

Afrigen (Pty) Ltd Reg No. 1967/005526/07 and/or Afrimat Aggregates (KZN) (Pty) Ltd Reg No. 1966/008581/07 and/or Afrimat Aggregates (Operations) (Pty) Ltd Reg No. 1963/007141/07 and/or Afrimat CM Eastern Cape (Pty) Ltd Reg No. 1983/007664/07 and/or Afrimat Construction Materials Holdings (Pty) Ltd Reg No. 1947/027184/07 and/or Afrimat Contracting International (Pty) Ltd Reg No. 2002/025895/07 and/or Afrimat Industries South Africa (Pty) Ltd Reg No. 2005/033309/07 and/or Afrimat Iron Ore (Pty) Ltd Reg No. 2001/010218/07 and/or Afrimat Hemp (Pty) Ltd Reg No. 1998/013868/07 and/or Afrimat Lime Company (Pty) Ltd Reg No. 1998/011330/07 and/or Afrimat Logistics (Pty) Ltd Reg No. 1994/008987/07 Afrimat Lyttelton (Pty) Ltd Reg No. 2007/002405/06 and/or Afrimat Marble Hall (Pty) Ltd Reg No. 1998/005918/07 and/or Afrimat Mining Services (Pty) Ltd Reg No. 1996/017991/07 and/or Afrimat Phosphates (Pty) Ltd Reg No. 1998/018044/07, and/or Afrimat Quarrying South Africa (Pty) Ltd Reg No. 2005/033162/07 and/or and/or Afrimat Readymix (Cape) (Pty) Ltd Reg No. 1983/000088/07 and/or Afrimat Readymix (Inland) (Pty) Ltd Reg No. 2001/027220/07 and/or Afrimat Silica (Pty) Ltd Reg No. 2011/102732/07 and/or AfriGen (Pty) Ltd Reg No. 1967/005526/07 and/or Agri Lime (Pty) Ltd Reg No. 1995/013946/07 and/or Ash Resources (Pty) Ltd Reg No. 1975/000746/07 and/or Cape Lime (Pty) Ltd Reg No. 1999/002171/07 and/or Clinker Supplies (Pty) Ltd Reg No. 1990/007640/07 Eckraal Bricks & Readymix Pty Ltd Reg No. 2019/417635/07 and/or Eckraal Quarry Pty Ltd Reg No. 1995/003090/07 and/or Glen Douglas Dolomite (Pty) Ltd Reg No. 1934/005306/07 and/or and/or Nkomati Anthracite (Pty) Ltd Reg No. 1980/008581/07 and/or Olympic Sand (Pty) Ltd Reg No. 2002/019500/07 all being subsidiaries of Afrimat Ltd and all hereinafter, individually and collectively referred to as "AFRIMAT"

## APPLICATION FOR CREDIT FACILITIES

*Where required tick the appropriate block. This application must be completed in full, in ink and initialed on each page. Every question must be answered.*

Customer Details							
<b>Legal Entity</b>							
<b>Registration Number / ID Number</b>					<b>VAT Number</b>		
<b>Legal Entity Type</b>	Public Company	Private Company	Close Corporation	Partnership	Trust	Sole Proprietor	Other
<b>Trading As</b>							
<b>Holding Company</b>							
<b>Legal Entity Street Address</b>						Postal code	
<b>Legal Entity Postal Address</b>						Postal code	
<b>Legal Entity Nature of Business</b>							
<b>Contact Details</b>	Telephone					Fax	
	Email						
Director / Member / Partner / Trustee / Owner Details							
<b>Full Name</b>	<b>ID Number</b>	<b>Physical Address</b>			<b>Cellphone Number</b>	<b>Email Address</b>	
Customer Banking Details							
<b>Bank</b>	<b>Account Number</b>	<b>Branch Code</b>			<b>Branch Name</b>		
<b>Financial Manager</b>		<b>Financial Manager Contract Number</b>					
Accounts Department Name							
<b>Contact Number</b>				<b>Email Address</b>			

*Initial Here*

Credit Facility Details	
Estimated Monthly Purchases	R
Credit Limit Requested Amount	R <span style="float: right;"><i>(the equivalent of 2 months purchases)</i></span>

Have you had any supplies from Afrimat Limited or its subsidiaries before?		Yes / No	
If 'Yes', please complete the following:	Supplier Name 1:		Account No.:
	Supplier Name 2:		Account No.:

Trade References				
Supplier	Contact Person	Telephone Number	Credit Limit	Terms <i>(e.g. monthly statement +30 days)</i>

Immoveable Property Details				
In what name is the property registered?	Year Purchased	Current Market Value	Bond Holder	Bond Value

Moveable Property Details		
Details	Market Value	Fully Paid?

Rented / Leased Property Details		
Name & Address of Landlord	Monthly Rental	Lease Period


Please Tick the Correct Answer		
Has company/CC issued/signed any guarantees in favour of other creditors?	<b>Yes</b>	<b>No</b>
Have directors/members issued/signed any guarantees in favour of other creditors?	<b>Yes</b>	<b>No</b>
Have principals ever been directors/members of a business that ceased trading?	<b>Yes</b>	<b>No</b>
Have your debts been ceded?	<b>Yes</b>	<b>No</b>
Are the latest financial statements available for inspection? <i>(if yes, please attach a copy hereto)</i>	<b>Yes</b>	<b>No</b>
Does your annual turnover or asset value exceed R1 Million?	<b>Yes</b>	<b>No</b>

I, the undersigned..... in my capacity as  
..... of the Customer and in my personal capacity hereby warrant that:

1. I am duly authorised by the Customer to sign this agreement on its behalf and confirm that the above information is true, correct and complete in all respects
2. Agree that all transactions concluded with Afrimat will be subject to the terms and conditions of sale on the reverse hereof, which I acknowledge having read and understood

Dated at ..... on the ..... day of ..... 20...

Signature ..... Print Name .....

Witnesses:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

## GENERAL TERMS AND CONDITIONS OF SALE

### 1 ENTIRE CONTRACT

- 1.1 These terms and conditions ("T&Cs"), together with the terms contained in any quotation provided by AFRIMAT LIMITED and/or any of its subsidiaries reflected in the block at the top of the first page of the document (hereinafter referred to as "AFRIMAT") to the CUSTOMER as well as any agreement concluded between AFRIMAT and the CUSTOMER, constitute the entire contract between AFRIMAT and the CUSTOMER. Any order resulting here from shall be subject to the conditions herein unless varied by AFRIMAT in writing, and these conditions will take precedence over any terms, conditions or stipulations contained in any of the CUSTOMER'S documentation which may be in conflict herewith. Should the CUSTOMER in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the CUSTOMER, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by AFRIMAT in writing with specific reference to the CUSTOMER'S contrary documentation.
- 1.2 In the event of any conflict between these T&Cs, any quotation provided by AFRIMAT and or the terms of any agreement concluded between AFRIMAT and the CUSTOMER, the Heads of Agreement will take precedence.
- 1.3 The CUSTOMER agrees that no amendments or variations hereof shall be binding on AFRIMAT unless reduced to writing and signed by the CUSTOMER and a duly authorised manager or director of AFRIMAT.
- 1.4 In the event that there is any conflict between the terms of the quotation and the terms contained herein, the terms in the quotation shall take preference.
- 1.5 These T&Cs shall apply notwithstanding the fact that the amount due by the CUSTOMER to AFRIMAT may exceed the initial credit limit applied for or the subsequent increases thereto.
- 1.6 Notwithstanding the date of the signature of this document, the terms and conditions shall apply retrospectively to any and all amounts which may be owing at the time of signature.

### 2 QUOTATIONS

- 2.1 Any quotation issued by AFRIMAT shall remain firm for acceptance for a period of 90 (ninety) days, where after it will automatically expire without any further action by AFRIMAT. Notwithstanding the above such 90 day period shall not apply if an alternative expiry date is specifically stated in the quotation.
- 2.2 AFRIMAT shall be entitled to withdraw any quotation before acceptance thereof by the CUSTOMER for whatsoever reason.
- 2.3 Notwithstanding the firm nature of the Contract Price reflected in the quotation AFRIMAT shall have the right to invoice the CUSTOMER for a higher amount in the event that:
  - 2.3.1 a delivery vehicle is damaged or delayed as a result of the CUSTOMER'S failure to comply with the T&Cs;
  - 2.3.2 AFRIMAT is obliged, due to circumstances beyond its control, to utilise routes at the time of delivery that are different from those intended when the quotation was issued, resulting in a longer distance and travelling time to the delivery site;
  - 2.3.3 AFRIMAT'S vehicles are delayed at the delivery site or off-loading points (i.e standing time), due to no fault on the part of AFRIMAT or its employees;
  - 2.3.4 AFRIMAT incurs reasonable additional costs or expenses in order to deliver the goods that were not contemplated, nor included in the quotation,provided that the additional amount/s reflected on the invoice are charged for at a reasonable rate.
- 2.4 If two competing quotations are issued by AFRIMAT in respect of the same goods and/or services, the quotation bearing the later date will be the valid and binding quotation and will revoke and replace any earlier quotation.

### 3 PERFORMANCE

- 3.1 AFRIMAT will only be obliged to perform in terms of the contract concluded with the CUSTOMER if the following conditions are fulfilled:
  - 3.1.1 The CUSTOMER has signed the application for credit facilities together with a copy of these T&Cs and furnished AFRIMAT with the duly signed original application.
  - 3.1.2 The CUSTOMER has accepted the quotation and furnished AFRIMAT with the duly signed original;
  - 3.1.3 AFRIMAT is satisfied that the CUSTOMER is solvent and able to pay for the goods and services within the time and in the manner prescribed in these T&Cs and the quotation.
- 3.2 While any of the above conditions remain unfulfilled AFRIMAT is entitled to suspend performance in terms of the contract without being liable to the CUSTOMER in any way whatsoever.
- 3.3 The credit facilities granted to the CUSTOMER may be withdrawn by AFRIMAT at any time without prior notice in which event payment of the full outstanding balance will be due, owing and payable immediately and AFRIMAT reserves the right to review the extent, nature and duration of such facilities at any time.

### 4 PRICES AND DISCOUNTS

- 4.1 The goods are sold and/or services rendered by AFRIMAT to the CUSTOMER at the Contract Price recorded in the quotation issued by AFRIMAT, which price is exclusive of VAT;
- 4.2 AFRIMAT may allow discounts, as specifically agreed upon, provided that such discounts shall not be allowed on any goods

or services where payment for same is overdue.

## 5 DELIVERY

- 5.1 Deliveries of goods by AFRIMAT to the CUSTOMER'S premises or collected by the CUSTOMER from AFRIMAT'S premises will be effected during normal business hours unless the parties have agreed otherwise in writing.
- 5.2 Volume to weight conversion factors are given as a guideline only and AFRIMAT does not warranty the accuracy of these factors.
- 5.3 Should AFRIMAT elect to sell and/or deliver by volume, the CUSTOMER acknowledges and accepts that the quantity of each load will be determined at the point of loading and that an amount of settling during transport to the point of discharge is inevitable.
- 5.4 Where a CUSTOMER requires delivery by AFRIMAT of goods with a volume of less than 10 (TEN) m3 or weighing less than 14 (FOURTEEN) ton, the transport component of the price for such goods may be calculated on the basis of 10 (TEN) m3 or 14 (FOURTEEN) tons. In other words there shall be a minimum transport cost, however AFRIMAT may, in its sole discretion, charge less than 10 (TEN) m3 or 14 (FOURTEEN) ton transport.
- 5.5 The CUSTOMER, its employees or agents shall be entitled to inspect and satisfy themselves of the condition, quality and quantity of all delivered goods at the time of the delivery by AFRIMAT to the CUSTOMER'S premises or when the goods are collected by the CUSTOMER from AFRIMAT'S premises. After completion of the delivery or collection the CUSTOMER shall verify the correctness of all the details contained in AFRIMAT's delivery documents by signing such documentation, and shall notify AFRIMAT within 24 (TWENTY FOUR) hours of any errors contained therein. Delivery will be deemed to have taken place upon signing of the delivery note by the CUSTOMER, its employee or agent.
- 5.6 The CUSTOMER shall further be entitled to point out the exact location at the delivery address where off-loading is required. The CUSTOMER shall be responsible for providing AFRIMAT'S delivery vehicle safe access to the off-load point and AFRIMAT shall off-load as close to that location as reasonably possible. Should AFRIMAT be unable to off-load goods at the exact identified location, for whatever reason, the CUSTOMER shall have no claim whatsoever against AFRIMAT.
- 5.7 Delivery by rail:
- 5.7.1 At the CUSTOMER's election, the goods will be transported by rail;
- 5.7.2 The transport prices quoted by AFRIMAT will be limited to the *transport-to-rail* cost. The CUSTOMER will be liable for the rail transport costs and additional costs and levies, including, but not limited to, demurrage charged by Transnet from the loading point siding to the off-loading point siding as well as the cost of transport from the off-loading siding to the CUSTOMER's premises;
- 5.7.3 All queries in respect of deliveries made by rail must be addressed to AFRIMAT within 24 (TWENTY FOUR) hours of delivery of the goods to the CUSTOMER's premises;
- 5.7.4 AFRIMAT will, if and when applicable, upon timeous receipt of any queries and/or claims from the CUSTOMER, lodge same with Transnet and/or its agents or partners on behalf of the CUSTOMER;
- 5.7.5 In the event that Transnet and/or its agents or partners repudiates any claim, the CUSTOMER will be liable for the full amount owing to AFRIMAT in respect of goods delivered to the loading siding. In the event that any such claim by the CUSTOMER against Spoornet or its insurers is not adiated or repudiated within 60 (SIXTY) days of such claim being lodged the CUSTOMER shall immediately make payment to AFRIMAT of the relevant invoice, notwithstanding the fact that the CUSTOMER did not receive delivery of the goods.
- 5.8 Where the CUSTOMER provides the transport:
- 5.8.1 It is specifically recorded that AFRIMAT will accept no liability for non-compliance by the CUSTOMER, its employees or agents with the applicable statutory and regulatory legislation. The CUSTOMER shall remain responsible for all liabilities due to non-compliance by the CUSTOMER, its employees or agents with such legislation, including, but not limited to, overloading;
- 5.8.2 The CUSTOMER, its employees, agents or contractors will enter the premises of AFRIMAT at their own risk and will be subject to the safety and security procedures applicable to AFRIMAT'S premises;
- 5.8.3 Delivery is deemed to have taken place once the goods are loaded onto the CUSTOMER's vehicle, or that of its agent or transporter, and the delivery note is signed by the CUSTOMER, its employee, agent or transporter; and
- 5.8.4 Loading of aggregate (*i.e. coarse particulate material used in construction, including sand, gravel, crushed stone, slag and recycled concrete*) at AFRIMAT's premises may attract a loading fee, not included in the quotation, payable by the CUSTOMER to AFRIMAT, that is equal to the ruling fee at the time of the collection. The dispatching plant or quarry will provide this fee upon request of the CUSTOMER.
- 5.9 The CUSTOMER acknowledges that the time of the delivery is dependent on the availability of goods and accordingly any delivery date stipulated in the quotation or purchase order is an estimate only. Although AFRIMAT shall not be bound by any recorded delivery date, it will make reasonable efforts to deliver the goods by such date. If no delivery date is stipulated, then in such event AFRIMAT will deliver the goods as soon as it can conveniently do so.

## 6 PAYMENT

- 6.1 The CUSTOMER shall settle the full outstanding balance owing to AFRIMAT in respect of the credit facilities granted for the purchase of goods and services from AFRIMAT, within 30 (THIRTY) days of the date on the monthly statement sent to the CUSTOMER, which date shall be deemed to be the last day of every month;
- 6.2 In the event of the CUSTOMER not receiving monthly statements, it is the responsibility of the CUSTOMER to draw this to the attention of AFRIMAT so that statements may be provided to the CUSTOMER in order for the CUSTOMER to make timeous payment of the amount owing to AFRIMAT.
- 6.3 AFRIMAT in its sole and absolute discretion may appropriate any payment made by the CUSTOMER to any indebtedness as may be owed by the CUSTOMER to AFRIMAT.
- 6.4 There will be no valid discharge of the CUSTOMER'S obligation to pay AFRIMAT unless payments have been made to either AFRIMAT, or to AFRIMAT's appointed attorneys or consultants after the account is handed over for collection.
- 6.5 The CUSTOMER agrees that any payments made to AFRIMAT shall firstly be applied towards settlement of attorney-and-own-client costs, then to interest and lastly to capital.
- 6.6 A certificate signed by any director, credit manager or finance manager of AFRIMAT (whose appointment shall not be required

- to be proven), shall constitute *prima facie* proof of the amount, interest and costs due by the CUSTOMER to AFRIMAT.
- 6.7 Unless the CUSTOMER lodges a written objection to any specific entry/ies on the monthly statement provided by AFRIMAT within 14 (FOURTEEN) days of the date of the statement, such statement shall be deemed, in any legal proceedings or otherwise, to be *prima facie* evidence that the goods and services stated therein have been provided by AFRIMAT to the CUSTOMER and that all entries therein are correct.
- 6.8 Upon the timeous lodgment of such objection by the CUSTOMER, the provisions in the clause above shall not apply to the items the objection relates to, but they shall still apply to the remainder of the entries on the statement.
- 6.9 Notwithstanding any notification of claims or objections, the CUSTOMER shall pay to AFRIMAT the full amount stated on the invoice on due date, without any deduction or set-off, and without prejudice to the CUSTOMER's rights contended for in any such claim or objection.
- 6.10 The CUSTOMER agrees that AFRIMAT has the right of set-off and shall be entitled, but not obliged, to use this right whenever monies are reciprocally due and owing by CUSTOMER and AFRIMAT.
- 6.11 The CUSTOMER shall not be entitled to withhold payment of any monies due to AFRIMAT in terms of this contract, nor apply any set-off whatsoever, in the event of a dispute arising between the parties.

## 7 RISK AND OWNERSHIP

- 7.1 Notwithstanding delivery of goods by AFRIMAT to the CUSTOMER, all goods and materials will remain the property of AFRIMAT until paid for in full by the CUSTOMER.
- 7.2 All risk of loss and deterioration of the goods shall pass to the CUSTOMER on delivery thereof;
- 7.3 Notwithstanding clause 7.2 above the risk in and to any goods that are delivered to the CUSTOMER by a third-party transportation carrier or are collected by the CUSTOMER from AFRIMAT'S premises or mine shall pass from AFRIMAT to the CUSTOMER the moment the carrier's truck or delivery vehicle has been loaded.
- 7.4 In the event of the CUSTOMER being sequestered or liquidated or placed in business rescue this clause shall be deemed to be the requisite, timeous written notice by AFRIMAT to the CUSTOMER that it reclaims the goods;
- 7.5 Should the CUSTOMER fail and/or refuse to take delivery of the goods when delivery thereof has been tendered by AFRIMAT, the CUSTOMER shall be liable for the reasonable transportation costs of such undelivered goods and all risk in respect of such goods shall immediately pass to the CUSTOMER;

## 8 WARRANTIES AND INDEMNITIES IN RESPECT OF GOODS SUPPLIED

- 8.1 AFRIMAT warrants that the goods supplied comply with the specifications and details shown on the delivery note, the appropriate *Codes of Practice* agreed upon between the CUSTOMER and AFRIMAT and/or the specifications as prescribed by the CUSTOMER in writing and agreed upon between the CUSTOMER and AFRIMAT.
- 8.2 Liability for breach of the warranty set out in clause 8.1 will only arise where the CUSTOMER has proof, in addition to any other proof required by law, that:
- 8.2.1 The CUSTOMER did inspect and test the goods and did not use the goods; and
- 8.2.2 Inspection, sampling methods and interpretations of test results have been carried out by the CUSTOMER or its appointed expert, in strict compliance with the specifications therefore, these being no more stringent than those prescribed by the South African Bureau of Standards and in the case of road building materials, samples are taken prior to compaction; and
- 8.2.3 The CUSTOMER notified AFRIMAT verbally within 48 (FORTY-EIGHT) hours of its tests revealing an alleged non-conformity with the specifications and such notification was confirmed in writing within a maximum of 7 (SEVEN) days after the test results were received; and
- 8.2.4 AFRIMAT was afforded a reasonable opportunity to inspect the goods or any sample taken from the goods and to submit such goods or sample to an independent accredited laboratory for testing; and
- 8.2.5 All records relating to the handling, sampling, curing and testing of the goods and the interpretation of any tests in respect thereof were made available by the CUSTOMER to AFRIMAT for inspection; and
- 8.2.6 The goods were not stored, misused, neglected, contaminated, improperly handled or altered in any way and no foreign material was added to, or mixed with, the goods by the CUSTOMER.
- 8.3 Neither AFRIMAT nor any of its officers, employees, agents or distributors shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise suffered by the CUSTOMER, its employees, family and invitees, arising from any cause in connection with the delivery of the goods (including but not limited to, any act, omission, neglect or default on the part of AFRIMAT's employees) whether such loss or damage results from breach of contract, delict, negligence or any other cause whatsoever.
- 8.4 Without in any way limiting or derogating from the provisions of clause 8.3 above, AFRIMAT shall further not be liable to the CUSTOMER for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any *vis maior* (i.e. irresistible, overpowering act of God that causes damage or disruption) or *casus fortuitous* (i.e. an accident against which due prudence could not have provided), including but not limited to unforeseeable interruptions in electricity, strikes, acts of war, interruption of transport, flood, storm or fire.
- 8.5 Notwithstanding the provisions of 8.3 above, AFRIMAT's only liability in respect of the supply of defective goods will in any event be strictly limited to:
- 8.5.1 The repair or removal and replacement of the defective goods not yet used by the CUSTOMER, or
- 8.5.2 A full refund or, if not yet paid, a full credit, to the CUSTOMER of the purchase price of the defective product not yet used by the CUSTOMER, the option of which shall be in the sole discretion of AFRIMAT.
- 8.6 AFRIMAT offers no warranty, express or implied, in respect of the goods, including, but not limited to, their colour, consistency or suitability for a particular purpose even if such purpose is communicated to AFRIMAT, save that it will be manufactured in accordance with its specifications.
- 8.7 Exclusion of liability: In addition to the exclusions set out in 8.1 to 8.5 above, all and any liability in respect of the following is expressly excluded:
- 8.7.1 Warranties implied in law in respect of latent defects;
- 8.7.2 Any injury or death arising from the supply of the goods or from any negligent act or omission of AFRIMAT, its employees, agents or contractors.
- 8.8 Prohibition of Reprocessing: Dump rock will be supplied to the CUSTOMER on condition that it may not be reprocessed into other aggregate products by the CUSTOMER or its agent.

8.9 Building sand will be supplied when available and only in accordance with specifications of AFRIMAT.

## **9 BREACH**

9.1 Should any amount payable by the CUSTOMER not be paid on the due date or should the CUSTOMER breach any of these T&Cs, or be sequestrated or liquidated (provisionally or finally) or apply to be placed under business rescue or die then, in such event, AFRIMAT shall, at its election and without prejudice to any other rights which it may have in law, have the right to:

- 9.1.1 Suspend performance of its obligations in terms of the contract until the breach is remedied and/or payment of all amounts payable under the contract are secured to the satisfaction of AFRIMAT;
- 9.1.2 Stop supply to the extent that the CUSTOMER has not performed its obligations under the contract and retain all money previously paid by the CUSTOMER;
- 9.1.3 cancel the contract forthwith, without notice to the CUSTOMER, remove and repossess the goods and recover all damages which AFRIMAT may have suffered consequent upon such cancellation; or
- 9.1.4 abide by the contract and recover from the CUSTOMER payment of the full outstanding balance, which shall immediately become due and payable.

## **10. JURISDICTION OF THE MAGISTRATE'S COURT**

AFRIMAT may at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such a Court. Nothing herein contained shall invalidate AFRIMAT'S rights to proceed in any other Court of competent jurisdiction.

## **11. ATTORNEY AND OWN CLIENT COSTS**

- 11.1 The CUSTOMER shall pay all the legal costs incurred by AFRIMAT on an attorney and own client scale, including collection commission and tracing agents fees, should AFRIMAT take any legal steps, formal or otherwise, against the CUSTOMER for the enforcement of any of its rights.
- 11.2 The CUSTOMER shall also be liable for any costs incurred by AFRIMAT in connection with the tracing of the CUSTOMER and/or the whereabouts of the goods.

## **12. DOMICILIUM CITANDI ET EXECUTANDI**

12.1 The CUSTOMER hereby chooses domicilium citandi et executandi (i.e. the address for the service of all notices and documentation) at the address stated in the Application for Credit Facilities.

## **13. CUSTOMER'S CONSENT FOR AFRIMAT TO ACCESS INFORMATION AND UNDERTAKING TO NOTIFY AFRIMAT OF CHANGES**

- 13.1 The CUSTOMER consents and authorises AFRIMAT, its attorney or nominee to, at any time in evaluating the CUSTOMER'S application for credit, or at any time thereafter:
  - 13.1.1 Carry out a credit enquiry in respect of the credit record of the CUSTOMER; and/or
  - 13.1.2 Access the database of any Credit Risk Information Agency ,before granting credit to the CUSTOMER; and/or
  - 13.1.3 In the event that credit is granted to the CUSTOMER, report information relevant to the CUSTOMER'S credit profile with respect to the CUSTOMER'S account from time to time to any Credit Risk Information Agency ,to which AFRIMAT may subscribe from time to time; and/or
  - 13.1.4 Report any default or failure of the CUSTOMER to meet its financial obligations towards AFRIMAT in terms hereof to any Credit Risk Information Agency; and/or
  - 13.1.5 Refer information relating to the CUSTOMER for banking and credit assessment; and/or
  - 13.1.6 Record the existence of the CUSTOMER'S account with any credit information agency; and/or
  - 13.1.7 obtain financial information it may require from the CUSTOMER'S trade suppliers and to provide trade references on the CUSTOMER'S trade performance to trade suppliers and industry trade bodies who request trade references.
- 13.2 The CUSTOMER undertakes to immediately notify AFRIMAT, in writing, of any change of address, sale of business or change in ownership, membership, directorship or shareholding of the company or business.
- 13.3 The CUSTOMER acknowledges that, notwithstanding any sale of its business interests, it shall remain liable in full for the payment of any amounts owing to AFRIMAT;

## **14. CODE OF CONDUCT**

### **14.1 RELATIONS WITH CUSTOMERS, SUPPLIERS, THIRD PARTIES**

- 14.1.1 We believe that integrity in dealings with our customers, suppliers and third parties is a prerequisite for successful long-term business relationships. This principle governs all aspects of AFRIMAT's approach to its customers and suppliers.
- 14.1.2 In all advertising and other public communications, untruths, concealment and overstatement will be avoided. We will never deliberately give inadequate or misleading descriptions of our products or services.
- 14.1.3 In accepting business, entering contracts, applying for rights/licences or any other matter/arrangement employees and/or intermediaries are expected to observe the highest standards of integrity, to act in the best interests of AFRIMAT and may not have any improper motive. Employees and/or intermediaries shall not use questionable/unethical methods or techniques, bribery or fraud to gain personal benefits, benefits for

family/friends, benefits for the company or benefits for any other third party either directly/indirectly.

- 14.1.4 In dealing with customers, suppliers, intermediaries or third parties, employees and/or intermediaries may not give or receive money or gifts. Entertainment and small gifts may be given or received by employees and/or intermediaries subject thereto that it is declared to the employee's superior.
- 14.1.5 We will maintain the confidentiality of information received from customers and suppliers.

## **15. GENERAL**

- 15.1 Notwithstanding that the T&Cs contained in the CUSTOMER'S purchase order may differ from the T&Cs contained herein, in the quotation and in any agreement concluded between AFRIMAT and the CUSTOMER, the conditions contained herein and in the quotation shall be the terms and conditions of the contract between the parties
- 15.2 If any of the T&Cs herein contained shall be invalid, such T&Cs shall be severable and shall not invalidate the remainder of the contract
- 15.3 This contract shall be interpreted and governed in all respects by the laws of the Republic of South Africa.
- 15.4 No concession, latitude or indulgence allowed by AFRIMAT to the CUSTOMER shall be construed as a waiver or abandonment of any of its rights hereunder or act as an estoppel against AFRIMAT.
- 15.5 The signatory hereto warrants that he/she:
  - 15.5.1 is authorised by the CUSTOMER to act on its behalf and to accept these T&Cs;
  - 15.5.2 understands the meaning and consequences of the T&Cs;
  - 15.5.3 agrees to be bound thereby.
- 15.6 Afrimat Iron Ore Proprietary Limited and the Customer entered into the Exclusive Marketing and Distribution Agreement on or about 24 February 2024 (the "Marketing Agreement"). Notwithstanding anything to the contrary contained herein the terms and conditions as set out herein shall relate to solely to the rendering of logistics services to the Customer and shall not in any way be regarded as relating to or regulating any matter which is the subject matter of the Marketing Agreement and the supply of goods to the Customer which shall be governed solely by the contents of the Marketing Agreement

## **16. PERMISSION TO USE YOUR PERSONAL INFORMATION**

By completing this application form:

- 16.1 The CUSTOMER hereby voluntarily authorises AFRIMAT to process the CUSTOMER's and/or its employees' personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to AFRIMAT).
- 16.2 The CUSTOMER indemnifies AFRIMAT against any action by the employees of the CUSTOMER insofar as processing of their personal and special personal information is concerned.
- 16.3 Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the CUSTOMER and AFRIMAT has been terminated.
- 16.4 By agreeing to the terms of this Agreement the CUSTOMER expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.
- 16.5 AFRIMAT is the responsible party in respect of such personal information, as envisaged in POPI and the regulations thereto and its address and contact details appear at the top of page 1 hereof.
- 16.6 AFRIMAT herewith warrants to take appropriate, reasonable technical and organisation measures to prevent: loss of, damage to or unauthorised destruction of the CUSTOMER's personal information and unlawful access to or producing of the CUSTOMER's personal information.
- 16.7 In the event that AFRIMAT's becomes aware of any unauthorised use of the CUSTOMER's personal information, AFRIMAT will notify the CUSTOMER thereof.

## **17. PROTECTING YOUR SPECIAL PERSONAL INFORMATION**

- 17.1 By agreeing to the terms of this Agreement the CUSTOMER expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by AFRIMAT.

## **18. YOUR RIGHTS IN TERMS OF THIS CONSENT**

- 18.1 It shall remain the CUSTOMER's obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

## **19. TRANS-BORDER FLOW OF INFORMATION**

- 19.1 The CUSTOMER hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the CUSTOMER's behalf.

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### **DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE SALE AGREEMENT**

- Company Registration Documents
- VAT Certificate



- Proof of Address (not older than 3 months)
- Confirmation of Banking Details on a Bank Letterhead
- Certified copies of the ID's of the Directors / Members / Partners / Trustees / Owner
- Audited Annual Financial Statements and/or Management Accounts
- Copy of a Purchase Order

DEED OF SURETYSHIP			
<b>IMPORTANT: A copy hereof must be filled out and signed by each Director, Member, Partner, Trustee or Council Member of the CUSTOMER, and submitted with the signed credit application form of which this forms part</b>			
Full Name/s hereafter "the SURETY"			
ID Number			
Physical Address - Work			
Physical Address - Residence			
Telephone		Cell	
E-mail		Fax	
Name of Applicant (The CUSTOMER applying for Credit)	Hereinafter referred to as "the CUSTOMER"		
Name Of Creditor (The Credit Provider)	<p>Afrigen (Pty) Ltd Reg No. 1967/005526/07 and/or Afrimat Aggregates (KZN) (Pty) Ltd Reg No. 1966/008581/07 and/or Afrimat Aggregates (Operations) (Pty) Ltd Reg No. 1963/007141/07 and/or Afrimat CM Eastern Cape (Pty) Ltd Reg No. 1983/007664/07 and/or Afrimat Construction Materials Holdings (Pty) Ltd Reg No. 1947/027184/07 and/or Afrimat Contracting International (Pty) Ltd Reg No. 2002/025895/07 and/or Afrimat Industries South Africa (Pty) Ltd Reg No. 2005/033309/07 and/or Afrimat Iron Ore (Pty) Ltd Reg No. 2001/010218/07 and/or Afrimat Hemp (Pty) Ltd Reg No. 1998/013868/07 and/or Afrimat Lime Company (Pty) Ltd Reg No. 1998/011330/07 and/or Afrimat Logistics (Pty) Ltd Reg No. 1994/008987/07 Afrimat Lyttelton (Pty) Ltd Reg No. 2007/002405/06 and/or Afrimat Marble Hall (Pty) Ltd Reg No. 1998/005918/07 and/or Afrimat Mining Services (Pty) Ltd Reg No. 1996/017991/07 and/or Afrimat Phosphates (Pty) Ltd Reg No. 1998/018044/07, and/or Afrimat Quarrying South Africa (Pty) Ltd Reg No. 2005/033162/07 and/or and/or Afrimat Readymix (Cape) (Pty) Ltd Reg No. 1983/000088/07 and/or Afrimat Readymix (Inland) (Pty) Ltd Reg No. 2001/027220/07 and/or Afrimat Silica (Pty) Ltd Reg No. 2011/102732/07 and/or AfriGen (Pty) Ltd Reg No. 1967/005526/07 and/or Agri Lime (Pty) Ltd Reg No. 1995/013946/07 and/or Ash Resources (Pty) Ltd Reg No. 1975/000746/07 and/or Cape Lime (Pty) Ltd Reg No. 1999/002171/07 and/or Clinker Supplies (Pty) Ltd Reg No. 1990/007640/07 Eckraal Bricks &amp; Readymix Pty Ltd Reg No. 2019/417635/07 and/or Eckraal Quarry Pty Ltd Reg No. 1995/003090/07 and/or Glen Douglas Dolomite (Pty) Ltd Reg No.1934/005306/07 and/or and/or Nkomati Anthracite (Pty) Ltd Reg No. 1980/008581/07 and/or Olympic Sand (Pty) Ltd Reg No. 2002/019500/07 all being subsidiaries of Afrimat Ltd and all hereinafter, individually and collectively referred to as "AFRIMAT"</p>		

1. I (hereinafter referred to as "I" or "the SURETY") bind myself with my signature below, as surety, guarantor and co-principal debtor, jointly and severally with the CUSTOMER and with any other sureties, to AFRIMAT LTD and/or any of its's subsidiaries reflected in the block above under "NAME OF CREDITOR", (hereinafter referred to as AFRIMAT), its order or assigns for the punctual performance by the CUSTOMER of all obligations, future and past, to AFRIMAT under and arising from any purchase transaction between the CUSTOMER and AFRIMAT.
2. I furnish the guarantee to AFRIMAT as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this Deed of Suretyship).
3. I renounce the legal benefits, *beneficium ordinis seu excussionis et divisionis* (i.e. creditor to take execution steps against the principal debtor first and each SURETY only liable for his pro rata share of the debt) and *de duobus vel pluribus res debendi* (i.e. co-debtors are only liable for their share of the debt), and declare that I am fully acquainted with the force, effect and meaning thereof, and specifically acknowledge and understand that by renouncing the above benefits, in circumstances where the CUSTOMER is in default of its obligations to AFRIMAT,:
  - a. AFRIMAT shall not be required to institute action against the CUSTOMER prior to instituting action against one or all the SURETIES; and
  - b. AFRIMAT is entitled to enforce payment against any or all SURETIES; and
  - c. Each SURETY is liable for the full amount of the CUSTOMER's obligations towards AFRIMAT, the one paying the others to be absolved.

4. I confirm that this Deed of Suretyship shall bind me irrespective of whether the other directors, members, trustees, partners, or committee members, whatever the case may be, of the CUSTOMER, bind themselves as SURETIES. This Deed of Suretyship is therefore valid and not subject to any other person binding him or herself as co-surety with me.
5. I confirm that this Deed of Suretyship shall be effective and I shall be bound from the date of my signature below, and shall remain in force until formally cancelled in writing by AFRIMAT. I further confirm that termination of my involvement with the CUSTOMER, will not terminate my liability as SURETY, and it will remain my responsibility to obtain written cancellation of this Deed of Suretyship from AFRIMAT in such circumstances. I acknowledge that AFRIMAT shall be under no obligation to release me as SURETY.
6. I agree that AFRIMAT, without reference to or approval by me, shall be at liberty to grant any extension of time for payment to the CUSTOMER and/or any SURETY, to release from liability the CUSTOMER and/or any SURETY, to compound the debt with the CUSTOMER and/or any SURETY, all without affecting or diminishing its rights hereunder.
7. I agree that in the event of the liquidation or judicial management or compromise or insolvency or business rescue of the CUSTOMER, AFRIMAT's rights to recover from me to the full extent of this Suretyship shall not in any manner be prejudiced thereby and I shall not lodge any claim in competition with AFRIMAT. For the avoidance of doubt I agree and understand that AFRIMAT shall be entitled to release any other SURETY or the CUSTOMER itself and such release shall not affect my liability under this suretyship.
8. As security for the fulfillment of all obligations hereby undertaken I do hereby pledge, cede, assign, transfer and make over unto and in favour of AFRIMAT all right, title and interest in and to any amounts and claims from whatever source arising and which are now, or may hereafter become, owing to me from any source and from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favour of AFRIMAT shall operate as a cession to AFRIMAT of any right of action which I may now or at any future time have against the prior cessionary.
9. I agree that in the event of any amounts being claimed from me by AFRIMAT in terms hereof, a certificate under the hand of a director or manager of AFRIMAT shall be prima facie evidence as to the amount of my liability hereunder for the purposes of enabling provisional sentence or summary judgment or judgment to be obtained against me in terms hereof.
10. JURISDICTION: I consent in terms of Section 45 of the Magistrates Courts, Act 32 of 1944, to the Jurisdiction of the Magistrates Court in respect of any action to be instituted against me by AFRIMAT.
11. DOMICILIUM: For the purposes of the Deed of Suretyship, including the giving of any notice required or permitted hereunder, or any proceedings which may be instituted by virtue hereof, the SURETY chooses as domicilium citandi et executandi the physical addresses, as well as the e-mail and fax number as indicated above. Any notice sent / delivered / transmitted to either of these addresses, shall be deemed to have been delivered within 3 days after posting or delivery thereof.
12. ATTORNEY AND OWN CUSTOMER COSTS: The SURETY shall pay all the legal costs incurred by AFRIMAT on an attorney and own CUSTOMER scale, including collection commission and tracing agents fees, should AFRIMAT take any legal steps, formal or otherwise, against the SURETY for the enforcement of any of its rights.
13. ENTIRE AGREEMENT: It is agreed that this Deed of Suretyship constitutes the whole agreement between myself, in my capacity as SURETY and AFRIMAT. No warranties, promises, representations, terms or inducements of whatsoever nature have been made, given or agreed to by or on behalf of AFRIMAT or any other party (including the CUSTOMER) to the SURETY, to enter into the Deed of Suretyship, or to bind the SURETY to its terms. No variation, relaxation, waiver of, addition to, deletion from or cancellation, whether consensual or not, of this suretyship or any of the terms hereof (including this clause), shall be of any force or affect unless reduced to writing, signed by the SURETY and confirmed by AFRIMAT in writing.

Dated at ..... on the ..... day of ..... 20...

Signature ..... Print Name .....

IN MY PERSONAL CAPACITY AS SURETY AND CO-PRINCIPAL CUSTOMER

Witnesses:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature