



Fibertex
Geotextiles Africa



GEOSYNTHETIC PRODUCTS

A DIVISION OF FIBERTEX SOUTH AFRICA (PTY) LTD



Fibertex
NONWOVENS

KwaZulu Natal:

16 Van Eck Avenue
Hammarsdale
PO Box 20
Hammarsdale 3700

Tel +27 (0)31 736 7100
Fax +27 (0)31 736 7114
E-mail fsa@fibertex.com
Web www.fibertex.co.za

Gauteng:

10 Forest Road
Benoni AH 1501
PO Box 14686
Bredell 1623

Tel +27 (0)11 965 0205
Fax +27 (0)11 965 0231
E-mail tenders@geotextilesafrica.co.za
Web www.geotextilesafrica.co.za

Western Cape:

17 Westlake Drive, Westlake Business Park
Tokai 7945
PO Box 22442
Fish Hoek 7974

Tel +27 (0)21 701 3569
Fax +27 (0)21 701 3381
E-mail adminct@geotextilesafrica.co.za
Web www.geotextilesafrica.co.za

APPLICATION TO OPEN AN ACCOUNT WITH

FIBERTEX South Africa (Pty) Ltd.
REG. No.: 2006/027707/07
VAT No: 4580254706
"THE COMPANY"

IN THE NAME OF

NB:

1. Please attach a copy of the CK1/2, Notice of incorporation and CM29/CoR39, Trust Deed and letter of authority or partnership agreement (whichever is applicable)
2. Please attach a copy of your VAT Registration document
3. Please initial at the bottom of each page and wherever indicated
4. Original credit application must be sent back to the Company
5. Banking details must include account number
6. Please attach written proof of consent of authorised signatory to bind the customer to all the terms and conditions of this agreements

Initial: _____

CUSTOMER DETAILS	
REGISTERED NAME:	
TRADING NAME:	

REGISTRATION/MASTERS REFERENCE NUMBER:

VAT REGISTRATION NUMBER:

ENTITY TYPE: (please tick)	SOLE OWNER	PARTNERSHIP	COMPANY	CLOSE CORPORATION	TRUST	OTHER
NATURE OF BUSINESS: (in its present form)						
YEAR COMMENCED:	DO YOU OWN OR RENT PREMISES? (please tick)			OWN	RENT	
IF RENTAL, NAME AND ADDRESS OF LANDLORD:						
POSTAL ADDRESS:					CODE:	
PHYSICAL ADDRESS:					CODE:	
REGISTERED OFFICE OF COMPANY:					CODE:	
OPERATIONS CONTACT PERSON:			DESIGNATION:			
CREDITORS CONTACT PERSON:			EMAIL ADDRESS:			
TELEPHONE NO.:		FAX NO.:		EMAIL ADDRESS:		

MEMBERS/PARTNERS/ TRUSTEES

		YEARS UNDER PRESENT OWNERSHIP:
NAME AND ADDRESS:		% SHARE HOLDING
NAME AND ADDRESS:		% SHARE HOLDING
NAME AND ADDRESS:		% SHARE HOLDING
NAME AND ADDRESS:		% SHARE HOLDING

DIRECTORS (IF DIFFERENT TO ABOVE)

NAME AND ADDRESS:
NAME AND ADDRESS:
NAME AND ADDRESS:
NAME AND ADDRESS:

BANKING DETAILS

BANKERS:	BRANCH NAME:	CODE:
ACCOUNT NO.:	TYPE OF ACCOUNT:	DATE OPENED:
CONTACT:	DESIGNATION:	TELEPHONE NO.:

TRADE REFERENCES

COMPANY NAME:	TELEPHONE:
COMPANY NAME:	TELEPHONE:
COMPANY NAME:	TELEPHONE:

Initial: _____

GENERAL INFORMATION		YES	NO
1. ESTIMATED MONTHLY PURCHASES ON THIS ACCOUNT?	R		
2. ARE DIRECTORS PREPARED TO SIGN SURETYSHIP AS SECURITY IN THE FORM OF SCHEDULE 3?			
3. WILL AUDITED BALANCE SHEETS OR BALANCE INFORMATION BE MADE AVAILABLE?			
4. DOES YOUR ANNUAL TURNOVER OR YOUR ASSET VALUE EXCEED R1 MILLION			
5. DOES THE VALUE OF YOUR ANNUAL TURNOVER OR YOUR ASSET VALUE EXCEED R2 MILLION? IF THE ANSWER TO THIS QUESTION IS YES, ONLY Schedule 1 NEEDS TO BE SIGNED. IF HOWEVER THE ANSWER TO THIS QUESTION IS NO, BOTH Schedule 1 AND Schedule 2 NEED TO BE SIGNED.			
6. IS THERE ANY EXISTING CESSION OVER YOUR DEBTORS?			
7. ARE THERE ANY LIENS OVER YOUR ASSETS?			

CREDIT LIMIT
AMOUNT REQUESTED:
NOTE: TERMS ARE STRICTLY 30 DAYS FROM DATE OF STATEMENT

IMPORTANT NOTICE

This document must be signed by the proprietor or a director, member or partner of the party whose details are set out above (the Customer) or a signatory authorised in writing to the satisfaction of Fibertex South Africa Proprietary Limited (the Company).

Please note that by signing below you agree that the Customer applies to do business and for an account (if applicable) with the Company on the terms of this Application Form and the Company's standard terms and conditions (the Terms) attached as Schedule 1 and the CPA Provisions (if applicable) attached as Schedule 2 to this Application Form.

The Company may require additional security which could include inert alia, a personal Suretyship in the form of Schedule 3.

Please read all of the Terms carefully. By signing this document, you indicate that you acknowledge, understand and agree to be bound by the Terms and warrant that the information provided is true, accurate and complete. You further indicate that the company may:

- Perform a credit search on the Customer with one or more of the registered Credit Bureaux when assessing the applicant's application,
- Monitor the credit applicants payment behaviour by researching their profile at one or more of the registered Credit Bureaux,
- Use new information and data obtained from other credit bureaux in respect of future credit applications,
- Record and transmit details of how the applicant has performed and how the account is conducted by the applicant in meeting its obligations on the account.

Signed at:.....On this:.....Day of:.....20.....

Applicant:

Signature:.....

Name:.....

Designation:.....

Witness 1: Signature:.....Name:Designation:

Witness 2: Signature:.....Name:Designation:

Schedule 1 - STANDARD TERMS AND CONDITIONS OF SALE

- 1 **DEFINITIONS**
- The following terms and the meanings assigned to them below and in the CPA Provisions:
- 1.1 "Agreement" means any agreement for the sale of Goods to the Customer by the Company, which will always include these Terms and where applicable the CPA Provisions;
 - 1.2 "Application Form" means the application to open an account with the Company, completed by the Customer (if applicable);
 - 1.3 "Authorised Representative" means an employee of the Company holding a management position and acting within the authorities' limits of the Company;
 - 1.4 "the Company" means Fibertex South Africa (Pty) Ltd, registration number 2006/027707/07;
 - 1.5 "the Customer" means any person, firm, trust, partnership, association, close corporation or company set out in the Application Form or who may do business with the Company;
 - 1.6 "Goods" means any products supplied by the Company whether or not for consideration;
 - 1.7 "CPA" means the Consumer Protection Act 68 of 2008;
 - 1.8 "CPA Customer" means a Customer that is an individual or juristic person with an asset value and annual turnover of under R2 million at the date of conclusion of any Agreement and to whom the CPA applies;
 - 1.9 "CPA Provisions" means the clauses which relate specifically to CPA Customers in Schedule 2, in addition to, and to be read with these Terms;
 - 1.10 "NCA Customer" means a Customer who is an individual or a juristic person with an asset value and annual turnover of under R1 million at the date of conclusion of any Agreement and to whom the National Credit Act applies;
 - 1.11 "Order" means a written order for Goods (including writing in electronic format), in a form acceptable to the Company;
 - 1.12 "these Terms" means these terms and conditions.
- 2 **APPLICATION OF THESE TERMS AND CONCLUSION OF SALE**
- 2.1 These Terms will apply to all business undertaken by the Company and, unless otherwise agreed in writing and signed by an Authorised Representative, will be incorporated into all Agreements for the sale of Goods. No other terms and conditions shall apply, including without limitation those annexed to, contained in or incorporated by reference in any documents exchanged between the Company and the Customer, whether before or after the date of signature of these Terms.
 - 2.2 Customers may place orders orally or in writing, this constitutes an offer to purchase from the Company.
 - 2.3 An order is only binding on the Company once it has been accepted in writing (including electronically) by an Authorised Representative or the Company has dispatched the Goods that are the Subject of the Order.
 - 2.4 The Company shall be entitled to accept the Customer's Order in whole or in part.
 - 2.5 All Orders for Goods must be in writing and must be timeously received by the Company.
 - 2.6 These Terms must be read in conjunction with the CPA Provisions where the Customer is a CPA Customer. Where the Customer is a CPA Customer, both these Terms and the CPA Provisions must be signed and in the event of any inconsistencies, the CPA Provisions shall apply.
- 3 **PRICES, ADJUSTMENTS AND PAYMENT**
- 3.1 The Customer agrees that price of the Goods shall be the price confirmed by the Company, either by accepting the Order or otherwise (but always in writing, including electronically) plus the cost of any variable component of that price at the date of invoicing. Accordingly the Customer agrees to pay the price applicable at the date of invoicing.
 - 3.2 Prices are not subject to any discount whatsoever and no settlement discount may be deducted against payment.
 - 3.3 Where an Authorised Representative approves an Application by the Customer, payment must be made without deduction or set off, into the account nominated by the Company in writing, within 30 days of the date of the Company's first statement of account being sent by the Company to the address in the Application whether such statement is received or not.
 - 3.4 Without limiting clause 3.8, where credit facilities are withdrawn or exceeded, payment must be made in cash prior to delivery.
 - 3.5 If any amount is not paid on due date, the Company reserves the right to charge interest at the Prime Overdraft rate plus 2% published by the Company's bankers from time to time from due date to date of payment.
 - 3.6 The Company shall not accept post-dated cheques, promissory notes or other bills of exchange from the Customer in respect of any indebtedness of the Customer.
 - 3.7 In the event of any payment not being made on due date or any cheque being dishonoured then the full balance owing by the Customer to the Company from whatever cause arising will immediately become due, owing and payable.
 - 3.8 The Company is entitled to withhold delivery of any Goods in the event that any payment owing to the Company by the Customer is overdue, the delivery would cause the Customer to exceed its credit limit set by the Company or the Customer's credit facilities have been withdrawn. Credit facilities may be withdrawn or notice to the Customer where the Company reasonably believes that the Customer's financial position has deteriorated so as to prejudice its credit worthiness.
 - 3.9 The Customer is not entitled to withhold payment pending resolution of any queries or disputes.
- 4 **DELIVERY AND RISK**
- 4.1 The time, date and place of delivery will be agreed between the Company and the Customer, failing which:
 - (1) delivery shall be ex works at the Company's factory or warehouse;
 - (2) delivery shall be made at the time agreed between the parties in writing or within a reasonable time.
 - 4.2 If the Company agrees to deliver Goods to the Customer, delivery will be at the cost of the Customer and the Company may recover the costs from the Customer.
 - 4.3 **The Company's delivery note, signed by an employee or representative of the Customer (whose authority the Company is entitled to assume where they reasonably appear to represent the Customer and is entitled to accept the delivery and sign as proof of receipt of the Goods envisaged as an Authorised Representative) is deemed to be accurate and binds the Customer. Unless it is otherwise endorsed in writing at the time of delivery, it constitutes prima facie proof that the Goods have been delivered in accordance with the Order, in full and in good order and condition. (The effect of this clause is that unless the Customer or an employee or representative of the Customer marks the delivery note with the details of any short delivery, the delivery will be considered in good order and condition and the Customer will have to prove that it was not, if it is alleged later. In addition, the delivery note will be considered accurate and if you dispute that without endorsing it, the Customer will have to prove that there has been fraud or dishonesty on the Company.)**
 - 4.4 Where the Customer is not a CPA Customer, the Company shall have the right to deliver the Goods in whatever quantities and in however many separate occasions as it may decide and in consultation with the customer.
 - 4.5 **Risk in and to the Goods will pass to the Customer on delivery or where applicable on the Goods being made available to the Customer's haulier. From this stipulated point, loss or damage in or to the Goods is for the Customer's account.**
 - 4.6 Unless otherwise agreed in writing and signed by a director of the Company, time shall not be of the essence and in the event of any delay in delivery or the failure to effect delivery or the failure to effect delivery at the time/date agreed for any reason whatsoever then the Agreement may not be cancelled and the Company shall not be liable for any loss or damages suffered by the Customer.
 - 4.7 Should the Customer request a postponement of the delivery of any of the Goods, any acceptance thereof by the Company shall be on the basis that the Company reserves the right to charge a handling storage charge calculated at the rate of 2% per month on the price of the Goods in respect of which delivery shall have been postponed, calculated from the previously intended date of delivery until the actual delivery thereof and any other charges reasonably incurred by the Company in postponing the delivery.
- 5 **PASSING OF OWNERSHIP**
- 5.1 Ownership of the Goods shall remain vested in the Company until the purchase price is fully paid, whether or not the Goods have been incorporated in, converted into or used in the manufacture or make-up of other articles.
 - 5.2 The Customer shall ensure that all Goods owned by the Company are kept free of any lien or hypothec (including without limitation landlord's hypothec or builders lien) is exercised over such goods by any other person whatsoever and that the Goods remain unencumbered.
 - 5.3 The Customer must immediately notify the Company in writing if any third party tries to assert any rights to the Goods which are owned by the Company.
- 6 **OBLIGATIONS OF THE CUSTOMER**
- 6.1 The Customer agrees to comply with all laws (national, provincial and local), by-laws, regulations, licenses, permits and any other requirements of any relevant authority applicable to the Goods.
 - 6.2 Without limiting clause 6.1, the Customer agrees that it has obligations under the CPA when it uses the Goods during the course of supply of other goods or services to its customers. The Customer agrees to comply with all of its obligations under the CPA, including but not limited to ensuring that all of its staff understand and comply with their obligations in terms of the CPA; it has a returns policy that is compliant with the CPA and it adheres to that policy and any advice or warning given in respect of the Goods supplied to it by the Company is accurate, not misleading and in line with the obligations of the CPA, including that adequate warnings of the possible safety and hazards associated with the Goods are clearly communicated to the consumers and that all goods supplied by it comply with the implied warranties of quality.
 - 6.3 The Customer agrees to ensure that all trade descriptions, marketing and advertising in relation to the Goods are neither misleading, fraudulent nor deceptive and otherwise complies with the CPA and no labels or trade descriptions placed on the Goods or provided by the Company are altered or defaced in any manner.
 - 6.4 The Customer agrees to store and use the Company's products in accordance with the Company's instructions or as recommended on the Company's website from time to time.
 - 6.5 **The Customer indemnifies the Company against any cost, expense, loss, liability or claim the Company may suffer as a result of the on-sale of Goods by the Customer, which is attributable to the fault of the Customer, including without limitation a breach by the Customer of this clause 6. (The effect of this clause is that if the Customer sells any Goods purchased from the Company or uses them in any product on sold by the Customer, and the Company suffers any cost, expense, loss, liability of claim that was caused by the Customer, including breach of this clause, the Company will have a claim against the Customer, who must make good that cost, expense, loss, liability or claim.)**
- 7 **EXCLUSION OF REPRESENTATIONS AND WARRANTIES**
- 7.1 No statement, recommendation, figure, advice, formula, specification illustrations, diagram, price list, dimension, mass, performance, estimate, drawing or any other representation given by the Company (or its agents) or any other representation is binding on the Company, unless otherwise indicated in writing by an Authorised Representative. The Company gives no warranties in respect of the Goods and all common law, implied and other warranties are excluded, including without limitation that the Goods are fit for any particular purpose (whether or not that particular purpose is known to the Company).
 - 7.2 If Goods are ordered from the Company according to description, illustration or sample, such description, illustration or sample shall be deemed to have been given for identification purposes and is not binding on the Company.
 - 7.3 **Should the Customer require that the Goods be suitable for any specific use, that use must be communicated to the Company in writing.**

8 RETURNS POLICY

Where the Company agrees to accept the return of any Goods by the Customer in writing, the following shall apply:

- 8.1 Where the Goods are not defective, the Company may in its sole discretion elect to accept returns and replace the goods or refund the Customer. Where the Company does so, it is an act of good faith and not an admission of liability and it should not be in any way construed as an acknowledgment that the Company will accept similar returns in the future. The Company is entitled to levy a minimum of 10% handling charge on all such returns. The Company may in its sole discretion, elect whether to replace the Goods or refund the Customer;
8.2 Collection or acceptance of returned Goods, does not constitute acceptance of liability by the Company nor should that acceptance be construed as an acknowledgement that the Company will grant any credit relating to the returns;
8.3 The Company is not obliged to accept the return of any Goods in the following circumstances:
8.3.1 the Goods are returned after 10 days;
8.3.2 the Goods do not originate from the Company;
8.3.3 the Goods have been added to, blended or combined with other goods; or
8.3.4 the Customer cannot produce an original invoice.
8.4 If any Goods supplied to the Customer by the Company are returned in terms of this clause 8, they will only be accepted by the Company, if:
8.4.1 it is found that the Goods are indeed defective;
8.4.2 no alteration, modification or addition has been made to the Goods; and
8.4.3 the Goods delivered have been properly used for their intended purpose and in accordance with instructions;
8.5 In addition to the minimum of 10% handling charge imposed in terms of clause 8.1, in all instances the Company may impose a reasonable charge where:
8.5.1 the Goods are not in their original condition - i.e. damaged packaging, partially consumed and/or that are not in a re-saleable condition;
8.5.2 the Goods are returned in boxes or packaging that have been re-marked, damaged or defaced in any way, including price stickers; or
8.5.3 the Goods have been depleted or consumed in excess of the amount reasonably necessary to render them acceptable for re-sale.

9 DEFECTIVE GOODS, LIMITATION OF LIABILITY, INDEMNITY AND GENERAL LIMITATION

- 9.1 Subject to section 61 of the CPA, if applicable, the Company shall not be liable for any latent or other defect whatsoever in the Goods, if the Goods have been subject to any process or treatment after delivery or if the Goods were sold as standard, rejects or seconds.
9.2 Subject to clause 9.1 and section 61 of the CPA, if applicable, if any of the Goods are patently, latently or otherwise defective and a claim lies against the Company in respect of the Goods as a result of the fault of the Company, then the Company may at its option decide either to -
(1) replace the defective Goods or,
(2) reimburse the Customer in respect of the price of the Goods as against delivery by the Customer to the Company thereof, or
(3) require the Customer to accept the Goods at a reduced purchase price to be agreed.
9.3 Any dispute as to the amount of the reduction shall be submitted to and resolved by an independent person agreed between the Company and the Customer and failing agreement within 3 business days, appointed by the President for the time being of the KwaZulu-Natal Law Society, who shall act as an expert and not an arbitrator, whose decision shall be final and binding upon the Company and the Customer and who shall decide the liability for his or her costs. The Company shall only be bound by a decision communicated to the Customer by an Authorised Representative of the Company.
9.4 If so required by the Company, the Customer shall be obliged to re-deliver the defective Goods to the Company at its own cost and expense.
9.5 The Company shall not be liable under any circumstances whatsoever for any loss of profit or any indirect or consequential damages arising out of the Goods or any Agreement, including without limitation any breach by it of any of its obligations under any Agreement, any negligent or any delictual act or omission, and in any event its liability to the Customer shall not exceed the price of the Goods, subject to section 61 of the CPA.
9.6 Subject to clauses 9.1 to 9.5, except for any harm (as defined in the CPA) that the Company is liable for in terms of section 61 of the CPA (subject to any exceptions set out in that section) or where the Company has been grossly negligent, the Company will not be liable for any cost, expense, loss, damage, whether direct or indirect (including consequential loss or damage) or claim arising out of the Goods or any Agreement whether suffered/incurred by the Customer, the Company or a third party, including without limitation arising out of or in connection with the Goods supplied to the Customer, or any act, omission or negligence (other than gross negligence) of the Company, its employees or agents. (The effect of this clause is that other than any costs, expenses, losses, damages (whether the damage results directly or indirectly) or liabilities that the Company is liable for in terms of clauses 9.1 to 9.5 or section 61 of the CPA or that may arise directly as a result of the Company's gross negligence, the Company is not obliged to pay for or make good any of these costs, expenses, losses, damages or liability of any kind, however they are caused, and the Customer is precluded from claiming or recovering these from the Company.)
9.7 The Customer indemnifies and holds the Company harmless against any cost, expense, loss, damage, liability or claim contemplated in clauses 9.1 to 9.5. (The effect of this clause is that in addition to the Company not being liable as explained under clause 9.6 above, if the Company does incur any cost, expense, loss or damage contemplated in clause 9.6, the Customer may be required to pay for or make good the harm and put the Company in the position it would have been had the harm not been suffered.)

10 TIME LIMITS FOR CLAIMS AGAINST THE COMPANY

If the Customer has any claims against the Company, unless written notice is received by the Company within 3 months after the date of the event giving rise to the claim, and summons has been issued or any other legal proceedings are commenced against the Company in respect of the claim concerned, within 1 year of the date on which the cause of action in respect of the claim arose, the Customer will lose its right to claim and will be precluded from making any claim against the Company. The Company shall be discharged from all liability and any claim shall be deemed to be waived and absolutely barred with no obligation being placed on the Company to make good any harm arising out of that claim after that period.

11 BREACH

- 11.1 If:
(1) the Customer fails to pay any amount due to the Company in terms of any Agreement on due date; or
(2) the Customer defaults on any obligation in terms of this Agreement and fails to remedy that default within 7 days (20 days in the case of a CPA Customer) of written notice calling it to do so; or
(3) any cheque, promissory note or other bill of exchange given to the Company in respect of any indebtedness of the Customer in terms of any Agreement dishonoured; or
(4) the Customer is sequestered or placed in liquidation, whether provisionally or finally or is subject to business rescue proceedings; or
(5) the Customer commits any act of insolvency; or
(6) the Customer enters into any compromise with his/its creditors; or
(7) the Customer fails to satisfy any judgement granted against him/it within twenty (20) days after the date of judgement;
then the Customer shall be in breach of this Agreement.
11.2 If the Customer is in breach of any Agreement, the Company may, without prejudice to any other claim it may have in law or arising out of this Agreement (including the right to claim damages):
(1) cancel any or all of the Agreements with the Customer; or
(2) claim specific performance of the Customer's obligations; and/or
(3) claim immediate payment of any amount outstanding, despite the fact that it may not yet be due and payable; and/or
(4) except where the customer is a CPA Customer, enter onto the premises of the Customer and repossess any Goods for which ownership has not yet passed to the Customer.
11.3 In the event of the Company instructing its attorneys to recover money or Goods from the Customer, then the Customer shall be liable for and pay all legal costs incurred by the Company on an attorney and client scale, and including collection commission.

12 GENERAL

- 12.1 All Agreements shall be interpreted according to the laws of the Republic of South Africa.
12.2 The Customer hereby consents in terms of section 45 of the Magistrate's Court Act 1944 to the jurisdiction of the Magistrate's court having jurisdiction over his person in respect of any claim that may be brought under any Agreement despite that the amount of the claim would otherwise have exceeded the jurisdiction of the Magistrate's Court. Such consent shall not, however, in any way prejudice the company from proceeding through the appropriate division of the High Court and vice versa.
12.3 Subject to clause 12.2 the Customer consents to the jurisdiction of the KwaZulu-Natal High Court, Durban for any action or application arising out of any Agreement.
12.4 No variation of or abandonment or waiver of rights or obligations under any Agreement shall be binding upon the Company unless in writing and signed by a duly authorized representative of the Company. No Authorised Representative is authorized or entitled to vary any of these Terms, unless such variation has been approved in writing by a director of the Company.
12.5 All sales of Goods by the Company are subject to these Terms, and the CPA Provisions where applicable, and no other standard conditions, despite that such standard conditions may be annexed to any documents exchanged between the Company and the Customer and appear to regulate the terms of any purchase by the Customer.

13 WARRANTY BY CUSTOMER AND SIGNATORY REGARDING INFORMATION AND AUTHORITY TO SIGN

The Customer and/or the signatory hereby warrant that:
13.1 all information provided is true, accurate and complete and that the Company will be immediately notified of any changes in writing;
13.2 that he/she has read and understood all of the terms of this Agreement and agrees to bind the Company to them;
13.3 the signatory has the requisite authority and obtained the necessary consent to bind the Customer to all of the terms and conditions of this Agreement. (The effect of the above warranties is that the Customer and the signatory agree that the above is true and it will be treated as if the above statements are true and correct. If at any stage they are found not to be true and correct the Customer and the signatory will be in breach of this Agreement).
13.4 Without limiting this clause 13, the Company will only accept the authority of an authorised signatory of this document after confirmation from CEO/owner/shareholder/director/member of the Customer has been obtained in writing.

Signed at:.....On this:.....Day of:.....20.....

Applicant:

Signature:..... Name:..... Designation:

Schedule 2 - CPA PROVISIONS

In addition to the Terms, the following CPA Provisions shall apply to CPA Customers only and must be signed by the CPA Customer. In the event of an inconsistencies between the Terms in Schedule 1 and the CPA Provisions, the CPA Provisions shall apply.

Please read all of the Terms in Schedule 1 and these CPA Provisions carefully. The By signing this document, you indicate that you acknowledge, understand and agree to be bound by its terms. The Terms in Schedule 1, the CPA Provisions as well as the suretyship, and are the basis upon which the Company will do business with the Customer. It is very important that you understand what you are signing, particularly that you agree that you bind the Customer to these Terms and that you have the Customer's authority to do so. Certain clauses have been typed in bold to draw your attention to them. Despite that, all clauses are important and if there are any that you do not understand, please ask the Company for assistance.

Please note that there are clauses that:

1. require the Customer to assume risk and/or limit their rights and/or the liability of the Company (clauses 4.3 and 4.5, 9.5 and 9.7 of Schedule 1; clauses 2, 3 and 4 of the CPA Provisions and clauses 2, 3.1 and 3.5 of the Suretyship (if applicable));
2. require the Customer to indemnify the Company (clause 6.5 and 9.7 of Schedule 1);
3. require the Customer to acknowledge certain facts (clause 13 of Schedule 1 and clauses 3 and 4 of the Suretyship (if applicable));

1. PAYMENT

In place of clause 3.3 and 3.5 of Schedule 1, the following clauses shall apply:

- 1.1 Where an Authorised Representative approves an Application by the Customer, payment must be made within 30 days of the date of the Company's first statement of account, relating to the subject matter of that delivery, whether such statement is received or not, provided that if it has not been received by a CPA Customer, that is was sent by pre-paid registered post to the address elected by the Customer, unless otherwise agreed in writing and signed by an Authorised Representative.
- 1.2 Should any Customer who is not an NCA Customer, not pay any amount on due date, the Customer agrees to pay interest at the Prime Overdraft rate plus 2% published by the Company's bankers from time to time. NCA Customers may be liable for interest in terms of the Prescribed Rate of Interest Act from the date of demand to date of payment.

2. DELIVERY AND RISK

In addition to clause 4 of Schedule 1, the following shall apply:

- 2.1 **In the event of a delivery to a CPA Customer not occurring at the agreed or reasonable date, time and place, the CPA Customer will have the rights it is entitled to in terms of the CPA and no other rights. (The effect of this clause is that in these circumstances the Customer may (1) to accept the performance; (2) to require performance at the agreed time, date and place; or (3) to cancel the Agreement in accordance with the CPA and will not have any other claim against the Company and the Company is not obliged to make good any other harm, other than to comply with its obligations arising directly from the Customer election above).**

The CPA Customer's election in terms of clause 2 must be brought to the Company's attention in writing.

Initials

3. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

In place of clause 7.1 of Schedule 1, the following shall apply:

In respect of CPA Customers only, the Company gives only those warranties required by the CPA and no other warranties and all other implied conditions, representations and warranties are expressly excluded. (The effect of this clause is that other than those provided for in the CPA, the Company does not represent or warrant that the Goods meet any specific standards, characteristics or criteria. The warranties set out in the CPA include that: the Goods are reasonably suitable for the purposes intended, that they are of good quality, in good working order and are free of defects, that they are usable and durable for a reasonable period given the circumstances surrounding their supply and they comply with any applicable standards. The Customer must satisfy itself as to the suitability of the Goods and may not demand that the Company provide Goods meeting any other standards, characteristics or criteria).

Initials

4. DEFECTIVE GOODS

In addition to clause 9 of Schedule 1, the following shall apply:

- 4.1 **In respect of CPA Customers, the Company's liability to the Customer arising out of or in connection with defective goods, shall be limited to that provided for in the CPA. The effect of this clause is that if any Goods are defective:**
- 4.2 **the Customer may return the Goods to the Company within 6 months of delivery and the Customer will be entitled to either have the Goods repaired or replaced or to a refund of the price paid of the Goods;**
- 4.3 **the Customer will be entitled to any claim for harm (as defined in the CPA) to which it is entitled in terms of section 61 of the CPA, subject to the exceptions and defences set out in that section. (Harm, as defined in the CPA includes, death, injury or illness to a natural person, loss of or physical damage to property and economic loss that results from that death, injury, loss, illness or damage).**

Initials

5. BREACH

In place of clause 11 of Schedule 1, the following shall apply:

- 5.1 If:
 - 5.1.1 the Customer fails to pay any amount due to the Company in terms of any Agreement on due date; or
 - 5.1.2 the Customer defaults on any obligation in terms of this Agreement and fails to remedy that default within 20 days of written notice calling it to do so; or
 - 5.1.3 any cheque, promissory note or other bill of exchange given to the Company in respect of any indebtedness of the Customer in terms of any Agreement dishonoured; or
 - 5.1.4 the Customer is sequestered or placed in liquidation, whether provisionally or finally or is subject to business rescue proceedings; or
 - 5.1.5 the Customer commits any act of insolvency; or
 - 5.1.6 the Customer enters into any compromise with his/its creditors; or
 - 5.1.7 the Customer fails to satisfy any judgement granted against him/it within twenty (20) days after the date of judgement;
 then the Customer shall be in breach of this Agreement.
- 5.2 If the Customer is in breach of any Agreement, the Company may, without prejudice to any other claim it may have in law or arising out of this Agreement (including the right to claim damages):
 - 5.2.1 cancel any or all of the Agreements with the Customer; or
 - 5.2.2 claim specific performance of the Customer's obligations; and/or
 - 5.2.3 claim immediate payment of any amount outstanding, despite the fact that it may not yet be due and payable.

6. RETURNS POLICY

The returns policy in clause 8 of Schedule 1 shall apply to CPA Customers save that:

- 6.1 where the CPA Customer has a right to return in terms of the CPA, the Company shall not have the discretion to elect whether or not to accept the return of any Goods, subject to the provisions of the CPA; and
- 6.2 the Company shall not be entitled to charge the 10% handling charge in terms of clause 8.1 of Schedule 1.

7. LEGAL FEES

In the event of the Company instructing its attorneys to recover money or Goods from the Customer, then the Customer shall be liable for and pay all legal costs incurred by the Company on a party and party scale in the case of CPA Customers.

Signed at:.....On this:.....Day of:.....20.....

Signature:..... Name:..... Designation:

Schedule 3 - DEED OF SURETYSHIP ("Suretyship")

BY: ("the Surety")
OF: ("the Surety's Address")
IN FAVOUR OF: **Fibertex South Africa Proprietary Limited** ("the Company")
IN RESPECT OF: ("the Customer")

1. The Surety hereby binds itself as surety and co-principal debtor, jointly and severally with the Customer (meaning that both can be held liable, either jointly in equal shares, or separately for the whole amount) in favour of the Company, for the due fulfilment by the Customer of all its obligations to the Company of any nature and howsoever arising, whether already incurred or which may be incurred in the future, as a continuing suretyship, despite any change in or temporary extinction of such obligations.
2. **The Surety renounces the benefit of being able to demand that the Company first proceed against the Customer (exclusion), the benefit of being able to insist that the Surety is only liable for a portion of the debt where there is more than one surety (division), and the benefit of being able to demand that she/he be ceded the other sureties debts should the Surety make payment of the full debt (cession of action). (The effect of this clause being that the Surety may no longer require the above to occur before paying the debt owing to the Company.)**

Surety's Initials

3. Without limiting the foregoing, the Surety agrees:
3.1 That all admissions and acknowledgements of liability by the Customer will be binding on the Surety. (The effect of this clause is that if the Customer makes any acknowledgment or admission, it will apply as if the Surety had made that acknowledgement or admission.)

Surety's Initials

- 3.2 That in the event of the Customer being liquidated or subject to business rescue, or a compromise being effected with its creditors, no dividends or payments received by the Company will prejudice the Company's rights to recover from the Surety the full amount owing by the Customer at the date of liquidation of the Customer.
- 3.3 That this Suretyship is in addition and without prejudice to any securities held now or in the future by the Company, and will remain in full force and effect as a covering Suretyship for as long as any amounts whatsoever are owed by the Customer to the Company and despite the fact that the for certain periods nothing may be owing by the Customer to the Company.
- 3.4 That no variation or cancellation of this Deed of Suretyship will be of any force or effect unless reduced to writing and signed by both the Surety and the Company.
- 3.5 That any indulgence or extension of time for payment granted by the Company to the Customer is without prejudice to any of the other rights of the Company, and that no indulgence or extension will in any way affect the Surety's liability. (The effect of this clause is that even if the Company grants an indulgence to the Customer or an extension of the payment, it does not have to grant that same indulgence or extension to the Surety and can claim from the Surety as if that indulgence or extension had not been granted to the Customer.)**

Surety's Initials

- 3.6 To submit to the jurisdiction of the Magistrates' Court in terms of Section 45(1) of the Magistrates' Court Act 32 of 1944, despite the amount being claimed may exceeding the jurisdiction of such court; and further, despite this, the Company may, in its discretion, institute proceedings in any division of the High Court of South Africa.
 - 3.7 That the address of the Surety as listed above is chosen as *domicilium citandi et executandi* for all purposes related to this Suretyship. (This being the address that the SURETY chooses for service of any notices or documents in terms of this Suretyship).
 - 3.8 That in the event that any of the terms of this Suretyship are found to be invalid, unlawful or unenforceable, that such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
 - 3.9 To be bound by all the Standard Terms and Conditions of the Company, as contained in the credit application signed by the Customer.
 - 3.10 That should the Company cede its claim against the Customer to any third party, then this suretyship shall be deemed to have been given by the Surety to such cessionary/ies, who shall be entitled to exercise all rights in terms of this suretyship, as if such cessionary/ies were the Company.
- 4. By signing this Suretyship, the Surety hereby confirms that:**
- 4.1 he/she has read and understood all the terms and clauses contained herein;**
 - 4.2 this Suretyship is complete in all respects;**
 - 4.3 that the witnesses are present;**
 - 4.4 he/she is capable of executing this Deed of Suretyship, having obtained the necessary consent and authority to do so.**

(The effect of the above warranties is that the Surety agrees that the above statements are true and he/she will be treated as if this is the case. If at any stage they are found not to be true and correct the Surety will be in breach of this Suretyship and the Company will have a claim against it).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

Witnesses:

1. Name: _____ Sign: _____ Surety Name: _____
2. Name: _____ Sign: _____ Surety Sign: _____