



INFORMATION SHEET

(REFER SECTION A: TERMS & CONDITIONS OF CREDIT FACILITY)
(REFER SECTION B: CASH SALES AGREEMENT)

1. Registered Name _____ Reg. No. _____

2. Trading Name _____ VAT No. _____

3. Postal Address _____ Code _____

4. Physical Address _____

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

Email address _____

6. Bank & Branch _____ Branch No. _____

Acc No _____ Auditors _____

7. Years in existence _____ Under Present Ownership Since _____

8. Name of Contact Person in Creditors Dept _____

9. Expected Monthly Purchases R _____

10. Details of Holding Company/Directors/Members/Partners/Owner

Full Name

Home Address

11. Trade Reference (Only Companies supplying trading goods)

Name	Contact name	Tel no
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 _____

SECTION A:

(The attached information sheet forms part of this agreement.)

CONDITIONS OF CREDIT FACILITY AGREEMENT BETWEEN SECOND SKINS MANUFACTURING (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 payment are as follows:

- 1.1 Payment terms are strictly 30 days from date of Statement. Settlement terms will be strictly adhered to. It is the Debtors responsibility to ensure that payment reaches our offices within the prescribed period.
- 1.2 Claims for shortages must be made in writing within 7 days from receipt of the goods. Claims for damaged or defective goods will only be evaluated in the event the goods are returned for inspection.
- 1.3 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.
- 1.4 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.
- 1.5 Any period or date of despatch quoted is given and intended as an estimate and the Supplier shall not be liable for any loss or damage arising directly or indirectly or for any delay in despatch for any reason whatsoever.
- 1.6 All Terms herein apply as regards our successors and/or assigns and in no way limits any liability under this agreement.
- 1.7 The Credit Applicant hereby acknowledges and agrees that the Credit Grantor may:
 - a) 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.
 - b) Monitor the credit applicant's behaviour by researching his/her record at one or more of the Credit Bureaux.
 - c) Use new information and data obtained from the Credit Bureaux in respect of the applicant's future credit applications.
 - d) Record the existence of the applicant's account with any Credit Bureau.
 - e) 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.
- 1.8 The credit applicant acknowledges and agrees that any information regarding his/her creditworthiness, defaults in payments to the Credit Grantor, and details of how his/her account with the Credit Grantor is conducted may be disclosed to any other creditor of the applicant or to one or more Credit Bureaux.

2. If any amount is not paid within the stated terms, the Customer shall be liable for interest at rates determined by the supplier, 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. Further, 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 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.

3. Credit facilities may be withdrawn by the Supplier at any time without prior notice and the extent and nature of such facilities shall at all times be in the Supplier's sole discretion.

4. 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.

5. 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 prima facie proof of the facts incorporated therein as well as the prevailing rate of interest shall be calculated on any amount in arrears.

6. 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 or loss that may be caused by any such changes or as a result of any such changes not being notified to the Supplier.

7. The Customer shall be responsible for any attorney and client costs that arise from any judicial proceedings instituted against it by the Supplier for any default by the Customer. The Customer shall also pay collection commission at the tariff/rate that the Supplier's attorney charges the Supplier.

8. The Customer nominates its "Physical address" as reflected on the face hereof as its domicilium citandi et executandi for service upon it of all notices and processes.

9. 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..

10. Goods are delivered free within the metropolitan area of the Supplier. Elsewhere goods are placed F.O.R. 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.

11. Buyer acknowledges that Supplier may choose to factor the debt with a Commercial Institution who may act in all matters arising from this agreement.

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 _____