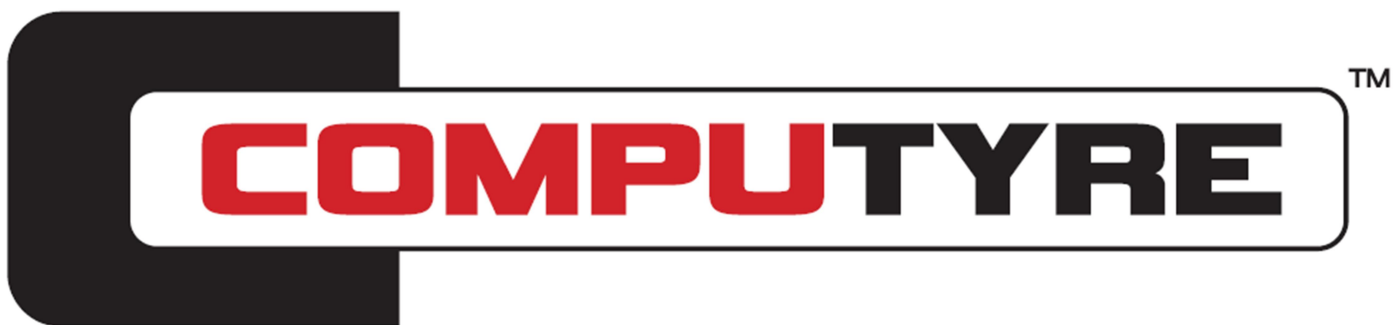




Dear Customer

We thank you for your interest in becoming a COMPU TYRE CC 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.

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:

E-mail: creditors@computyre.com

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

POSTNET SUITE 115
PRIVATE BAG X10
ELARDUSPARK
0047

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

Yours faithfully

Accounts Receivable



**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 **COMPU TYRE CC** registration number **2010/157718/23** (hereinafter referred to as "**COMPU TYRE**"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

☐ Sole Ownership	☐ Partnership	☐ Close Corporation	☐ Private Co (Pty) Ltd	☐ Public Co. (Ltd)	☐ 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
---	---	---	---	---	---	---	---

5.1 Bankers _____

(First National Bank and ABSA Bank applicants are required to attach a Bank Code letter to this application)

5.2 Branch _____

5.3 Account Number _____

5.4 Account Holder Name _____

5.5 Branch Code _____

Please initial here _____

- 5.6 Type of account _____
- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 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)	Residential Address	Residential Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Residential Address	Residential Phone

7. Details of beneficial owners of THE APPLICANT - SA CITIZENS & FOREIGN NATIONALS

Full Name	Nationality	ID Number / Passport Number

6. Details of Shareholders of THE APPLICANT

Full Name of individual/entity	ID Number / Entity Registration Number	Nationality	Registered / Physical Address

Please initial here _____

8. Trade References

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

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

9.1 Amount of credit required R _____

9.2 Estimated monthly purchases R _____

The limit inserted above does not, inter alia, constitute an obligation on behalf of COMPU TYRE to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to COMPU TYRE.

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
YES	NO

9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

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
-----	----

11. THE APPLICANT will provide the following supporting documents:

Latest Audited Financial Statements
Company // Close Corporation // Trust registration documents
Copies of ID documents and/or Passports of all the directors, members, and sole proprietors of THE APPLICANT
Applicants who bank with First National Bank and ABSA Bank are required to attach a Bank Code letter from their bank to this application

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with COMPU TYRE 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 COMPU TYRE. Settlement is affected only on receipt of cash or by way of Electronic Funds Transfer (EFT) or any other payment instrument acceptable to COMPU TYRE and shall be made to COMPU TYRE free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by COMPU TYRE is entirely at the discretion of COMPU TYRE 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 COMPU TYRE, 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.

Please initial here _____

1.2.2 Both THE APPLICANT and COMPU TYRE 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.

1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of COMPU TYRE invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

2. Change of address

THE APPLICANT undertakes to notify COMPU TYRE in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify COMPU TYRE, 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 COMPU TYRE.

4. Domicilium

THE APPLICANT and the signatory hereto choose their *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 COMPU TYRE 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 APPLICANTS in terms of this agreement.

5.1.2 COMPU TYRE 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 COMPU TYRE, COMPU TYRE 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.

5.3 COMPU TYRE is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by COMPU TYRE staff, representatives, and sub-contractors and COMPU TYRE makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information COMPU TYRE has collected, processed, and shared.

6. Pricing increments

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

6.2 Unless otherwise specified, COMPU TYRE prices include packing and delivery in accordance with its standard practice. COMPU TYRE reserves the right to make additional charges if THE APPLICANT requires a method of packing or delivery different to that normally employed by COMPU TYRE; such charges will be as stated in the Contract.

7. Valid orders

In the event of any order being given to COMPU TYRE 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 COMPU TYRE 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. COMPU TYRE shall not be bound by that date but will make all reasonable efforts to deliver by that date.

8.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

8.4 Whilst COMPU TYRE 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.

8.5 The risk in and to the goods shall pass from COMPU TYRE 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 COMPU TYRE 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 COMPU TYRE. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9. Warranties

9.1 Goods are guaranteed according to either COMPU TYRE specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of COMPU TYRE not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

9.2 Should a product supplied to THE APPLICANT by COMPU TYRE be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact COMPU TYRE within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to COMPU TYRE, where applicable.

9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by COMPU TYRE.

Please initial here _____

- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of COMPU TYRE are not covered in any warranties.
- 9.5 Should COMPU TYRE find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to COMPU TYRE may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Copyright

THE APPLICANT acknowledges COMPU TYRE intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to COMPU TYRE

All payments shall be made to COMPU TYRE place of business from where the goods were ordered. In the event of any payments transferred to the incorrect banking account THE APPLICANT shall still be liable to COMPU TYRE for payment. Should COMPU TYRE at any time advise THE APPLICANT of any change to COMPU TYRE banking account details THE APPLICANT shall confirm such change with a Manager of COMPU TYRE before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging COMPU TYRE to afford THE APPLICANT any such indulgence to effect payment after due date.

12. 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 COMPU TYRE. COMPU TYRE 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 COMPU TYRE. THE APPLICANT hereby waives any right it may have for a spoliation order against COMPU TYRE in the event that COMPU TYRE takes possession of any goods.

13. Responsibility for losses, damages, or delays

13.1 COMPU TYRE 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, infectious diseases, 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 COMPU TYRE.

13.2 COMPU TYRE provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. 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.

15. Interest on overdue accounts

COMPU TYRE shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as COMPU TYRE affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of COMPU TYRE - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to COMPU TYRE, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with COMPU TYRE, 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.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to COMPU TYRE, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by COMPU TYRE against THE APPLICANT arising out of any transaction between the parties, it being recorded that COMPU TYRE shall be entitled at its sole discretion, but not obliged, to bring any action or proceeding in either the district or regional division of the said court.

18. Arbitration

18.1 Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, COMPU TYRE shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.

18.2 The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").

18.3 The arbitration shall be held at Johannesburg, South Africa.

18.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.

18.5 The arbitrator shall be entitled to:

18.5.1 Investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.

18.5.2 Decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and

18.5.3 Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.

Please initial here _____

- 18.6 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 18.7 Notwithstanding anything to the contrary contained herein, COMPU TYRE shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.
19. **Recovery of legal/collection costs**
Should COMPU TYRE 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 COMPU TYRE rights, COMPU TYRE 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.
20. **Financial Intelligence Centre Act (FICA)**
20.1 THE APPLICANT acknowledges COMPU TYRE'S obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds COMPU TYRE harmless against any claim of whatsoever nature instituted against COMPU TYRE by third party arising from action taken by COMPU TYRE in discharging its obligations in terms of FICA. This specifically includes for THE APPLICANT declaring that the proceeds of the sale of any of the goods or services provided by COMPU TYRE to THE APPLICANT:-
20.1.1 are not received from unlawful activities, or
20.1.2 are not linked to an offence of terrorist financing, or
20.1.2 have not been used for money laundering purposes, or
20.1.4 have not been used to assist an offence being committed that relates to money laundering or terrorist financing.
20.2 It is further noted that COMPU TYRE is an Accountable Institution in terms of the FIC Act. Any cash transaction in excess of R50 000 will be reported to Financial Intelligence Centre without any further reference to THE APPLICANT.
21. **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 COMPU TYRE shall not in any way operate as or be deemed to be a waiver by COMPU TYRE of any rights under this contract or be construed as a novation thereof.
22. **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.
23. **Entire agreement**
This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from 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.

Please initial here _____

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 COMPU TYRE for the due performance of any obligation of THE APPLICANT and for the payment to COMPU TYRE by THE APPLICANT of any amounts which may now or at any time be or become owing to COMPU TYRE 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 COMPU TYRE and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to COMPU TYRE 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 COMPU TYRE 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 COMPU TYRE to first proceed against THE APPLICANT for payment of any debt owing to COMPU TYRE before proceeding against the surety;
- Cession of Action – the right to require COMPU TYRE 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 the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

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: _____

ID Number: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____