

Dear Customer

We thank you for your interest in becoming a B & E INTERNATIONAL customer. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

- 1. Please complete the form in full as all the information requested is critical to processing your application promptly.**
- 2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.**
- 3. The form should only be signed by an authorised representative of your company.**
- 4. Directors Id's to be submitted with credit application.**
- 5. Company registration documents to be submitted with credit application.**
- 6. Latest annual financial statements to be submitted with credit application.**

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

Tel: 011 966 4324

Fax:

E-mail: lizelle@beinternational.co.za

We further require that the original application form be forwarded to the following postal address:

P.O. Box 26730

East Rand

1462

South Africa

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable



CREDIT APPLICATION

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE
AND SURETYSHIP ACCEPTANCE.

SECTION A – Questionnaire

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with
B & E INTERNATIONAL (PTY) LIMITED, registration number 1982/001924/07
(hereinafter referred to as "B & E INTERNATIONAL"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

| | | | | | |
|---|--------------------------------------|--|---|---|--------------------------------|
| <input type="checkbox"/> Sole Ownership | <input type="checkbox"/> Partnership | <input type="checkbox"/> Close Corporation | <input type="checkbox"/> Private Co (Pty) Ltd | <input type="checkbox"/> Public Co. (Ltd) | <input type="checkbox"/> Trust |
|---|--------------------------------------|--|---|---|--------------------------------|

2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

3.1 Postal Address _____

_____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____

3.4 Telephone Numbers Area Code (_____) _____

3.5 Telefax Number Area Code (_____) _____

3.6 Cellular Number _____

3.7 e-Mail address _____

3.8 Name, Address, and Contact number of Landlord _____

3.9 Person responsible for account payment _____

3.10 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

Please initial here _____

- 5.1 Bankers _____
- 5.2 Branch _____
- 5.3 Account Number _____
- 5.4 Branch Code _____
- 5.5 Type of account _____
- 5.6 Date account opened _____
- 5.7 Holding Company name _____
- 5.8 Percentage share holding _____
- 5.9 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.10 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

| Full Name | ID Number (SA Citizens only) | Home Address | Home Phone |
|-----------|--|--------------|------------|
| | | | |
| | | | |
| | | | |
| Full Name | Passport Number & Date of Birth (Foreign Nationals Only) | Home Address | Home Phone |
| | | | |
| | | | |
| | | | |

7. Trade References

| Company (Supplier) Name | Telephone Number |
|-------------------------|------------------|
| | Area Code () |
| | Area Code () |
| | Area Code () |
| | Area Code () |

8. The following credit limit request is for assessment purposes only and does not form part of this contract:

- 8.1 Amount of credit required R _____
- 8.2 Estimated monthly purchases R _____

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

- 9.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

| | |
|-----|----|
| YES | NO |
|-----|----|
- 9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

| | |
|-----|----|
| YES | NO |
|-----|----|

10. In terms of the Companies Act 71, of 2008 please state:

- 10.1 Is THE APPLICANT currently under Business Rescue?

| | |
|-----|----|
| YES | NO |
|-----|----|
- 10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

| | |
|-----|----|
| YES | NO |
|-----|----|

Please initial here _____

| |
|---|
| SECTION B – Terms and Conditions of Sale |
|---|

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with B & E INTERNATIONAL and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

- 1.1** THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by B & E INTERNATIONAL. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to B & E INTERNATIONAL free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by B & E INTERNATIONAL is entirely at the discretion of B & E INTERNATIONAL, and may be withdrawn at any time.
- 1.2** THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from B & E INTERNATIONAL, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
- 1.2.1** Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
- 1.2.2** Both THE APPLICANT and B & E INTERNATIONAL shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
- 1.2.3** The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

2. Change of address

THE APPLICANT undertakes to notify B & E INTERNATIONAL in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify B & E INTERNATIONAL, in writing, within twenty days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to B & E INTERNATIONAL.

4. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. Consent to sharing information and retention periods

- 5.1** For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that B & E INTERNATIONAL has consent to:-
- 5.1.1** Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
- 5.1.2** B & E INTERNATIONAL may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
- 5.1.3** If THE APPLICANT fails to meet his/her/its commitments to B & E INTERNATIONAL, B & E INTERNATIONAL may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.2** Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

6. Pricing increments

Prices quoted by B & E INTERNATIONAL are determined from time to time and are subject to increases, at the discretion of B & E INTERNATIONAL. B & E INTERNATIONAL shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

7. Valid orders

In the event of any order being given to B & E INTERNATIONAL on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

8. Delivery

- 8.1** THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on B & E INTERNATIONAL'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2** Any delivery date stated on any order confirmation is approximate only. B & E INTERNATIONAL shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 8.3** Whilst B & E INTERNATIONAL will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
- 8.4** The risk in and to the goods shall pass from B & E INTERNATIONAL to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of B & E INTERNATIONAL'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by B & E INTERNATIONAL. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9. Copyright

THE APPLICANT acknowledges B & E INTERNATIONAL'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

Please initial here _____

10. Payment to B & E INTERNATIONAL

B & E INTERNATIONAL does not appoint the Post Office as its agents for payments by post. All payments shall be made to B & E INTERNATIONAL'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to B & E INTERNATIONAL for payment. Should B & E INTERNATIONAL at any time advise THE APPLICANT of any change to B & E INTERNATIONAL'S banking account details THE APPLICANT shall confirm such change with a Manager of B & E INTERNATIONAL before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging B & E INTERNATIONAL to afford THE APPLICANT any such indulgence to effect payment after due date.

11. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in B & E INTERNATIONAL. B & E INTERNATIONAL shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by B & E INTERNATIONAL. THE APPLICANT hereby waives any right it may have for a spoliation order against B & E INTERNATIONAL in the event that B & E INTERNATIONAL takes possession of any goods.

12. Responsibility for losses, damages or delays

B & E INTERNATIONAL will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of B & E INTERNATIONAL.

13. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

14. Interest on overdue accounts

B & E INTERNATIONAL shall be entitled to charge THE APPLICANT interest at the rate of **2.4%** (two point four percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as B & E INTERNATIONAL affording THE APPLICANT any indulgence to make payment after due date.

15. Proof of Claims

A certificate signed by a manager or any director of B & E INTERNATIONAL - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to B & E INTERNATIONAL, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with B & E INTERNATIONAL, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

16. Arbitration

- 16.1** Any dispute or deadlock between the parties pursuant to this agreement must be referred to arbitration in terms of the rules and regulations of the Arbitration Foundation of South Africa (hereinafter referred to as AFSA).
- 16.2** This clause shall not prevent a party from obtaining relief on an urgent basis from a competent Court, pending the decision of the arbitrator.
- 16.3** The arbitrator shall, if the matter in dispute is principally –
- 16.3.1** A legal matter, be a practicing Counsel or a practicing attorney of not less than 10 (ten) years standing;
- 16.3.2** An accounting matter, be a practicing chartered accountant of not less than 10 (ten) years standing;
- 16.3.3** Any other matter, be an independent person qualified to adjudicate upon such matter;
- and shall be agreed to between the parties in dispute.
- 16.4** Should the parties to a dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after arbitration has been demanded, the matter shall be considered to be a legal dispute.
- 16.5.** Should the parties fail to agree upon an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be appointed at the request of either parties to the dispute by AFSA.
- 16.6.** The parties irrevocably agree and undertake with each other that any award that may be made by the arbitrator:
- 16.6.1.** Shall be final and binding upon them;
- 16.6.2.** Will be carried into effect;
- 16.6.3.** May be made an order of Court.
- 16.7** The provisions of this clause constitute the irrevocable consent of the Parties to the arbitration proceedings in terms hereof and none of the parties shall be entitled to withdraw therefrom or to claim at any such arbitration proceedings that it is not bound by the provisions of this clause.

17. Recovery of legal /collection costs

Should B & E INTERNATIONAL instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of B & E INTERNATIONAL'S rights, B & E INTERNATIONAL shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

18. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of B & E INTERNATIONAL shall not in any way operate as or be deemed to be a waiver by B & E INTERNATIONAL of any rights under this contract, or be construed as a novation thereof.

19. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

20. Personal Information

- 20.1** For purpose hereof, personal information shall have the meaning ascribed to it in Chapter 1 the Protection of Personal Information Act, No 4 of 2013 (hereinafter referred to as POPI) as amended from time to time, including any regulations and/or code of conduct made under the Act.
- 20.2** All parties agree that they will comply with POPI as amended from time to time, including any regulations and/or code of conduct made under the Act and process all the information and/or personal data in respect of the services being rendered/ goods being delivered in accordance with the said Act.

Please initial here _____

- 20.3 B&E International its employees and the Applicant and its employees and any subsequent party/parties to this agreement acknowledge and confirm that:
 - 20.3.1 One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information; and
 - 20.3.2 Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement; and
 - 20.3.3 Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement; and
 - 20.3.4 Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.
- 20.4 By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by B&E International and such use may include placing such information in the public domain. Further it is specifically agreed that the B&E International will use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.
- 20.5 It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement. It is confirmed that by submitting information to the B&E International, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

21. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of B & E INTERNATIONAL for the due performance of any obligation of THE APPLICANT and for the payment to B & E INTERNATIONAL by THE APPLICANT of any amounts which may now or at any time be or become owing to B & E INTERNATIONAL by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by B & E INTERNATIONAL and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to B & E INTERNATIONAL have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies B & E INTERNATIONAL enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require B & E INTERNATIONAL to first proceed against THE APPLICANT for payment of any debt owing to B & E INTERNATIONAL before proceeding against the surety;
- Cession of Action – the right to require B & E INTERNATIONAL to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

Please initial here _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ 20____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

Please initial here _____