 30 (thirty) days of date of the statement or delivery of the goods. POWERMAN will determine the due date.
- 3.2 The customer shall not claim the right to any rebates and/or discounts on any basis whatsoever, unless and until a director of POWERMAN shall have agreed to such rebate and/or discounts in writing, provided there are no overdue payments for any goods invoiced prior to the rebate and/or discount.
- 3.3 In all cases where the customer uses a postal service to effect payment or to deliver or return goods, such postal services shall be deemed to be the agent of the customer. Likewise, where the customer uses Internet banking, the bank shall be deemed to be the agent of the customer.
- 3.4 The customer has no right to withhold payment for any reason whatsoever, and agrees that no extension of payment of any nature will be extended to the customer and in the event of an extension being granted, any such extension will not be applicable or enforceable unless agreed to by POWERMAN and reduced to writing, and signed by the customer and a duly authorised representative of POWERMAN.
- 3.5 The customer shall not be entitled to claim set off or deduction in respect of any payment due by the customer to POWERMAN for goods or services supplied. The customer warrants that it is aware of the provisions contained in Rule 22(4) of the Supreme Court Act, and expressly waives its entitlement to rely thereon.
- 3.6 POWERMAN may appropriate and/or allocate all payments made by the customer to such accounts as it will in its sole and absolute discretion decide.
- 3.7 POWERMAN shall have the right to suspend deliveries and to exercise its rights in terms of clause 4 if any amount due by the customer is unpaid.
- 3.8 The customer agrees that if any amount owed by it is not settled in full (a) on demand; or (b) within the period agreed in clause 3.1 above in the case of a credit approved customer, POWERMAN is entitled to:-
  - 3.8.1 immediately institute action against the customer; and/or
  - 3.8.2 cancel the sale and take possession of any goods delivered to the customer, including goods sold, disposed of or installed by the customer, which have not been paid for in full, and claim damages. These remedies are without prejudice to any of POWERMAN's rights.
- 3.9 Should any amount not be paid by the customer on due date, then the full outstanding amount in respect of all purchases by the customer shall become due, owing and payable irrespective of the dates when the goods were purchased, and the customer shall be liable to pay interest in respect of amounts unpaid as at the due date at the compound rate of 5% (five percent) above the prime overdraft lending rate of POWERMAN's bank, being ABSA on all overdue amounts from due date until date of payment, calculated and payable monthly in advance. A certificate signed by any manager of ABSA shall be *prima facie* proof of the prime overdraft lending rate, and it shall not be necessary to prove the signature or capacity of such manager.

**4. WITHDRAWAL OF CREDIT FACILITIES**

- 4.1 POWERMAN reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities shall at all times be in POWERMAN's sole discretion.
- 4.2 Despite the fact that POWERMAN may grant the customer a credit limit or a credit facility up to a certain amount, POWERMAN reserves the right to increase or decrease this amount at its sole discretion. The credit limit shall not be deemed to be the limit of a customer's indebtedness to POWERMAN.

**5. ORDERS**

- 5.1 The customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer, and where performance/delivery has already taken place, that the services and goods were inspected, and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

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- 5.2 POWERMAN may accept written and oral orders. All such orders and any variations to orders will be binding, subject to these terms and conditions, and may not be cancelled without prior written consent from POWERMAN.
- 5.3 Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of POWERMAN as at the date when the customer places the order for goods, and the order shall be capable of acceptance by POWERMAN for the delivery of the goods, by written acceptance or confirmation of the order.
- 5.4 The customer shall provide POWERMAN with an order number when placing an order.**
- 5.5 Orders accepted by POWERMAN shall not be varied or cancelled by the customer, except with the written consent of POWERMAN, which consent shall not be unreasonably withheld.**
- 5.6 Oral orders shall similarly be capable of acceptance but POWERMAN will not be responsible for any errors or misunderstandings occasioned by the customer's failure to make the order in writing.**

#### **6. DELIVERY**

- 6.1 Any delivery note (copy or original) in the possession of POWERMAN, and purportedly signed by the customer and/or its authorised representative and/or its nominated agent, shall be *prima facie* proof that delivery was made to the customer and shall constitute such *prima facie* proof for the purposes of any litigation on its mere production in evidence.
- 6.2 POWERMAN shall be entitled to split the delivery of the goods ordered in the quantities and on the dates it decides, with the prior consent of the customer, which consent shall not be unreasonably withheld.
- 6.3 In the event of the customer choosing to engage its own third party to transport the goods, the customer indemnifies POWERMAN against any claims of any nature whatsoever that may arise from such an agreement, and such third party shall be deemed to be the agent of the customer for all purposes including, but not limited to, the collection and delivery of goods, effecting payment for goods, returning goods, etc.
- 6.4 POWERMAN is entitled to engage a third party on its behalf to transport all goods purchased by the customer to the delivery address stipulated by the customer.
- 6.5 Should the customer wish to receive delivery of the goods by a more expensive method of transportation than that normally ordered by POWERMAN, the customer shall make such request in writing and, in the event that POWERMAN agrees to arrange such special delivery, the additional charges shall be debited to the customer's account and shall become payable by the customer.
- 6.6 POWERMAN does not guarantee that the goods will be delivered on any particular date or time, and the customer shall not have any right of action against POWERMAN in respect of any loss occasioned by any reasonable delay in delivery of any goods ordered and/or services rendered, nor may the customer cancel any order by reason of such reasonable delay.
- 6.7 POWERMAN shall have the right to suspend delivery and to exercise its rights in terms of clause 4 if any amount due by the customer is unpaid.
- 6.8 Whilst every effort will be made to dispatch goods as advised, POWERMAN does not guarantee dispatch on any specific date and shall not be liable for any damages of any nature whatsoever for failure to effect delivery or timeous dispatch for any reason beyond POWERMAN's reasonable control, including but not limited to inability to secure transport, labour, power, materials, equipment or supplies or by reason of any act of God, war, civil disturbance, riot, state of emergency, strike, lock out or other labour dispute, fire, flood, drought or legislation. The customer shall not be entitled to cancel any order by reason of such delay.
- 6.9 Short deliveries must be reported in writing to POWERMAN's head office within 24 (twenty four) hours of receipt, failing which such claims will not be entertained by POWERMAN.
- 6.10 Where POWERMAN is requested by the customer to withhold or postpone delivery, in the event that POWERMAN agrees to do so, the customer shall pay the costs of storage, demurrage, interest, insurance and any other charges occasioned by the postponement of delivery.
- 6.11 All goods taken on a demonstration basis by the customer are deemed to be taken under the terms and conditions of POWERMAN's demonstration policy, which may change from time to time. These terms and conditions are available on request.

#### **7. OWNERSHIP AND RISK**

- 7.1 Notwithstanding that all risk in and to all goods sold by POWERMAN to the customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in POWERMAN until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the customer, or if the customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 3 (three) days of the date of judgement or changes the structure of its ownership, POWERMAN shall be entitled to take possession of the goods without prejudice to any further rights vested in POWERMAN, and is hereby irrevocably authorised to enter upon the customer's, and/or the end users' premises to take possession of such goods without a Court order, whether or not the goods have been installed. The customer indemnifies POWERMAN against all claims of whatsoever nature, including consequential claims, should POWERMAN remove goods as a result of non-payment on the part of the customer. Nothing contained in this clause precludes POWERMAN from proceeding in terms of this clause with a Court order.
- 7.2 Goods in the possession of the customer bearing either POWERMAN's name or trade mark or labels shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be re-possessed by the POWERMAN in terms of paragraph 7.1 above.
- 7.3 The customer shall fully insure the goods purchased from POWERMAN against loss or damage until the full purchase price has been paid by the customer for such goods. Pending payment to POWERMAN for goods purchased, the benefits in terms of the insurance policy relating to the insurance of such goods are ceded to POWERMAN. Such cession shall be deemed to have taken place on the date of delivery.
- 7.4 The customer shall inform the landlord of the premises at which the goods are kept that such goods are the sole and absolute property of POWERMAN until such time as the full purchase price has been paid to POWERMAN by the customer.
- 7.5 The risk of damage to or destruction of goods is passed to the customer upon delivery to the customer or the customer's nominated representative or agent.

#### **8. BREACH OF CONTRACT**

- 8.1 Subject to the provisions of clauses 3 and 7 above, in the event of a breach by the customer, and should the customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from POWERMAN, or should the customer repeatedly breach any of the terms of the agreement in such manner as to justify POWERMAN in holding that the customer's conduct is inconsistent with the intention or ability of the customer to carry out the terms of the agreement, or if the customer is sequestrated or placed under liquidation or enters judicial management or commits any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgement granted against it within 3 (three) days of the date of judgement or changes the structure of its ownership, POWERMAN shall be entitled to take possession of the goods without prejudice to any further rights vested in POWERMAN and is hereby irrevocably authorised to enter upon the customer's premises to take delivery of such goods without a Court order. Nothing herein precludes POWERMAN from doing so with a Court order
- 8.2 POWERMAN's rights in terms of this contract shall not be exhaustive and shall be in addition to its common law rights.
- 8.3 No claim, except as provided in clause 12, against POWERMAN, pursuant to this agreement, will arise unless the customer has, within 7 (seven) days of the alleged breach or defect occurring, given POWERMAN 30 (thirty) days written notice to rectify any defect or breach of contract.

#### **9. LEGAL PROCEEDINGS**

- 9.1 These terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.
- 9.2 POWERMAN shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.
- 9.3 A certificate issued and signed by any director POWERMAN, whose authority need not be proved, in respect of any indebtedness of the customer to POWERMAN or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be *prima facie* proof of the customer's indebtedness to POWERMAN and *prima facie* proof of delivery of the goods in terms of this contract.
- 9.4 Any printout of computer-generated information tendered in evidence by POWERMAN shall be admissible evidence and the customer shall not be entitled to object to the admissibility of such evidence on the grounds that such evidence is computer evidence or hearsay evidence or that such evidence or document is not original.
- 9.5 The customer's address as given herein in Section A, of the credit application form, shall be recognised as the customer's *domicilium citandi et executandi* (domicilium) for all purposes in terms of this contract, whether in respect of the serving of any Court process, notices, the payment of any amount or communications of whatever nature.
- 9.6 In the event of the customer breaching any of its obligations and/or failing to timeously make payment of any amount to POWERMAN, the customer agrees to pay, and shall be liable to pay, all legal costs incurred by POWERMAN in enforcing its rights in terms of these terms and conditions on the attorney/own client scale including collection charges, tracing agent's fees, air fares and expert's fees.
- 9.7 Any document will be deemed duly received by the customer within:-  
9.7.1 3 (three) working days of pre-paid registered mail to any of the customer's business or postal addresses or the domicilium address of the customer, or to the personal address of any director, member or owner of the



- customer; or
- 9.7.2 24 (twenty four) hours of being faxed to any of the customer's fax numbers, or any director, member or owner's fax numbers; or
- 9.7.3 on being delivered by hand to the customer or any director, member or owner of the customer; or
- 9.7.4 48 (forty eight) hours if sent by overnight courier; or
- 9.7.5 24 (twenty four) hours of being telefaxed and/or e-mailed to the customer's fax number and/or e-mail address.
- 9.8 The customer agrees that neither POWERMAN nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer, nor shall the customer be entitled to cancel any contract on those grounds.

#### 10. NEGOTIABLE INSTRUMENTS

- 10.1 Acceptance of a negotiable instrument offered by the customer shall not be deemed to be a waiver of POWERMAN's rights under this contract. In relation to cheques furnished by the customer to POWERMAN, the customer waives its right to insist on notice of dishonour or protest being given to it in the event that the cheque is dishonoured.

#### 11. RETURNED GOODS

- 11.1 Whilst POWERMAN is under no obligation to accept the return of goods, the customer may apply to POWERMAN for permission to return goods and if written permission is given by POWERMAN's operations department for such return, the following will apply:-
- 11.1.1 Goods will only be accepted for credit if they are returned within 21 (twenty one) calendar days of delivery with sealed disk packs and the original shrink wrapping intact, in which event POWERMAN will be entitled without the necessity of any further agreement to claim from the customer a handling charge of 15% (fifteen percent) of the invoice price of the goods so returned.
- 11.1.2 Defective products may be returned if, within 7 (seven) days of delivery, the customer advises POWERMAN of the defect by fax and then returns the product immediately together with all documentation, accessories and media pertaining to the product. Unless this is done, the product concerned will be deemed to have been delivered to the customer in perfect condition.
- 11.1.3 Any item delivered to POWERMAN will form the object of a pledge in favour of POWERMAN for present and past debts of the customer to POWERMAN, and POWERMAN will be entitled to retain such goods in pledge.
- 11.1.4 The value of any repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be *prima facie* proof of the value.
- 11.1.5 In the event of a cancellation of an order by the customer for goods received by the customer and accepted for return by POWERMAN, POWERMAN reserves the right to charge a handling fee of 15% (fifteen percent) on the value of the order cancelled or goods returned.
- 11.1.6 Goods returned for credit will only be accepted from those customers who initially purchased the stock from POWERMAN and who have an account with POWERMAN. All goods returned must be clean, saleable, unopened, unused and undamaged and in their original packaging.
- 11.1.7 The credit control department must be notified of the relevant invoice, packing slip and batch numbers before any claim will be considered.

#### 12. WARRANTIES AND INDEMNITY

- 12.1 New goods are guaranteed according to the manufacturer's product specific warranties only, and all other guarantees and warranties, including common law guarantees, are hereby specifically excluded.
- 12.2 Services rendered carry no guarantee whatsoever.
- 12.3 All guarantees are immediately null and void, should any equipment be tampered with, or should the "seals" on equipment be broken by anyone other than POWERMAN or its appointed nominee, or should the goods be operated outside the manufacturer's specifications.
- 12.4 To be valid, guarantee claims must be supported by the original tax invoice, and the goods must be in their original packaging and must be accompanied by all **accessories** and manuals, which must be intact. All items must be returned in "as new" condition.
- 12.5 No warranties, other than those provided in this contract, express or implied shall apply. POWERMAN specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty, including but not limited to statements of capacity, suitability for use or performance, made by employees of POWERMAN shall be considered to be a warranty by or binding on POWERMAN. Any such statements made shall not give rise to any liability of whatsoever nature on the part of POWERMAN. POWERMAN, its employees, subcontractors or subsidiaries renounce all liability in respect of POWERMAN's performance or the customer's use of the product supplied, and in no event will POWERMAN be liable to the customer for special, indirect or consequential damages including but not limited to loss of profits.
- 12.6 The customer indemnifies and holds POWERMAN (including its employees, subcontractors or subsidiaries) harmless against all claims of whatsoever nature that may be brought or threatened against POWERMAN or its employees by any third party arising from or in connection with any defect, latent or otherwise in any goods supplied and/or services rendered by POWERMAN.
- 12.7 Under no circumstances will POWERMAN be liable for any damage arising from any misuse of the goods supplied and/or services rendered.
- 12.8 The customer acknowledges all copyrights. The customer shall not duplicate copyrighted material. In the event of the customer duplicating copyrighted material, each attempt to do so will immediately render payable to POWERMAN the full purchase price of such copyrighted material.

#### 13. REPAIRS

- 13.1 Any liability arising in terms of the manufacturer's warranty is restricted to the cost of repair or replacement of faulty goods or services or the granting of credit. It is in the sole discretion of POWERMAN as to which remedy will be afforded to the customer.
- 13.2 In the case of repairs undertaken by POWERMAN, repair times given are merely estimates and are not binding on POWERMAN.
- 13.3 The customer hereby agrees that any item handed in for repair may be sold by POWERMAN to defray the cost of such repairs if the item remains uncollected for a period of 30 (thirty) days after the repairs have been completed.

#### 14. CONTINUING COVERING SURETYSHIP

- 14.1 I, 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 customer in favour of POWERMAN for the due performance of any obligation by the customer and for the payment to POWERMAN by the customer of any amounts that may now or at any time be or become owing to POWERMAN by the customer.
- 14.2 I understand that my liability for amounts owing by the customer to POWERMAN is not limited to any credit limit granted by POWERMAN to the customer.
- 14.3 I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled arising from the legal exceptions including, but not limited to:-
- 14.3.1 Exclusion - the right to require POWERMAN to proceed first against the customer for payment of any debt owing to POWERMAN before proceeding against the surety;
- 14.3.2 Cession of action - the right to require POWERMAN to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- 14.3.3 The benefit of simultaneous citation and division of debt - the right of a co-surety to be liable only for his pro rata share of the principal debt;
- 14.3.4 This surety is given as a continuing covering suretyship for the present and future obligations of the customer to POWERMAN.

#### 15. FORCE MAJEURE

- 15.1 No party shall be liable to the other in respect of the non-performance of any of the provisions of this agreement in the event and to the extent that such non-performance is the direct result of or has been directly caused by force *majeure*, which shall mean any event beyond the reasonable control of a party and which could not reasonably have been foreseen by it at the date of signature of this agreement.



**16. GENERAL**

- 16.1 This contract represents the entire agreement between POWERMAN and the customer and shall govern all future contractual relationships between POWERMAN and the customer and shall also be applicable to all debts which the customer may owe to POWERMAN prior to the customer's signature hereto.
- 16.2 No amendment and/or alternation and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions or of this agreement, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of POWERMAN.
- 16.3 No warranties, representations or guarantees have been made by POWERMAN or on its behalf which may have induced the customer to sign this document.
- 16.4 No relaxation or indulgence that POWERMAN may give at any time in regard to the carrying out of the customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of POWERMAN's rights in terms of this contract.
- 16.5 The customer shall not cede his rights nor assign his obligations contained herein unless POWERMAN agrees in writing to such cession or assignment.
- 16.6 POWERMAN shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party without prior notice to the customer.
- 16.7 The customer undertakes to notify POWERMAN within a period of 7 (seven) days of any change of address or any changes in the information as set out in this contract.
- 16.8 Each of the terms herein, shall be separate and divisible and if any such term or portion of such term becomes unenforceable for any reason whatsoever, then that term and/or the remaining portion shall be severable and shall not affect the validity of the other terms or of the agreement as a whole.
- 16.9 The customer undertakes to inform POWERMAN in writing at least 14 (fourteen) days prior to the intended selling or alienating of the whole of or any part of the customers business and a failure to do so will constitute a material breach of this contract entitling POWERMAN to cancel the contract without further notice to the customer.

**17. DISCLOSURE OF PERSONAL INFORMATION**

- 17.1 The customer understands that the personal information given in this credit application form is to be used by POWERMAN for the purposes of assessing his credit worthiness. The customer confirms that the information given by him in this credit application form is accurate and complete. The customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which POWERMAN will not be liable for any errors or mistakes resulting therefrom.
- 17.2 POWERMAN has the customer's consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in the credit application form and to obtain any information relevant to the customer's credit assessment.
- 17.3 The customer agrees and understands that information pertaining to the customer and given in confidence to POWERMAN by a third party will not be disclosed to the customer.
- 17.4 The customer hereby consents to and authorises POWERMAN at all times to furnish credit information concerning the customer's dealing with POWERMAN to a credit bureau and to any third party seeking a trade reference regarding the customer in his dealings with POWERMAN.

I/We the undersigned do hereby warrant that all the information recorded in this application is true and correct and I/we agree that all transactions concluded with POWERMAN shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions, and without limiting the generality thereof, especially clause 14 (the suretyship), insofar as the latter relates to the signatories.

I/We acknowledge that I/we have read and understood each term of this contract and accept them as binding and acknowledge that the content reflects the true intention of both parties and that this agreement has been entered into for the benefit of both the customer and POWERMAN.

**ENTERING THE AGREEMENT**

THIS DONE AND SIGNED BY THE CUSTOMER AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**for and on behalf of the customer, he being authorised hereto Print name and position held.**

**Signature** \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

AS WITNESSES :

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

