



Easy Vehicle Rental (Pty) Ltd | Reg. No. 2013/173087/07
 16 Pieter Street | Unit 7 | Manhattan Office Park | Highveld | Centurion | 0157
 PO Box 25356, Monument Park, 0151
 T. 061 079 7708 | F. 086 406 3082
 E. gerhard@easyvehicles.co.za | www.easyvehicles.co.za

CREDIT APPLICATION, CREDIT AGREEMENT and SURETYSHIP

Name	
Surname	
Maiden name (if applicable)	
Date of Birth	Country of Birth
ID number	Date of establishment of business
Physical address	E mail
Are deliveries to be made to this address? If not, then where?	
Postal address	Code
Are invoices to be sent to this postal address? If not, then where?	
Telephone area code & no. ()	Fax area & no. ()
Premises owned or leased ? Name of landlord:	
Postal address of landlord	Code
Details of Employer	
Full name	ID No. (or date of birth)
Physical address	Code
Telephone area code & no. ()	E mail
How long have you been employed at the above mentioned employer	

Undersigned accepts the Standard Conditions of Agreement on the reverse side. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the date of a tax invoice issued by Easy Vehicle Rental. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will any cheque be stopped. **I hereby certify that all above information is correct.**

The signatory hereby binds himself/herself as co-principal debtor jointly and severally for all existing debts and any future debts incurred with Easy Vehicle Rental by the applicant named above.

Signed:	Place:	Date:
Printed name(s):	Corporate designation of signatory:	
Signed as co-principal debtor and surety:		
Printed name(s):	Corporate designation of signatory:	
<i>Accepted: Group Accountant</i>	<i>Period:</i>	<i>Date:</i>
<i>Accepted: By CFO</i>	<i>Limit R</i>	

STANDARD CONDITIONS OF AGREEMENT

1.1 The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Easy Vehicle Rental (Pty) Ltd (hereinafter called EAS) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of EVR; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by EVR; (g) these terms apply to all agents and subcontractors of EVR and (h) the Customer will take the necessary steps to ensure that this Agreement applies to all subsidiaries and divisions of the Customer.

1.2 The Customer agrees that the representatives of EVR are not authorised to sign any binding documentation on behalf of EVR without presenting the written consent of a director of EVR to the Customer.

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by EVR at its business address in Samrand.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by EVR at its business address per clause 2.1.

3.1 The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to EVR and agrees that these Standard Conditions will apply in the exact same way to him / her.

3.2 The signatory, as implied in 3.1, hereby agrees that, by signing an invoice presented by EVR, the Standard Conditions of Agreement was read and are accepted by the Customer.

4. The Customer acknowledges that it does not rely on any representations made by EVR in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by EVR in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by EVR.

5.1 The Customer agrees that neither EVR nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 EVR reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

6.1 All quotations will remain valid for a period of 7 days from the date of the quotation.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by EVR and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the cost price of the goods or forex fluctuations.

6.3 The Customer agrees in the case of split billing, that each invoice will be subject to the following circumstances including: supplier price increases, forex fluctuations or tax fluctuations.

6.4 If the Customer disputes the amount of increase of clause 6.2 or 6.3, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.5 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services 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.

6.6 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.

6.7 EVR shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.

6.8 EVR shall be entitled to invoice each delivery / performance actually made separately.

6.9 Any delivery note, waybill, invoice, installation certificate, time sheet or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by EVR shall be prima facie proof that delivery was made to the Customer.

6.10 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. EVR may recover insurance premiums from the Customer for such ordered and uninsured goods.

6.11 Delivery, installation and performance times quoted are merely estimates and are not binding on EVR.

6.12 If EVR agrees to engage a third party to transport the goods, EVR is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by EVR.

6.13 The Customer indemnifies EVR against any claims against EVR that may arise from such agreement in clause 6.12.

6.14 Repair times and repair costs given are merely estimates and are not binding on EVR

6.15 Any item handed in for repair may be sold by EVR to defray the cost of such repairs if the item remains uncollected within 30 days of the Customer being notified of the repairs being completed.

6.16 All goods taken on a demonstration basis by the Customer are deemed sold if not returned within 7 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.

6.17 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to EVR.

6.18 The Customer shall indemnify EVR against any claims, costs and expenses arising out of the infringement of copyright, patent, trademark or design supplied by the Customer.

7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Installations are guaranteed against faulty workmanship for a period of 12 months. Services carry no guarantee. Parts used in repairs outside the guarantee period are guaranteed according to the Manufacturer's product specific warranties.

7.2 In the case where the Manufacturer's warranty has to be registered, it is the Customer's responsibility to do so and the Customer agrees that EVR shall not be responsible or liable for a Manufacturer's warranty that was not registered with the Manufacturer.

7.3 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of EVR.

7.4 No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given EVR written notice by prepaid registered post of such breach or defect, and has afforded EVR at least 30 days to rectify such defect or breach.

7.5 To be valid, claims must be supported by the original Tax Invoice.

7.6 The Customer shall return any defective moveable goods to the premises of EVR at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.

7.7 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than EVR or should the goods be used or stored outside the Manufacturer's specifications.

8.1 Under no circumstances shall EVR be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 Under no circumstances shall EVR be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9. Delivery of the goods or services to the Customer shall take place at the place of business of EVR.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by EVR shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the date of a Tax Invoice issued by EVR.

10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of EVR.

10.3 The risk of payment by cheque through the post rests with the Customer.

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will

not be applicable or enforceable unless agreed to by EVR, reduced to writing and signed by the Customer and a duly authorised representative of EVR.

11.2 The Customer is not entitled to set off any amount due to the Customer by EVR against this debt.

11.3 All discounts shall be forfeited if payment in full is not made on the due date.

12.1 The Customer agrees that the amount due and payable to EVR may be determined and proven by a certificate issued and signed by any director or manager of EVR, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to EVR and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

13.2 The Customer expressly agrees that no debt owed to EVR by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; EVR is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right EVR may be entitled to in terms of this Agreement or in law. EVR reserves its right to stop supply immediately on cancellation or on non-payment.

14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1(b) and all amounts then outstanding shall immediately become due and payable.

14.3 EVR shall be entitled to withdraw credit facilities at any time within its sole discretion.

15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

15.2 In the event of cancellation of the Agreement by EVR, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

15.3 In the event of cancellation of the Agreement by EVR, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

16.1 All goods supplied by EVR remain the property of EVR until such goods have been fully paid for whether such goods are attached to other property or not.

16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of EVR. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of EVR in the goods.

16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to EVR.

16.4 The Customer is liable to purchase software licences from EVR.

16.5 The Customer agrees to accept any quantity that does not exceed or fall short of the quantity ordered by no more than 5% as good and complete performance and may request to pay EVR only the proportionate contract price for the actual quantity dispatched which request will not be unreasonably refused.

17.1 The Customer shall be liable to EVR for all legal expenses on the attorney-and-own-client scale incurred by EVR in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that EVR may demand.

17.2 The Customer agrees that EVR will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

18. The Customer agrees that no indulgence whatsoever by EVR will affect the terms of this Agreement or any of the rights of EVR and such indulgence shall not constitute a waiver by EVR in respect of any of its rights herein. Under no circumstances will EVR be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that EVR shall have the right to institute any legal action in either the Magistrate's Court or the North Gauteng High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

20.3 The Customer undertakes to inform EVR in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, EVR reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

20.4 The Customer hereby consents to the storage and use by EVR of the personal information that it has provided to EVR for establishing its credit rating and to EVR disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that EVR will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

20.5 The Customer hereby consents that EVR can provide personal information of the Customer to third parties, if the Customer has indicated EVR as a trade reference to third parties and the Customer agrees that EVR will not be liable for the good faith disclosure of any of this information to such third parties.

20.6 The Customer hereby agrees that the credit facility is a variable credit facility and that EVR shall be entitled to increase its credit limit from time to time.

21. The Customer agrees to the Standard Rates of EVR for any goods or services rendered, which rates may be obtained on request.

22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

23. Any order is subject to cancellation by EVR due to acts of God or any circumstance beyond the control of EVR, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

24. Any order is subject to cancellation by EVR if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.

25. The Customer agrees that EVR will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.

26. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 19 and clause 20.6.

27. This Agreement and its interpretation are subject to South African law.

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