

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

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

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

STANDARD CONDITIONS OF SALE.

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

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

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

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

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

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

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

6.1 All quotations will remain valid for a period of 30 days from the date of the quotation.

6.2 All quotations are subject to the availability of the plant or services and subject to correction of good faith errors by The Forkman and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of The Forkman before dispatch of the plant and commencement of services.

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

6.4 The Customer hereby confirms that the plant or services on any tax invoice or delivery note issued duly represent the plant or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the plant or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are clean and are free from any defects.

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

6.6 The Forkman shall be entitled in its sole discretion to split the delivery / performance of the plant or services ordered in the quantities and on the dates it decides.

6.7 The Forkman shall be entitled to invoice each delivery / performance actually made separately.

6.8 Any delivery note or waybill (copy or original) signed by the Customer or a third party engaged to transport the plant and held by The Forkman shall be prima facie proof that delivery was made to the Customer.

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

6.10 Delivery, installation and performance times quoted are merely estimates and are not binding on The Forkman.

6.11 If The Forkman agrees to engage a third party to transport the plant, The Forkman is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by The Forkman.

6.12 The Customer indemnifies The Forkman against any claims against The Forkman that may arise from such agreement in clause 6.11.

6.13 Repair times and repair costs given are merely estimates and are not binding on The Forkman

6.14 Any item handed in for repair may be sold by The Forkman to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.

6.15 A plant taken on hire by the Customer is deemed sold at the replacement value of the plant if not returned within 6 months after the expiry of the contract period in a perfect condition and with all accessories and manuals intact. The Customer will remain liable for full hire charges during this period.

6.16 A plant taken on evaluation by the Customer is deemed sold if not returned within 24 hours of issue in the original condition.

7.1 A new plant is guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee.

7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of the faulty plant or services or granting of a credit at the sole discretion of The Forkman.

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

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

7.5 The Customer shall return any defective plant to the premises of The Forkman at the Customer's own cost.

7.6 All guarantees are immediately null and void should any plant be tampered with or should the seals on the plant be broken by anyone other than The Forkman or should the plant be operated or stored outside the Manufacturer's specifications.

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

8.2 Under no circumstances shall The Forkman be liable for any damage arising from any misuse, abuse or neglect of the plant.

9. Delivery of the plant or services to the Customer shall take place at the place of business of The Forkman.

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

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

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

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by The Forkman, reduced to writing and signed by the Customer and a duly authorised representative of The Forkman.

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

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

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

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

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

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

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

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

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

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

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

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

16.1 Any plant supplied by The Forkman remain the property of The Forkman until such plant have been fully paid for whether such plant is attached to other property or not.

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

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

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

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

18. The Customer agrees that no indulgence whatsoever by The Forkman will affect the terms of this Agreement or any of the rights of The Forkman and such indulgence shall not constitute a waiver by The Forkman in respect of any of its rights herein. Under no circumstances will The Forkman be estopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that The Forkman shall have the right to institute any legal action in either the Magistrate's Court or the Transvaal Provincial Division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.
- 20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
- 20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
- 20.3 The Customer undertakes to inform The Forkman in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, The Forkman reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 20.4 The Customer hereby consents to the storage and use by The Forkman of the personal information that it has provided to The Forkman for establishing its credit rating and to The Forkman disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that The Forkman will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 20.5 The Customer hereby consents that The Forkman can provide personal information of the Customer to third parties, if the Customer has indicated The Forkman as a trade reference to third parties and the Customer agrees that The Forkman will not be liable for the good faith disclosure of any of this information to such third parties.
- 20.6 The Customer hereby agrees that the credit facility is a variable credit facility and that The Forkman shall be entitled to increase its credit limit from time to time.
21. The Customer agrees to the Standard Rates of The Forkman for any plant or services rendered, which rates may be obtained on request.
22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
23. Any order is subject to cancellation by The Forkman due to acts of God or any circumstance beyond the control of The Forkman, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. Any order is subject to cancellation by The Forkman if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that The Forkman will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clause 5.1, clause 19 and clause 20.6.
27. This Agreement and its interpretation is subject to South African law.
- Special provisions:**
28. The following definitions will apply:
- 28.1 "The plant" includes all types of machinery, equipment and accessories.
- 28.2 "Working day" shall be eight working hours per 24 hour period on a weekday. Each eight hour period will be deemed a "single shift".
- 28.3 "Month" shall be a period of 21 working days.
29. The period of hire starts from delivery of the plant by The Forkman and ends at the acceptance of The Forkman during its office hours of the returned plant in a good and clean condition or on acceptance of a replacement.
30. The period of hire for an unreturned plant extends automatically in the exact same way at the end of the contact period for periods of 24 hours until terminated by either party.
31. Either party may terminate the extended contract period by giving 24 hours notice. The Customer must obtain an off-hire delivery note in order for the termination to be valid.
32. The Customer may in no way cede or assign this agreement nor sublet the plant. Failure by the Customer without the prior written consent of The Forkman to either retain possession or removal from the intended hire site or use of the plant for any purpose other than indicated at the time of order or use outside the time provisions in 28 above or use of the plant by unauthorised, inexperienced, unqualified or unlicensed persons will incur penalties of three times the agreed daily rate from the moment of occurrence until the issue of an off-hire delivery note by The Forkman.
33. The Customer will be responsible and liable for obtaining all legal permissions in order to enter and use the plant on the intended site.
34. Downtime of the plant must be reported immediately to The Forkman who may, at its sole discretion, deduct downtime from the hire period.
35. Claims will only be considered starting from the time of issue of an off-hire delivery note by submission of a written report detailing the inherent fault or fair wear and tear or running repairs in terms of this agreement.
36. The Customer will be liable for all expenses to return the plant to the original condition in which it was supplied, fair wear and tear excepted and determined at the sole discretion of The Forkman.
37. The Customer will not attempt to service or repair the plant without The Forkman's prior written consent and authorisation for the specific service or repairs.
38. The Customer shall allow The Forkman and its appointees access to the hired plant at all times.