



Dear Customer

We thank you for your interest in becoming a UNIQUE WELDING 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 who is authorised to do so.

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 insurers "Coface" 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: 011 841 9800 / 083 282 2426

E-mail: info@uniquewelding.co.za; CreditApps@uniquewelding.co.za;

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

P.O. Box 307
Benoni
1500
South Africa

Supporting Documents:

- Sars Tax Compliance Status
- ID Documents of All Directors
- Bank Confirmation not older than 3 Months
- Company Letterhead

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

Yours faithfully

Accounts Receivable

19 Van Dyk Road, Boksburg | PO Box 307, Benoni, 1500, South Africa
TEL +27 11 841 9880 FAX +27 11 841 9876 EMAIL info@uniquewelding.co.za

Weldamax (Pty) Ltd. Registration Number: 2005/O33316/07 | VAT Number: 4630237768
Directors: K. Foster-Archibald*; S. Nkonde
*United Kingdom



www.uniquewelding.co.za



APPLICATION FOR CREDIT FACILITIES - INCORPORATES STANDARD TERMS AND CONDITIONS AND A DEED OF SURETYSHIP WITH UNIQUE WELDING ALLOYS, A DIVISION OF WELDAMAX (PTY) LIMITED - 2005/033316/07

REGISTERED COMPANY NAME (AS PER CIPC):	
TRADING AS (I.E. WHAT OTHER NAME/S DOES THE COMPANY TRADE / CONDUCT BUSINESS):	
WITH REGISTRATION NUMBER	
WITH PRINCIPAL PLACE OF BUSINESS (DOMICILIUM CITANDI ET EXECUTANDI) AT:	
WITH POSTAL ADDRESS AND CODE:	
VAT REGISTRATION NUMBER:	
INITIAL DELIVERY ADDRESS FOR ALL GOODS TO BE DELIVERED TO:	
TELEPHONE NUMBERS	
EMAIL ADDRESS	
PERSON RESPONSIBLE FOR THE ACCOUNT PAYMENTS	

BUSINESS TRADING STYLE (PLEASE TICK):

PUBLIC LISTED (LTD) PRIVATE COMPANY (PTY) LTD	CLOSE CORPORATION (CC)	SOLE PROPRIETOR	PARTNERSHIP	TRUST	SECTION 21 – NON-PROFIT
DATE BUSINESS COMMENCE TRADING:		<input type="checkbox"/> D <input type="checkbox"/> D	<input type="checkbox"/> M <input type="checkbox"/> M	<input type="checkbox"/> Y <input type="checkbox"/> Y	<input type="checkbox"/> Y <input type="checkbox"/> Y

GENERAL INFORMATION:

BANK NAME:	
BRANCH NAME:	
BRANCH CODE:	
ACCOUNT NUMBER:	
ACCOUNT TYPE:	
ACCOUNT HOLDER NAME:	
DATE ACCOUNT OPENED:	

DETAILS OF PRINCIPALS: (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

NAME AND SURNAME:	IDENTITY / PASSPORT NUMBER:	RESIDENTIAL ADDRESS:	CELLPHONE NUMBER:

Please initial here



TRADE REFERENCES:

CREDIT SUPPLIER NAME:	PHONE NUMBER:
	Code ()
	Code ()
	Code ()
	Code ()

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:

DOES THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 1 million?	YES	NO
DOES THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 2 million?	YES	NO

IN TERMS OF THE COMPANIES ACT 71, OF 2008 PLEASE STATE

IS THE APPLICANT currently under Business Rescue?	YES	NO
DOES THE APPLICANT intend to apply for Business Rescue within the next three months?	YES	NO

Required Credit Limit: R _____

The initial credit limit does not, inter alia, constitute an obligation on behalf of UNIQUE WELDING 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 UNIQUE WELDING.

SECTION B – Terms and Conditions of Sale

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

1. CREDIT TERMS, CREDIT RETURN POLICY AND GAS CYLINDER MAINTENANCE / OWNERSHIP:

- 1.1. The Customer shall pay all amounts payable to Unique Welding within thirty days of date of Unique Welding statement or, if no statement is issued or received, on demand, failing which Unique Welding shall be entitled to suspend further supplies or services to the Customer, without incurring any liability to the Customer, until the Customer has paid all overdue amounts.
Unique Welding 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 Unique Welding affording The Applicant any indulgence to make payment after due date.
- 1.2. The Customer carries any risk associated with or arising from the method elected to effect payment to Unique Welding. Payment shall only be deemed to have been affected to Unique Welding once its bankers have confirmed receipt of, and cleared, the payment.
- 1.3. The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer any amount due by it to Unique Welding. All payments shall be free of demand, exchange and set-off.
- 1.4. Unique Welding may appropriate all payments received from the Customer to any such outstanding amounts as it deems fit, including legal costs and interest, if applicable.
- 1.5. The Applicant agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from Unique Welding, which will be transmitted via email, and the 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.
- 1.6. All goods received remain the property of Unique Welding until fully paid.
- 1.7. All goods returned for credit is subject to an 15% handling fee.
- 1.8. The Equipment is and shall always remain the property of Air Products South Africa (Pty) Ltd – the supplier of all gaseous products in cylinders to Unique Welding and under no circumstances will the Customer be entitled to acquire ownership of the Equipment. The Customer shall not permit the Equipment to become the subject of any lien or charge or encumbrance or allow it to accede to other property, whether movable or immovable. Notwithstanding the above, the risk in the Equipment shall pass to the Customer on date of delivery.
- 1.9. Unique Welding shall charge rental on the number of each type of Equipment in the Customer's possession or under its control which the Customer has not returned to Unique Welding at the end of each calendar month. Should the Customer dispute the number of a specific type of Equipment in its possession or under its control, as reflected in the corresponding rental invoice, it shall report the discrepancy to Unique Welding in writing to info@uniquewelding.co.za within fifteen days of the date of the rental invoice that it wishes to dispute, failing which the number of each type of Equipment as stated by Unique Welding in the rental invoice shall constitute prima facie proof of the number of each type of the Equipment in the Customer's possession or under its control.
- 1.10. Save for the Equipment that was delivered / installed at the Premises of The Applicant by Unique Welding which may only be removed by Unique Welding, at all times it shall remain the Customer's responsibility to return the Equipment to Unique Welding notwithstanding that Unique Welding may from time to time make arrangements to collect its Equipment from the Premises. The Customer shall bear the onus of showing that it has returned all of the Equipment to Unique Welding.

2. CHANGE OF CONTACT DETAILS OR TRADING ADDRESS:

Please initial here



- 2.1. The Applicant undertakes to notify Unique Welding in writing within 7 (seven) days of any change of address.
- 3. CHANGE OF OWNERSHIP OR TRADING STYLE:**
- 3.1 The Applicant undertakes to notify Unique Welding, 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 Unique Welding.
- 4. DOMICILIUM:**
- 4.1 The Applicant and the signatory hereto choose 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. DISCLOSURE OF INFORMATION:**
- 5.1 The Customer hereby consents to information being supplied to Air Products by third parties, including credit bureaux, for purposes of this Agreement and consents to the furnishing and publication of credit and trading information pertaining to it by Air Products to such third parties.
- 5.2 For the purposes of making credit risk management decisions and preventing fraud, The Applicant hereby warrants that Unique Welding has consent to: 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 bureaux, credit information agents, credit insurance companies or other creditors (trade references) of The Applicant's in terms of this agreement.
- 5.3 Unique Welding may transmit details to credit bureaux, credit information agents, credit insurance companies or other creditors of The Applicants of how The Applicant has performed in meeting his/her/its obligations in terms of this agreement.
- 5.4 If The Applicant fails to meet his/her/its commitments to Unique Welding, then Unique Welding may record The Applicant's non-performance with credit bureaux, credit information agents, credit insurance companies or other creditors of The Applicant.
- 5.5 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:**
- 6.1 Prices quoted by Unique Welding are determined from time to time and are subject to increases, at the discretion of Unique Welding. Unique Welding shall be entitled to increase the cost of goods delivered or services rendered to The Applicant with prior written notice.
- 7. APPLICANT'S ORDERS:**
- 7.1 In the event of any order being given to Unique Welding 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. DELIVERIES TO THE APPLICANT:**
- 8.1 The Applicant agrees that the signature of any agent, contractor, sub-contractor or employee of The Applicant on Unique Welding'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. Unique Welding 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 Unique Welding 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 Unique Welding 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 Unique Welding'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 Unique Welding. 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 Unique Welding's specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to The Applicant based on Unique Welding 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 Unique Welding be faulty or require return for credit and where a warranty is applicable, The Applicant shall contact Unique Welding within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to Unique Welding, 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 Unique Welding.
- 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 Unique Welding are not covered in any warranties.
- 9.5 Should Unique Welding 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 Unique Welding may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.
- 10. INTELLECTUAL PROPERTY:**
- 10.1 The Applicant acknowledges Unique Welding's intellectual property rights in the goods and shall not infringe such intellectual property rights.
- 11. PAYMENT/S TO UNIQUE WELDING:**
- 11.1 Unique Welding does not appoint the Post Office as its agents for payments by post. All payments shall be made to Unique Welding's place of business from where the goods were ordered.
- 11.2 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 Unique Welding for payment.
- 11.3 Should Unique Welding at any time advise The Applicant of any change to Unique Welding's banking account details The Applicant shall confirm such change with a Manager of Unique Welding before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging Unique Welding to afford The Applicant any such indulgence to effect payment after due date.
- 12. RESERVATION OF OWNERSHIP:**

Please initial here



- 12.1 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 Unique Welding.
- 12.2 Unique Welding 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 Unique Welding.
- 12.3 The Applicant hereby waives any right it may have for a spoliation order against Unique Welding if Unique Welding takes possession of any goods.
- 13. RESPONSIBILITY FOR LOSSES, DAMAGES OR DELAYS:**
- 13.1 Unique Welding 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 Unique Welding.
- 13.2 Unique Welding 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:**
- 14.1 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. PROOF OF CLAIMS:**
- 15.1 An indebtedness certificate of the total outstanding amount, signed by a manager or any director of Unique Welding - whose position and signature shall not be necessary to prove - reflecting the amount owing by The Applicant to Unique Welding, in respect of any credit facilities granted to The Applicant relating to The Applicant's dealings with Unique Welding, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof (Prima-Facie) – 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. CONCENT TO JURISDICTION:**
- 16.1 Notwithstanding the amount which may at any time be owing by The Applicant to Unique Welding, 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 Unique Welding against The Applicant arising out of any transaction between the parties, it being recorded that Unique Welding shall be entitled, but not obliged, to bring any action or proceeding in the said court.
- 17. ARBITRATION:**
- 17.1 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, UNIQUE WELDING shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.
- 17.2 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").
- 17.3 The arbitration shall be held at Johannesburg, South Africa.
- 17.4 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.
- 17.5 The arbitrator shall be entitled to:**
- 17.5.1 Investigate or cause to be investigated any matter, fact, or thing which he considers necessary or desirable in connection with any matter referred to him for decision.
- 17.5.2 Decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and
- 17.5.3 Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.
- 17.5.4 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.
- 17.5.5 Notwithstanding anything to the contrary contained herein, UNIQUE WELDING shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.
- 18. RECOVERY OF LEGAL/COLLECTION COSTS:**
- 18.1 Should Unique Welding 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 Unique Welding's rights, Unique Welding 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.
- 19. NON-WAIVER OF RIGHTS:**
- 19.1 Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of Unique Welding shall not in any way operate as or be deemed to be a waiver by Unique Welding of any rights under this contract or be construed as a novation thereof.
- 20. SEVERABILITY OF CLAUSES:**
- 20.1 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.
- 21. ENTIRE AGREEMENT:**
- 21.1 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.
- 21.2 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 TERMS AND CONDITIONS OF SALE:

Signed By: _____
(who hereby warrants his/her authority to do so on behalf of the Customer)

Name of Signatory: _____

Capacity: _____

Date: _____

For and on behalf of: _____

Signed By: _____
(who warrants his/her authority to do so on behalf of Unique Welding)

Name of Signatory: _____

Capacity: _____

Date: _____

For and on behalf of: UNIQUE WELDING ALLOYS

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

DEED OF SURETYSHIP:

I, the undersigned:

Name and Surname: _____

with Identity / Passport 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 favor of Unique Welding for the due performance of any obligation of The Applicant and for the payment to Unique Welding by The Applicant of any amounts which may now or at any time be or become owing to Unique Welding 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 Unique Welding and then only, if the sums then owing by The Applicant (whether due or not) to Unique Welding 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 Unique Welding 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:

- Excursion – the right to require Unique Welding to first proceed against The Applicant for payment of any debt owing to Unique Welding before proceeding against the surety;
- Cession of Action – the right to require Unique Welding 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 of Surety: _____

For and behalf of: (Company) _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____