

SALES REP .....

REGISTERED NAME OF BUSINESS ..... "The Purchaser"

TRADING NAME OF BUSINESS.....DATE ESTABLISHED .....

TYPE OF COMPANY: SOLE PROPRIOTER ..... CC ..... PTY LTD ..... PTY ..... PARTNERSHIP .....

COMPANY REGISTRATION NO. ....VAT REGISTRATION NO. ....

NO. OF OWNERS / MEMBERS / DIRECTORS / PARTNERS ..... TELEPHONE NO. ....

POSTAL ADDRESS FOR STATEMENTS ..... POSTAL CODE .....

DELIVERY ADDRESS FOR PURCHASES .....

IS YOUR COMPANY ABLE TO ACCEPT PART DELIVERIES (Pending stock availability) YES ..... NO .....

DOMICILIUM ADDRESS .....  
If different from Delivery Address

BUYER's NAME ..... BUYER TEL NUMBER:.....

BUYERS EMAIL ADDRESS: ..... ACCOUNTS DEPARTMENT CONTACT NAME .....

TEL NUMBER: ..... ACCOUNTS EMAIL:.....

ARE YOUR PREMISES OWNED ..... LEASED? .....

IF LEASED, LANDLORD's NAME & CONTACT NO. ....

NAME & CONTACT NO. OF ACCOUNTING OFFICER OR AUDITOR .....

TOTAL CREDIT REQUIRED R.....

ARE YOUR FINANCIAL STATEMENTS AVAILABLE FOR INSPECTION? YES ..... NO .....

WITH REFERENCE TO THE NATIONAL CREDIT ACT OF 2005, IS COMPANY'S TURNOVER LESS THAN R1m PER ANNUM? YES ..... NO .....

NAME OF BANK ..... ACCOUNT NUMBER ..... TEL NO. ....

In terms of the The Protection of Personal Information Act 4 of 2013 ("POPIA"),

I HEREBY GIVE CONSENT FOR BLUE CHIP LUBRICANTS (PTY) LTD TO KEEP THE DETAILS IN THIS CREDIT APPLICATION ON FILE: YES ..... NO.....

I HEREBY GIVE CONSENT FOR BLUE CHIP LUBRICANTS (PTY) LTD TO PROMOTE SPECIALS, SEND NEWS LETTERS AND OTHER MARKETING MATERIAL TO ME FROM TIME TO TIME: YES ..... NO .....

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

**TRADE REFERENCES:**

COMPANY	TELEPHONE NO. (Not a Cell Phone)	CREDIT LIMIT APPROVED	HOW LONG HAVE YOU HAD THIS ACCOUNT?
1.			
2.			
3.			
4.			

**FULL NAME & DETAILS OF MEMBERS/SHAREHOLDERS/DIRECTORS**

NAME	DESIGNATION	ID NUMBER	EMAIL ADDRESS	TELEPHONE NO

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

**DEED OF SURETYSHIP, CO-PRINCIPAL DEBTORSHIP AND GUARANTEE**

**DEFINITIONS** (refer to clauses 17 and 18):

1. **'Excussion':** Shall mean that the Creditor may proceed directly against the Surety, does not have to proceed against the principal debtor first i.e. Company/Close Corporation.
2. **'Division':** Shall mean that the Debt does not have to be divided between principal debtor and surety/ies.
3. **'Non numeratae pecuniae':** Shall mean that no valuable consideration has been received.
4. **'Non causa debiti':** Shall mean that there is no cause for the debt.
5. **'Error calculi':** Shall mean that the Surety renounce his/her obligation to be sued jointly with other principal debtors
6. **'In solidum':** Shall mean Together and Jointly

I/We, the undersigned (Co-Principal Debtor/s)

FULL NAMES IN BLOCK LETTERS	FULL RESIDENTIAL ADDRESS	SIGNATURE
Name:  ID Number:		
Name:  ID Number:		
Name:  ID Number:		
Name:  ID Number:		

Do hereby bind myself/ourselves jointly and severally to:

**BLUE CHIP LUBRICANTS (PTY) REGISTRATION NO: 1983/001294107**

("the CREDITOR") – and its successors – in – title as surety for and co-principal debtor with –

Full Company Registration Name: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

(the DEBTOR") – for the due and punctual payment and performance by the debtor of all debts and obligations of whatsoever nature and howsoever arising which the DEBTOR may now or in the future owe to the CREDITOR – (all of which debts and obligations are hereinafter referred to as "the obligations").

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

I/We further jointly and severally guarantee the performance by the DEBTOR of all its obligations to the CREDITOR.

1. As part of my/our liability in terms hereof I/we bind myself/ourselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature, including, but without derogating from the generality of the foregoing, Attorney and own client cost, collection commission and tracing fees incurred by the creditor in securing or endeavouring to secure fulfilment of the obligations.
2. The rights of the CREDITOR under this SURETYSHIP shall not be affected or diminished:
  - 2.1 if the CREDITOR at any time obtains additional suretyships, guarantees, co-principle debtorships securities or indemnities in connection with the obligations,
  - 2.2 if any of the other persons named herein fail and/or refuse and/or neglect to sign this document; and/or
  - 2.3 by virtue of the fact that the CREDITOR acquired its claim against the DEBTOR as a consequence of a cession from any of its holding, subsidiary or associated companies; and/or
  - 2.4 by virtue of the fact that this document is not witnessed.
3. This SURETYSHIP shall be continuing suretyship, co-principal debtorship and guarantee, and shall remain in full force and effect notwithstanding any fluctuation in or extinction for any period whatsoever of the obligation.
4. I/We shall be bound by all admissions or acknowledgements of indebtedness made or given by the DEBTOR to the CREDITOR from time to time. No alteration or variation of any present or future agreement between the DEBTOR and the CREDITOR shall in any way release me/us from my/our liability hereunder.
5. The CREDITOR shall be entitled without reference or notification to me/us without affecting its rights hereunder to release other sureties and securities, co-principle debtors and guarantees and securities, to grant the DEBTOR for the discharge of the DEBTOR'S indebtedness.
6. If the DEBTOR shall be placed in liquidation or provisional liquidation or under judicial management or under sequestration or provisional sequestration, or shall submit an offer of compromise or of composition or scheme of arrangement in terms of any company or insolvency law, the CREDITOR shall be entitled to accept any dividend on account and in reduction of the DEBTOR'S indebtedness without prejudicing its rights against me/us which rights shall further not be prejudiced by its acceptance of any other securities, guarantees, co-principle debtorships or suretyships arising out of any such event, and I/we further bind myself/ourselves in any such event not to file any claims against the DEBTOR, save with the prior written consent of the CREDITOR.
7. For as long as the CREDITOR may think fit, and at the option and in the sole and absolute discretion of the CREDITOR, any monies paid by me/us to the CREDITOR hereunder may be treated as cash security to be held by the CREDITOR in a securities realisation account in the CREDITORS books of account until the obligations shall have been fully discharged, or may be applied to such debt or debts of the DEBTOR as the CREDITOR MAY THINK FIT.
8. Should the DEBTOR fail to discharge any of the obligations on due date, the CREDITOR shall be entitled, notwithstanding any contrary arrangement with the DEBTOR, to demand from me/us immediate performance of all the obligations then owing by the DEBTOR to the CREDITOR, whether the due date for the performance of the obligations shall have arrived or not.
9. In respect of all contracts entered into by the DEBTOR with the CREDITOR, I/we warrant that each such contract was or will be at the tie execution or formation within the scope, authority and powers and objects of the DEBTOR, and that all resolutions of and signatures by director/s or member/s or trustee/s of the DEBTORS were, or in the case of further contracts, will be properly and with due authority passed executed and made. If there shall, in respect of any such contract, be any breach of the terms of this warranty, then I/we hereby assume the liability to the CREDITOR which any such contract purported to impose upon the DEBTOR.
10. As collateral security for the discharge of the obligations assumed by me/us in terms hereof I/we hereby cede, assign transfer and make over unto and in favour of the CREDITOR all my/our rights, titles and interest in and to any amounts which now are or may hereafter become owing to me/us by the DEBTOR from any cause of indebtedness whatsoever, including but without derogating from generality of the foregoing, any revisionary right or interest which I/we might acquire after termination of any prior cession, assignment or transfer.
11. For the purpose of any action against me/us for provisional sentence, default or summary judgement, a certificate under the signature of any manager of the CREDITOR as to the amount owing by the DEBTOR to the CREDITOR and of the fact that due of the discharge of the obligations and/or my/our obligations hereunder has arrived shall be *prima facie* proof of the indebtedness of the DEBTOR to the CREDITOR. The designation and authority of the manager need not be proved by the CREDITOR.

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

Copyright and Confidential Information

Revision No: 2 Date: 01/06/2021

Approved By: G.V Marais (Managing Director)

Doc Ref: MP/AP/05

Authorised Signature:

12. In terms of Section 45 of the Magistrate's Court Act of 1944 as amended, I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action being instituted against me/us by the CREDITOR in terms hereof. It shall nevertheless be entirely within the discretion of the CREDITOR as to whether to proceed against me/us in such Magistrate's
13. Court or any other Court having jurisdiction.
14. For the purpose of this SURETYSHIP and any proceedings which may be instituted by virtue hereof, I/we hereby choose *domicilium citandi et executandi* at the physical address given on page one and three of the Application for Credit to which this SURETYSHIP forms part, where all notices and processes may be effectively served and delivered upon me/us.
15. Every notice to be given in terms of or incidental to this SURETYSHIP shall be in writing and shall be either left at the *domicilium citandi et executandi* selected by me/us in which case it shall be deemed to have been received when so left posted by prepaid certified mail to me at the *domicilium citandi et executandi* selected by me in which case it shall be deemed to have been received on the third business day of posting.
16. Notice of change of address stated above shall be given by me to the CREDITOR either by personal delivery to the CREDITOR or sent by prepaid registered mail provided that I shall not without the written consent of the CREDITOR be entitled to select an address elsewhere that in the town referred to the above.
17. I/we hereby expressly renounce the benefits of the legal exceptions of the "order", "excussion", "division", "division", "cession of action", "non numeratae pecuniae", "non-causa debiti", "errore calculi", "revision of accounts" and all or any exceptions which could or might be pleaded to any claim by the CREDITOR against me/us with the meaning, force and effect of all of which exceptions I/we declare myself/ourselves to be fully acquainted.
18. I/we hereby confirm and declare that this Deed of Suretyship, Co-principle Debtorship and Guarantee was properly completed at the time of -my/our signature of hereof. This Deed of Suretyship, Co-principle, Debtorship and Guarantee is enforceable by the CREDITOR against the person signing the same whether or not the other party/ies named herein sign the same.
19. Any reference in this document, to either the masculine or feminine or neuter gender shall in the appropriate context be deemed to include or mean reference to any of the other genders, and references to either the singular or plural, shall in the appropriate context be deemed to include or refer to the other number. Where two or more person execute this suretyship:
  - 19.1 they renounce, by their signature, the benefit of the exceptions of division and *de duobus vel pluribus reis debendi* and are liable *in solidum* hereunder severally as well as jointly;
  - 19.2 all provisions of this deed shall apply to each of them severally as well as to each other them jointly;
  - 19.3 in the event of this suretyship for any reason being inoperative or unenforceable against one or more of them, it shall nevertheless remain binding on and enforceable against the other or others of them;
  - 19.4 in the event of one or more of them failing to sign this suretyship, it shall nevertheless remain operative and enforceable against such of them as did sign it.
20. The Surety acknowledges that the whole document has been explained to them and that they are aware of and understand the contents thereof,
21. Each surety hereby certifies by his/her signature appended below, that when the foregoing Suretyship in favour of the Creditor was signed by him/her, there were no blank spaces therein which still required to be completed and no deletions which are still required to be made, that the names of the debtor/s have been duly inserted on page one of the Deed of Suretyship was in all respects complete and not subject to any conditions precedent to its coming into force.

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

Witness Signed at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_

1. Signature:

2. Signature:

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

**APPLICANT'S WARRANTY & SIGNATURE**

I, THE UNDERSIGNED ..... IN MY CAPACITY AS .....  
(DIRECTOR/SHAREHOLDER/OWNER), OF THE COMPANY

- 1. HEREBY WARRANT THAT I AM DULY AUTHORISED BY THE PURCHASER TO MAKE THIS APPLICATION ON ITS BEHALF, AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT;
- 2. DO HEREBY ON BEHALF OF THE PURCHASER ACCEPT AND AGREE TO THE TERMS AND **CONDITIONS OF THE CONTRACT** SET OUT ON PAGES 7 to 10, WHICH TERMS AND CONDITIONS I ACKNOWLEDGE HAVING READ AND UNDERSTOOD.

SIGNED AT ..... ON THE ..... DAY OF ..... 2.....

SIGNATURE .....  
(FOR AND ON BEHALF OF THE DIRECTOR/SHAREHOLDER/OWNER)

**COMPANY STAMP**

**PLEASE ATTACH CERTIFIED COPIES OF THE FOLLOWING DOCUMENTATION TO THIS CREDIT APPLICATION FORM: (please note if these documents are not provided, the Credit Application will not be processed)**

- 1. Company Registration Documents/CM29/CK Docs**
- 2. ID Documents of all Shareholders/Directors/Owners/Partners/Members**
- 3. Tax Clearance Certificate**
- 4. Proof of Bank Details**

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

**TERMS & CONDITIONS OF SALE**

**1. DEFINITIONS**

- 1.1 "the Seller" shall mean Blue Chip Lubricants (Pty) Ltd.
- 1.2 "the contract" shall mean any contract or agreement arising out of the acceptance of any offer whether that contract arises out of:
  - an offer made by the Seller and accepted by the Purchaser;
  - an offer made by the Purchaser and accepted by the Seller.
- 1.3 "products" shall mean the products sold to the Purchaser, including the manufacture of products to be supplied.
- 1.4 "the Purchaser" shall mean the person or entity applying for an account or who has placed an order with the Seller, or any person with whom the Seller contracts as a result of any offer to purchase products from the Seller, and includes the Purchaser's representatives, successors and permitted assignees.

**2. GENERAL**

- 2.1 These Terms & Conditions shall apply to any contract in terms of which the Seller agrees to sell any products, irrespective of the circumstances under which the contract arose, and to the exclusion of any terms and conditions which the Purchaser may seek to make applicable.
- 2.2 Should the Purchaser in any way purport to alter or attach any conditions which vary, amend or are in conflict with the Terms & Conditions set forth herein, then the Terms & Conditions set forth herein shall prevail and shall be of full force and effect unless and until recorded in writing, with specific reference to the contrary documentation, and signed by the Seller and the Purchaser.

**3. ACCEPTANCE OF CONTRACT**

A contract shall come into existence when the Seller accepts any order for products placed by the Purchaser, or when a Purchaser accepts any offer to sell products made by the Seller, by conveying such acceptance, whether oral or written to the Seller.

**4. PRICE**

- 4.1 The purchase price payable by the Purchaser for the products shall be the Seller's list price at the date of the contract, unless otherwise agreed in writing.
- 4.2 The Seller reserves the right to increase the list price if, prior to delivery and/or dispatch of the products, the cost of the Seller's cost of raw material or components is increased.
- 4.3 The purchase price quoted does not include Value Added Tax, which shall be paid by the Purchaser in addition to the purchase price.
- 4.4 The purchase price quoted does not include the price of pallets which may be required to deliver the products.
- 4.5 The purchase price includes transport in and around the Gauteng area ONLY, and on condition the order exceeds R1000, 00. The cost of delivery of the products to any other area is for the account of the Purchaser.
- 4.6 The Seller shall not be bound by any errors and/or omissions made in relation to the sale of goods, whether they be in respect of arithmetical errors, incorrect ruling prices or otherwise.

**5. DELIVERY & OFF-LOADING**

- 5.1 Time is not of the essence of the contract and any date stipulated by the Seller for delivery is intended as an estimate only.
- 5.2 The Seller shall not be liable in any way whatsoever for any loss or damage (including consequential loss) which may result from non-delivery on the time or date stipulated, nor shall any such delay confer upon the Purchaser any right to rescind the contract.
- 5.3 If any of the Seller's obligations in terms of this contract shall be prevented, hindered or interfered with by reason of any industrial action or by reason of any cause whatsoever beyond the Seller's reasonable control, the Seller shall have the right to suspend or cancel the contract without prejudice to the Seller's right to recover all monies owing to the Seller as at the date of suspension or cancellation.
- 5.4 Unless otherwise agreed in writing by the Seller, delivery shall be effected by the Seller or by an independent haulier appointed by the Seller.
- 5.5 All products delivered by the Seller or its appointed haulier shall be off-loaded by the Purchaser's employees.
- 5.6 Where the Seller's employees or the employees of its appointed haulier assist in the off-loading of any products, they shall be deemed to be acting on the instructions and with the authorisation of the Purchaser, and shall not be held responsible for any loss or damage.
- 5.7 The Seller shall not be liable for any loss or damage, direct or indirect, consequential or otherwise, sustained by the Purchaser during the off-loading of any products.

**6. RISK**

- 6.1 Should the Seller or its appointer haulier deliver the products, risk in and to the products shall pass to the purchaser on delivery of the products to the Purchaser. However, ownership and dominium in such goods remains vested in the Seller until the entire purchase price in respect thereof and any overdue interest and/or associated costs and/or charges payable thereof have been paid for by the Purchaser to the Seller in full.
- 6.2 Should the Purchaser or its appointed haulier collect the products from the Seller, risk in and to the products shall pass to the Purchaser on collection of the Products from the Seller's premises.
- 6.3 If a haulier is appointed by the Purchaser, the haulier shall be deemed to be the agent of the Purchaser.

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

**7. DAMAGED PRODUCTS**

- 7.1 The Purchaser shall inspect all deliveries for damages to containers prior to offloading and should not accept delivery of any damaged or leaking containers.
- 7.2 The Seller shall not be liable for products lost as a result of containers being damaged during off-loading or after delivery.

**8. ERRORS, SHORTAGES & RETURNS**

- 8.1 All products are guaranteed full mass as stated on containers on delivery and the Seller shall not be responsible for any loss of mass or volume of products by drying or evaporation thereafter.
- 8.2 The Purchaser shall immediately upon receipt of any products from the Seller, inform the Seller of any errors and/or shortages by way of written notice to be received by the Seller within 5 (five) days of receipt of the product. Should the Purchaser fail to inform the Seller of any such errors or shortages as aforesaid, then the Purchaser shall have no claim whatsoever against the Seller in regard thereto.
- 8.3 Any products delivered by the Seller to the Purchaser in error shall be considered for credit by the Seller provided that such products:
  - 8.3.1. are returned undamaged by the Purchaser within 7 (seven) days of its receipt thereof, and
  - 8.3.2 are in their original packing and have not been unpacked or used in part, and
  - 8.3.3 are not defaced by price labels or other markings.
- 8.4 Any products collected by the Purchaser in error shall be considered for credit by the Seller provided that the pre-requisites contained in 9.3.1, 9.3.2 and 9.3.3 are complied with.
- 8.5 Should the Purchaser wish to return any product which are not defective and have not been delivered or collected in error, the Purchaser shall be obliged first to obtain the written consent of the Seller. Should the Seller accept the return of such products, the Seller shall be entitled to charge a handling fee of 10% of the value of the purchase in respect thereof.
- 8.5 The relevant invoice or delivery note number must be quoted in respect of any products returned by the Purchaser to the Seller for credit.

**9. RETURNABLE CONTAINERS, FLOWBINS & PALLETS**

- 9.1 All returnable containers, flowbins & pallets supplied by the Seller shall be charged for at the Seller’s ruling or usual price at the date of the contract, and the cost thereof shall be listed separately in the relevant invoice.
- 9.2 The Seller undertakes to refund the price charged, subject to a discretionary handling fee, to the Purchaser for such returnable containers and pallets, provided that:
  - 9.2.1 the returnable containers have not been used by the Purchaser for any purpose,
  - 9.2.2 the returnable containers are delivered at the Purchaser’s cost, in good usable condition, without undue delay and in any event by not later than 2 (two) months after the delivery thereof, to the factory or store from which they were despatched to the Purchaser, or
  - 9.2.3 if the Seller has undertaken to collect such returnable containers, such containers shall be loaded by the Purchaser on the Seller’s vehicle at the sole risk of the Purchaser who shall be responsible for damage of whatsoever nature caused as a result of, or during such loading operations. If the Purchaser requires assistance with the loading of the returnable container from the Seller’s employees, then such loading shall be at the sole risk of the Purchaser who shall be responsible for all damage of whatsoever nature caused as a result of or during such loading.
- 9.3 Although the Seller will endeavour to arrange for the collection of returnable containers, the onus is on the Purchaser to return such containers, at its cost.

**10. DISCLAIMER**

All products are sold voetstoots and without any warranties whatsoever and the Seller shall not be liable for any loss of profit or any loss or damage, direct or indirect, consequential or otherwise, sustained by the Purchaser, arising out of any defect whatsoever, latent or patent.

**11. STANDARD SPECIFICATIONS & WARRANTIES**

- 12.1 Unless specifically stated otherwise, all products supplied will be to the Seller’s standard specification.
- 12.2 Any recommendation, statement or suggestions relating to the use of any products supplied by the Seller to the purchaser is given in good faith, and warranty is given by the Seller that the products will be suitable for the purpose for which they are intended, and any implied warranty or condition (statutory or otherwise) is excluded.

**12. ACCOUNTS**

- 12.1 **Credit Facilities may be withdrawn by the Seller at any time without prior notice, and the Seller reserves the right to review the extent, nature and duration of such facilities at any time.**
- 12.2 The indication on the face hereof of the amount of credit required is merely a guide and shall not bind the Seller should more or less credit be afforded at any time.

(BCL) Initial.....Date:..... (Customer) Initial.....Date:.....



**13. ACCOUNT PAYMENTS**

13.1 Payment of accounts shall be within 30 (thirty) days from date of the Purchaser's statement ("the due date").

**13.2 No settlement discount will be allowed unless confirmed in writing.**

13.3 Should the purchaser fail to make any payment which is due and owing within the aforesaid 30 (thirty) day period, then the company has in its sole discretion, the right to call in all the amounts outstanding by the Purchaser to the Seller from whatsoever cause, whether or not the date of payment has arrived, and these will immediately become due and payable by the Purchaser.

13.4 Any amount not paid on the due date shall be liable for interest at the maximum rate in terms of Standard Bank's prime lending rate. Interest will be calculated and charged monthly and added to the principal debt.

13.5 The Seller shall have the right to suspend deliveries if any amount due by the Purchaser is unpaid.

**14. RETENTION OF OWNERSHIP**

14.1 Ownership of the products sold in terms of the contract shall remain with the Seller and shall not pass to the Purchaser until the purchase price is paid in full.

14.2 Where the products are to be stored at leased premises, the Purchaser hereby undertakes promptly to inform the Lessor thereof that the Seller has retained the right of ownership over all products which are the subject matter of this contract.

14.3 The Purchaser shall at all times advise the Seller in writing of the premises where the goods are ordinary kept if same is different to the Purchaser's principal address reflected on the first page of this agreement.

**15. DEFAULT**

15.1 Should the Purchaser:

15.1.2 fail to make payment upon due date of any amount due and owing, or

15.1.3 commit any other breach of the terms of any contract and remain in default of such breach after receipt of 14 (fourteen) days written notice from the Seller to the Purchaser calling upon the Purchaser to remedy such breach, or

15.1.4 being any individual, die or his estate be provisionally sequestrated or surrendered, or

15.1.5 being a partnership, the partnership be terminated, or

15.1.5 being a company, the company be placed under provisional and final order of liquidation or judicial management, or,

15.1.7 compromising or attempting to compromise generally with the Purchaser's creditors, or

15.1.8 have any judgement granted against him/it,

**THEN**

15.2 the Seller shall be entitled at its option and without prejudice to any other right which it may have, including the right to claim damages arising out of the breach or the termination of the contract:

15.2.1 to declare all amounts owing by the Purchaser to be immediately due and payable,

15.2.2 to suspend the carrying out of its then uncompleted obligations until payment is made,

15.2.3 to terminate any credit facilities granted to the Purchaser,

15.2.4 to retake possession of all products and returnable containers in the possession of the Purchaser,

15.2.5 the Seller's rights in terms clause of 14.1 shall not be exhaustive and shall be in addition to any other rights it may have whether under any contract, or at common law or otherwise.

15.2.6 No relaxation which the Seller may have permitted on any occasion in regard to the carrying out of the Purchaser's obligations shall prejudice or be regarded as a waiver of the Seller's rights to enforce those obligations on any subsequent occasion.

**16. NOTICES**

16.1 Any written notice in respect of this contract shall be delivered by prepaid registered post or by hand.

16.2 Notices delivered shall be deemed to have been received:

- on the fifth business day after posting, if delivered by prepaid registered post,

- on the day of delivery if delivered by hand on a business day.

**17. WAIVER**

17.1 No waiver of any of the terms and conditions of the contract shall be binding or effectual for any purpose unless expressed in writing and signed by both parties, and any such waiver shall be effective only in the specific instance and for the purpose given.

17.2 No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

**18. ASSIGNMENT**

The Purchaser shall not be entitled to cede or assign any of its rights or obligations in terms of the contract of sale without the prior consent of the Seller.

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....

**19. DOMICILIUM**

The Purchaser chooses *domicilium citandi et executandi* at the last address given by the Purchaser to the Seller for the delivery of any products, or at such address as it may advise the Seller from time to time.

**20. JURISDICTION & COST**

20.1 In terms of Section 45 of the Magistrates Court Act No.32 of 1944 (as amended). The Purchaser hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Purchaser by the Seller, in terms of the contract.

20.2 It shall nevertheless be entirely within the discretion of the Seller as to whether to proceed against the Purchaser in such Magistrate Court or any other court having jurisdiction.

20.3 The Seller shall be entitled to recover all charges of whatsoever nature which may be incurred by the Seller in enforcing any of the provisions of this contract, including, without limitation, by virtue of the foregoing, all legal costs including costs as between attorney and client, collection, commission and tracing agent's fees.

**21. APPLICABLE LAW**

Any contract will be governed and interpreted in accordance with the National Credit Act of 2005 and the laws of the Republic of South Africa.

**22. DISCLOSURE OF COMPANY AND PERSONAL INFORMATION**

22.1 The Purchaser confirms that the information given by it in this credit application is accurate and complete.

22.2 The Purchaser further agrees to update the information supplied, as and when necessary in order to ensure the accuracy of the above information, failing which, the Seller shall not be liable for any inaccuracies.

22.3 The Purchaser hereby gives the Seller permission to obtain any information, financial or trade, or relating to creditworthiness, from the Purchaser's auditors, bankers or trade references and to obtain and furnish such information to or from any credit bureaux or any like institution.

22.4 To the extent to that the National Credit Act of 1995 applies to this agreement, the Seller shall give the Purchaser 20 (twenty) business days' notice before any adverse information concerning the Purchaser is reported to a credit bureaux, and shall provide a copy of that information to the customer on request.

***Please note that this Credit Application now supersedes all previous Credit Application agreements between yourselves and Blue Chip Lubricants (Pty) Ltd.***

(BCL) Initial.....Date:.....

(Customer) Initial.....Date:.....