



CREDIT APPLICATION

Companies, Closed Corporations, Trusts and non natural persons applying for a credit facility are required to complete the Agreement and sign Addendum A attached hereto.

PLEASE COMPLETE ALL SECTIONS. SIGN AND INITIAL WHERE REQUIRED.

1. Registered Name _____ Reg. No. _____

2. Trading Name _____ VAT No. _____

3. Postal Address _____ Code _____

4. Physical Address _____ Code _____

5. Tel (____) _____ Fax (____) _____ Cell (____) _____

Email address _____ Contact in Crs Dept _____

6. Bank, Branch & Code _____

Acc No _____ Credit limit required R _____

Auditors _____ Estimated monthly purchases R _____

7. Years in existence _____ Under Present Ownership Since _____

8. Full name and Home address details of Holding Company/Directors/Members/Partners/Owner

9. Trade Reference (Only Companies supplying trading goods)

Name	Contact name	Tel no
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1. _____

2. _____

3. _____

I/we _____ the undersigned, acting on behalf of the Customer (and being duly authorised to do so) hereby warrant that the information given above is true and correct.

Date _____ Authorised Signature _____ Capacity _____

FOR OFFICE USE

Cust_Code _____ MF_Code _____ Cust_Cat _____ Area _____ Terms _____ Agent _____

Approved by: _____ Signed _____ Date _____

CONDITIONS OF CREDIT FACILITY AGREEMENT AND TERMS OF SALE BETWEEN SECOND SKINS (PTY) LTD

AND

(Enter the same legal entity as per the information sheet)

1. Unless otherwise agreed by us beforehand in writing the Terms of this Credit Facility are as follows:

1.1 Payment terms are strictly 30 days from date of Statement. Where the Customer is unable to be granted credit the payment terms for custom made goods are 50% deposit payable with order and the balance of 50% payable before despatch. Other goods will be 100% payment before despatch. Payment terms will be strictly adhered to. It is the Customers responsibility to ensure that payment reaches our offices within the prescribed period. If any amount is not paid within the stated terms, the Customer agrees that:

1.1.1 Interest will be charged on overdue amounts at a rate of 2% per month as published by the National Credit Act 34 of 2005 ("NCA") be calculated and payable monthly in advance and if the interest is not paid it shall be added to the principal sum which shall bear interest as aforesaid.

1.1.2 Should default be made in paying any sum due for any goods ordered as and when it becomes due, we shall have the right either to revoke the entire credit facility and demand payment of the full balance outstanding, suspend all further deliveries until the default has been made good or cancel any undelivered balance of goods ordered. We reserve the right to claim any damages by reason of this condition.

1.1.3 Second Skins reserves the right to dispose of any Customer's own "branded" goods in any way whatsoever after the Customer has been given seven days to remedy the payment default.

1.1.4 Should the Customer be in breach of any of the terms as contained in this Agreement, credit facilities may be withdrawn by the Supplier at any time, after giving the Customer 7 days written notice to remedy the said breach, and the Customer has failed to do so, furthermore the granting of Credit facilities, including the nature and extent thereof shall at all times be at the Supplier's sole discretion.

1.2 Any settlement discount agreement must be in writing and only allowed to the customer if the remittance is received on or before the due payment date.

1.3 The supplier reserves the right to allocate all payments received against the oldest amounts outstanding on the Customer's account, notwithstanding that the Customer may indicate that the payment is in respect of subsequent debts and the Customer shall not be entitled to insist that such payment be allocated in respect of subsequent debts.

1.4 The Credit Applicant hereby acknowledges and agrees that the Credit Grantor may:

1.4.1 Perform a credit search on the applicants record with one or more of the registered Credit Bureaux when assessing the applicant's application for credit.

1.4.2 Monitor the credit applicant's behavior by researching his/her record at one or more of the Credit Bureaux.

1.4.3 Use new information and data obtained from the Credit Bureaux in respect of the applicant's future credit applications.

1.4.4 Record the existence of the applicant's account with any Credit Bureau.

1.4.5 Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting his/her obligation on the account to any other creditor of the applicant or to one or more Credit Bureaux.

1.5 The Customer acknowledges that Second Skins may choose to factor the debt with a Commercial Institution who may act in all matters arising from this agreement.

2. Second Skins warrants its customer that the goods which have been supplied by the Company and delivered to the Customer shall be free from defects and subject to the following:

2.1 The warranty is effective for a period of six months. The date is determined from date of delivery and the Customer will be entitled to either request a refund; replacement or repair of goods if goods are defective within such period. If a reject or goods with certain defects has been specifically brought to the attention of the Customer prior to the selling thereof, and the Customer accepts the goods which render them less suitable then they accept them as is and shall have no claim against Second Skins for any defects disclosed to them.

2.2 Second Skins shall not be liable or responsible in any way for damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the goods, unless such damages can be attributed to any circumstances reasonably within the control of Second Skins.

2.3 The warranty shall immediately be null and void in the event of any of the following:

2.3.1 Any alterations or modifications or addition made to the goods supplied, without the prior consent of Second Skins;

2.3.2 Failure to use goods in accordance with the instructions and specifications of Second Skins; (See addendum A and initial it.)

2.3.3 General misuse and abuse of goods;

2.3.4 Any damages to the goods, due to reasons beyond our reasonable control;

2.3.5 Any damage caused by fire, flood, civil disturbance or act of God;

2.3.6 Goods not accompanied by the original tax invoice.

2.3.7 Claims for damaged or defective goods will only be evaluated in the event the goods are returned for inspection or agreed to in writing.

2.4 Claims for shortages must be made in writing within 10 business days from receipt of the goods.

3. Refund policy. Please choose carefully. We do not normally give refunds if you simply change your mind or make a wrong decision. You can choose between a refund, exchange or repair where goods are defective within the warranty period or within 10 business days the goods are wrongly described, different from the sample shown to you or do not perform. If the goods are, affixed or amended we will not accept a return of the product, unless defective. We may charge a handling fee if the return is accepted by management.

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4. If we have not expressly confirmed a definite price in writing for the execution of any order, our price ruling at the date of each part delivery shall apply to each part delivery. Where a definite price has been expressly confirmed by us the execution of an order or contract such price shall nevertheless at all times be subject to increase in the event of any increase in our list price ruling at the immediate time of delivery or part of delivery of the order or during the contract. Notice of the increase and new price ruling shall be provided upon request.

5. Estimates and Quotations not accepted within thirty days thereof shall be deemed to be withdrawn and canceled.

6. Proofs, pulls, patterns, samples, specimens, sketches, photographs, computer generated images or any representation, whether partial or total, of the finished article in whatever form may be submitted for Customer Approval. After approval the Customer shall have no claim against the Supplier for errors in the example as approved by it. Changes required by the Customer, other than the correction of Supplier errors, shall be for the account of the customer. If the Customer requires for any reason, a rerun of any order of which it previously approved, which rerun requires any change or alteration of any kind to the order, then such rerun shall be for the account of the Customer. Furthermore, in terms of Section 17 of the CPA, if the Customer at any time cancels any advance order, the Company is entitled to charge a reasonable amount for the cancellation, and the Customer is not entitled to any refund on deposits in the event of cancellation for special ordered goods.

7. Standing matter, computer disks, patterns, printers materials of any kind whatever may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for retention. Origination materials and any copyright subsisting therein shall be the property of the Supplier unless otherwise agreed in writing with the Customer. The Supplier shall not be responsible for the archival of data on behalf of the Customer unless written arrangements are made for the provision of this service.

8. Delivery. Notwithstanding anything to the contrary Second Skins obligation to deliver goods shall in all cases be subject to the following: Whilst delivery times are given in good faith and Second Skins will use every endeavour to comply therewith, no responsibility can be accepted for any loss or damage incurred by the Customer on account of any delay in delivery arising out of any circumstances beyond our control, which circumstances will include, but in no way be limited to any delays in the supply of goods by our suppliers which cannot be directly or indirectly attributed to them and if the balance of the purchase price payable on delivery of the goods is not paid when due or on date of anticipated delivery or the Customer account is in arrears or over the agreed credit limit.

9. The Customer agrees and consents in the terms of section 45 of the Magistrate's Court Act of 1944 or any amendment thereof to the jurisdiction of the said court, for any action of proceedings which may be brought against the Customer arising out of any transactions between the Customer and the Supplier or pursuant thereto, it being understood that the supplier shall be entitled in its discretion to bring any action of proceedings in the Supreme Court of South Africa. All Contracts shall be deemed to have been concluded in the Magisterial District of Wynberg.

10. A certificate by a director or authorised employee of the Supplier (whose appointment, qualification and authority need not be proved) setting out the amount due and payable by the Customer to the Supplier at any time shall for the purposes of judicial proceedings be at face value, proof of the facts incorporated therein as well as the prevailing rate of interest shall be calculated on any amount in arrears.

11. The Customer shall be liable for all costs incurred by us in the recovery of any amounts due in terms of this Agreement, including collection charges and costs on an attorney and client scale and costs of counsel as on brief incurred during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement. This is subject to the jurisdiction of the relevant court or tribunal where the case will be adjudicated whom in their final discretion will determine the amount of costs for which the Customer will be held liable.

12. The Customer nominates its "Physical address" as reflected on the face hereof as its address for service upon it of all notices and processes.

13. The Customer agrees that the ownership of all goods purchased shall remain vested in the Supplier until such time as the purchase price has been paid in full to the Supplier or until such time as the goods have been re-sold in the normal course of business, whichever event may occur first. All risks in the aforesaid goods shall pass to the Customer on delivery to the carrier.

14. Goods are delivered ex factory unless specifically arranged to the contrary. All postage, shipping and transport where included, will be charged on the invoice. Goods when delivered to the carrier are for the amount and risk of the buyer.

15. No purported variation of this agreement shall be binding unless reduced to writing and signed by both parties. No indulgence granted by the Supplier shall prejudice the Suppliers' right to insist on strict compliance with the provisions of this agreement.

16. I/we further by my/our signatures hereto, bind my/ourselves as surety and accept joint and several liability as co-principal debtor/co-principal debtors for payment of all charges and amounts incurred in terms of this Credit Agreement or any sale that takes place in relation hereto. I/we furthermore in signing this suretyship hereby renounce the benefits of the principal debtor being held liable first, disputing my responsibility for the amount outstanding and all sureties being held liable together with regards to the amount of surety provided by each surety.

17. All Terms herein apply as regards our successors and/or assigns and except to the extent of liability allowed by law, shall in no way limit any liability under this agreement.

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18. Any change in the legal person (as more fully described in Section A Clause 1 and the subsequent Sections) or the name or members' interest or shareholding shall be notified to the Supplier by registered post within seven days. The declarant in section B indemnifies the Supplier of any damage that may be caused by any such changes or as a result of any such changes not being notified to the Supplier.

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I/we _____ the undersigned, acting on behalf of the Customer (and being duly authorised to do so) hereby warrant that I/we have read and understood the terms and conditions above.

Date _____ Authorised Signature _____ Capacity _____

ADDENDUM A

Addendum A is specifically brought to your attention as a requirement of Section 49 of the CPA and you are required to initial below that you understand it.

Clause 2.3.2 refers: "Failure to use goods in accordance with the instructions and specifications of Second Skins" will render the warranty null and void.

With special reference to the Consumer Protection Act, No 68 of 2008 and with particular reference to technical fabrics, particularly those used for swimming and stretch wear in sport, "the nature of these fabrics is such that through its construction and use of very fine fibres that are made by a warp knitting process it suffers from the effects of a number of abuses which will reduce the lifespan of the garments if the instructions and specifications of Second Skins are not followed. While every effort is made through wash care instructions and garment ticketing buyers are required to inform users of the correct care of the garments.

Damage is caused to the surface of the fabric due to the user sitting on the rough edge of a swimming pool or other surface or using a rough surface as a back rest resulting in abrasion. Abrasion is clearly visible on the seat area and back of the garments. Colour fading and yarn degradation is caused by sunlight, chlorine, salt water, perspiration and incorrect washing.

Our garments are used in swimming pools and for active sports such as triathlon, running, dancing, cycling and many other active sports. We have no control over the toxic chemical environment of swimming pools. The main cause of problems are from bad pool management. Pool management tends to add excessive Chlorine and other chemicals to the water which causes damage to the colour and the fibre of the fabric".

The buyer / user is hereby warned that:

1. Garments must be rinsed in fresh water immediately after use. Failing to do so every time after use will cause permanent damage to the colour and fibre.
2. Wet garments must not be placed into a plastic bag or left wrapped up in a towel after use except for a short period. Doing so even once will cause permanent damage to the colour and fibre.
3. The fabric is subject to degradation from perspiration. People either have acidic or alkaline perspiration. Your body continues to perspire after exercise after you have left the water. The buyer / user needs to take heed of the warning that the garment must be rinsed in fresh water immediately after use.
4. The fabric is light sensitive and buyer / user is warned to hang the garment out of direct sunlight when drying or not in use.
5. Fabric softeners and harsh washing powders and hot washes damage the garment, so refrain from washing the garments in hot water using fabric softeners and washing powder.
6. Sunscreens and oils that get onto the garment damages the fabric and the elastic.
7. Never sit on rough surfaces, since this will damage the garment.

For durability and the need to meet various prices we offer a choice of fabrics. Please select the fabric that suits your purpose.

1. An standard quality fabric called Elastoskins containing Nylon and Elastane. It is accepted that this fabric is used in a low price point product and not expected to survive very long but, if treated with respect and cared for will last the 6 months. However, if abused will not last 6 months. **"This product should have a lifespan of 6 months. It should always be washed in cold water, it should never be washed in hot water, and always be dried out of direct sunlight, since this will damage the material, and cause the colour to fade, and failure to use the goods in accordance with instructions will render the warranty on the goods null and void."**

2. A high quality fabric called XtraLife containing Invista Nylon (tm) and Xtra Life Lycra (tm) that has excellent durability which if used with respect should last longer than the Elastoskins fabric. However, if abused may not last 6 months. **"This product should have a lifespan longer than 6 months. It should always be washed in cold water, it should never be washed in hot water, and always be dried out of direct sunlight, since this will damage the material, and cause the colour to fade, and failure to use the goods in accordance with instructions will render the warranty null and void"**

3. A chlorine resistant high quality fabric called Duraskins containing Polyester and PBT. The fabric should last longer than 6 months. However if abused the fabric may break down within 6 months, but the colour will fade. **"This product should have a lifespan exceeding 1 year. It should always be washed in cold water, it should never be washed in hot water, and always be dried out of direct sunlight, since this will damage the material, and cause the colour to fade, and failure to use the goods in accordance with instructions will render the warranty null and void"**.

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