



CREDIT APPLICATION FORM

Strictly Confidential

PLEASE NOTE:

- a) Credit applications will only be approved on receipt of the original document. The relevant documentation; i.e. Identity doc. & signed deed of suretyship; must be attached.
- b) This application consists of 4 parts (A, B, C and D) all of which must be completed.
- c) Every page must be initialed by every signatory.

PART A

I/We make application for credit facilities and for the opening of an account with yourselves. In support of the application the following particulars are furnished.

SECTION 1: *(To be completed by all applicants)*

1. Please mark with an (x) the relevant legal entity under which you will operate the account:

- | | | |
|--------------------|--------------------------|------------------------------|
| Private Individual | <input type="checkbox"/> | Also complete sections 2 & 5 |
| Sole Proprietor | <input type="checkbox"/> | Also complete sections 3 & 5 |
| Partnership | <input type="checkbox"/> | Also complete sections 3 & 5 |
| Registered Company | <input type="checkbox"/> | Also complete sections 4 & 5 |
| Close Corporation | <input type="checkbox"/> | Also complete sections 4 & 5 |

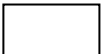
2. The Account shall be operated in the Name of: (Please supply full name/s)

3. Postal Address:

Postal Code:

4. Physical Address:

Postal code:





5. Telephone/Fax Numbers/E-mail

Business: _____
Fax: _____
Home: _____
Cell: _____
E-mail address: _____

6. Address to which statements/correspondence should be mailed:

Postal code: _____

7. Bankers

Name: _____
Branch: _____
Account Number: _____
Account Type: _____
Date Opened: _____

8. Trade References

Name: _____ Telephone Number: _____
Name: _____ Telephone Number: _____
Name: _____ Telephone Number: _____

9. Details of fixed property owned:

Address: _____
Estimated Value: _____
Bond Value: _____
Bond Holder: _____
In whose name registered: _____

10. Applicant's current annual turnover: R _____

11. Current value : Applicants total assets: R _____

: Applicants latest net profit: R _____





12. Details of Landlord:

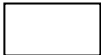
Name: _____

Address: _____

Telephone No.: _____

Fax number: _____

Email Address: _____





SECTION 2: (Private Individuals) Please sign the attached deed of surety.

1. Identity/Passport Number:

2. Please mark with a (x) in the appropriate box:

| | | | |
|--------|--------------------------|---------|--------------------------|
| Male | <input type="checkbox"/> | Married | <input type="checkbox"/> |
| Female | <input type="checkbox"/> | Single | <input type="checkbox"/> |

3. Please mark with a (x) in the appropriate box: (If in COP, Please ensure spouse countersigns)

| | |
|--------------------------------|--------------------------|
| In community of Property (COP) | <input type="checkbox"/> |
| Ante-nuptial – with Accrual | <input type="checkbox"/> |
| Ante-nuptial – without Accrual | <input type="checkbox"/> |

Date of Marriage: _____

4. Spouse Details:

Full Name: _____

Identity/Passport Number: _____

5. Nearest Relative’s Details:

Name: _____

Address: _____

_____ Postal code: _____

6. Employment Details of:

Applicant

Occupation: _____

Name of Employer: _____

Employers Address: _____

Employers Contact Detail: _____

Spouse

Occupation: _____

Name of Employer: _____

Employers Address: _____

Employers Contact Details: _____

7. Have you ever been declared Insolvent? Please mark with a (x) in the appropriate box:

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |





SECTION 3: (Partnership or Sole Proprietor) Please sign the attached deed of surety.

1. Date of commencement of business:

2. Nature of business:

3. Details of Proprietor:

Partner Full Name: _____
 Identity/Passport Number: _____
 Telephone Number: _____
 Physical Address: _____
 Email Address: _____

Partner Full Name: _____
 Identity/Passport Number: _____
 Telephone Number: _____
 Physical Address: _____
 Email Address: _____

Partner Full Name: _____
 Identity/Passport Number: _____
 Telephone Number: _____
 Physical Address: _____
 Email Address: _____

4. Who represents the Partnership in this application?

Name: _____

5. Were any persons involved with this Application ever declared Insolvent?

Please mark with a (x) in the appropriate box:

Yes
 No



SECTION 4: *(Registered Company or Close Corporation)* Please sign the attached deed of surety.

1. Registered Office Address:

Postal code: _____

2. Head Office Address:

Postal code: _____

3. Company / Corporations Registration Number:

Registration Number: _____
Date: _____

4. If a Subsidiary company please state the name and registration number of the Holding company:

5. Who are the Auditors / Accountants of the Company / Corporation?

Name: _____
Address: _____

Postal code: _____

6. Who are the Directors / Members?

Full Names: _____
Identity/Passport Number: _____
Telephone Number: _____
Physical Address: _____





Full Names: _____
Identity/Passport Number: _____
Telephone Number: _____
Physical Address: _____

Full Names: _____
Identity/Passport Number: _____
Telephone Number: _____
Physical Address: _____

7. Who is the Official Company Secretary/Public Officer?

Full Names: _____
Identity/Passport Number: _____
Telephone Number: _____
Physical Address: _____

8. Who represents the Company in this application?

Name: _____

Position held within the Company: _____





SECTION 5: (To be completed by all applicants)

1. Details of Building work/Contracts in progress or about to commence:

| Location | Employer | Gross Value | Value on Completion | % of draws | Type of Building / Construction |
|----------|----------|-------------|---------------------|------------|---------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

2. Anticipated monthly purchases will be in the range of:

Low: R _____

High: R _____

Credit Limit applied for: R _____

NB: Please note that Sika South Africa (Pty) Ltd reserves the right to close a customers account should the Customers purchases in total for any 12 months not reach an amount of R10 000.

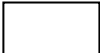
PLEASE SIGN ACCEPTANCE

Full Name: _____

Signature: _____

Spouse Full name (If married in COP): _____

Signature: _____



PART B

SIKA SOUTH AFRICA (PTY) LTD STANDARD TERMS AND CONDITIONS

1. APPLICABILITY OF CONDITIONS

- 1.1 All business undertaken by Sika South Africa (Pty) Ltd ("Sika") is subject to Sika's standard terms and conditions ("the conditions") hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between Sika and its customer.
- 1.2 Even if these conditions are not signed by the customer, it will be deemed that the customer has agreed to them when accepting delivery of any goods from Sika.

2. ORDERS

- 2.1 The customer must place orders with Sika's sales department by letter, fax or e-mail.
- 2.2 The customer must quote its account number when placing any orders.
- 2.3 Unless Sika notifies the customer that it does not accept the order at the time it is placed, Sika will be deemed to have accepted the customer's order on receipt thereof.
- 2.4 If Sika does not have sufficient stock of the goods which are ordered by the customer, unless the customer cancels its order in writing, the goods will be supplied as soon as Sika receives stock thereof.

3. PRICE

The prices exclude VAT and delivery costs.

4. PAYMENT

- 4.1 The account customer shall make payment for all goods purchased from Sika within thirty (30) days from the date of statement.
- 4.2 In the event of the customer failing to make payment on the due date, the customer shall be liable to Sika for interest at the rate of 2% per month. Such interest shall be calculated from the due date to date of payment.
- 4.3 All payments due by the customer shall be made without demand or deduction.
- 4.4 All direct payments must be deposited into the following bank account, which may be changed by Sika, from time to time, on written notice to the customer.

| | |
|-----------------|-----------------------------|
| Account holder: | Sika South Africa (Pty) Ltd |
| Bank: | Standard Bank |
| Branch: | Briardene |
| Branch code: | 04362611 |
| Account number: | 250744031 |

- 4.5 The customer acknowledges that Sika is entitled in its entire discretion to appropriate any payment made by the customer to any part of the account that Sika elects.

5. DELIVERY

5.1 The goods are deemed to be delivered to the customer on:

5.1.1 Commencement of the unloading of the goods upon delivery to the customer;

5.1.2 Commencement of the loading of the goods upon collection by the customer; collectively referred to as "delivery".

5.2 When it receives an order from the customer:

5.2.1 Sika will deliver the goods to the destination specified in the order ("the delivery destination"); or the customer must collect the goods from Sika's regional warehouses within 7 days of the date of any notice by Sika that the goods are ready for collection, failing which Sika may, but is not obliged to, deliver the goods to the customer.

5.3 On signature by the customer of the delivery note in respect of the goods ordered, these goods will be deemed to have been delivered to the customer.

5.4 Unless the customer notifies Sika in writing within ten days of delivery of the product of any defect in the product, then the said product shall be deemed to be in good order and condition as at the date of delivery and no claim shall lie against Sika in respect thereof.

5.5 The customer will be liable for all delivery charges.

6. OWNERSHIP AND RISK

6.1 Ownership in any goods sold by Sika to the customer shall remain vested in Sika until payment in respect of such goods has been made in full.

6.2 The customer bears all the risk in and to any goods sold to the customer and of any harm caused by such goods from the time of delivery to the customer or its agent.

7. RETURN OF GOODS

7.1 Special order goods and goods with an expired shelf life will not be accepted for credit.

7.2 Sika may, but is not obliged to, accept the return of goods that were correctly supplied in accordance with the customer's order. If it does so, the following conditions will apply:

7.2.1 Prior authorization from Sika's authorized representative must be obtained;

7.2.2 The returned goods and the packaging must be in a resaleable condition, as determined by Sika;

7.2.3 The returned goods must be accompanied by proof of purchase (e.g. a delivery note or invoice);

7.2.4 The customer will be liable for a handling charge of 10% of the value of the stock returned, at Sika's discretion; and

7.2.5 The goods must be returned to Sika within 7 days of receipt thereof in order to qualify for a credit.

7.3 The handling charge will be deducted from any credit note issued to the customer by Sika. Sika shall not give customers any cash refund for any goods returned for any reason whatsoever.

8. GUARANTEE

8.1 Sika guarantees that all the products which it manufactures shall comply with the technical properties of the product according to the various technical data sheets issued from time to time by Sika. Copies of such data sheets are available on request from Sika, or on our website at zaf.sika.com.

8.2 The information set out in the technical data sheets and leaflets issued from time to time by Sika is of a general nature only and Sika does not assume any responsibility whatsoever for any reliance that is placed thereon by the customer.

8.3 Sika gives no other guarantee either express, implied or tacit of any nature as to the fitness, suitability or performance of the product.

9. EXCLUSION OF LIABILITY

Save for the guarantee in terms of clause 8 above, where Sika's liability shall be limited to the replacement or cost of the product, neither Sika nor any of its directors, employees or agents shall be liable for any loss or damage whether direct, indirect, consequential or otherwise suffered by the customer arising from any cause in connection with any business or transaction concluded with Sika, whether such loss or damage results from a breach of the agreement (whether total, fundamental or otherwise), delict, negligence or any other cause without limitation.



10. PARTNERSHIP

In the event of the customer being a partnership, the individual partners agree that all partners shall be jointly and severally liable for payment of all amounts due by the customer to Sika. The partners further agree that their liability to Sika shall be unaffected by any dissolution of the partnership in respect of any goods sold and delivered after such dissolution unless a written notice enclosing proof of such dissolution has been duly delivered by Sika.

11. LANDLORD'S LIEN

11.1 If the customer leases its premises, then the customer must notify its landlord that any goods bought from Sika belong to Sika until they are fully paid for. Sika also has the right to notify the landlord thereof.

11.2 The customer must provide Sika with the name and contact details of its landlord. The customer must notify Sika of any changes to its landlord or its contact details and immediately provide Sika with the new information.

12. BREACH

12.1 The customer will be in breach if it:

12.1.1 Fails to pay any amount of money due to Sika on the due date; or

12.1.2 Is sequestrated or placed in liquidation (whether voluntary, compulsory, provisional or final) or under judicial management; or

12.1.3 Commits any act of insolvency or what would be an act of insolvency if committed by a natural person; or

12.1.4 Enters into an arrangement or compromise with its creditors generally; or

12.1.5 Fails to satisfy any judgement granted against it within 7 days of the date of judgement; or

12.1.6 Fails to strictly adhere to any other term or condition of this agreement.

12.2 If the customer is in breach:

12.2.1 All the amounts which are owed to Sika will immediately become due and payable, despite any agreement for credit with such customer;

12.2.2 Sika may suspend all deliveries to the customer;

12.2.3 Sika may cancel the customer's orders without notice to such customer.

12.2.4 Sika will be entitled without prejudice to its other rights in law to cancel this agreement without notice to the customer.

12.2.5 A certificate by a director of Sika reflecting the amount due and owing by the customer to Sika in respect of capital and interest shall be sufficient and satisfactory prima facie proof of the facts therein stated for the purposes of all proceedings against the customer for the recovery of the said amount.

12.2.6 The customer will be liable for all expenses incurred by Sika in exercising any rights arising out of a breach of the customer's obligations in terms hereof, including legal charges between attorney and client (whether formal proceedings are instituted or not), collection charges and tracing fees.

13. DISPUTES

The customer has the right to, inter alia,

13.1 refer a complaint to a dispute resolution agent, the Consumer Court or the ombud with jurisdiction; or

13.2 file a complaint with the National Credit Regulator in respect of any alleged contravention of the National Credit Act.

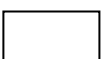
14. GENERAL PROVISIONS

14.1 These conditions and any documents referred to herein constitute the whole agreement between Sika and the customer relating to the granting of credit facilities and the sale of goods.

14.2 Neither party will be bound by any variation of these conditions or any waiver of any rights under these conditions unless the variation or waiver is in writing and signed by both Sika and the customer. Sika is not bound by any oral statements, figures, specifications, prices quotes, acceptances or representations.

14.3 No relaxation or indulgence which Sika may give at any time in regard to the carrying out of any of the customer's obligations will prejudice or be a waiver of any of Sika's rights.

14.4 The customer consents and submits to the jurisdiction of the Magistrate's Court in respect of all disputes arising out of the sale of goods to which these conditions relate. Neither party is obliged to institute proceedings in that court.



- 14.5 The amounts referred to in Part A, Section 5 do not limit the amount recovered by Sika.
- 14.6 In this agreement, unless the context otherwise requires:
 - 14.6.1 the masculine gender includes the feminine gender and vice versa;
 - 14.6.2 both masculine and feminine genders include the neuter and vice versa;
 - 14.6.3 the singular includes the plural and vice versa;
 - 14.6.4 headings of clauses shall be deemed to have been included for the purpose of convenience only and shall not affect the interpretation of this Agreement.

PART C DEED OF SURETYSHIP

1. I/We, the undersigned _____ [Name]
and _____ [Name] as member(s)/director(s)
of _____ [Name of CC/Company] ("the customer"), hereby bind myself/ourselves, jointly and severally, in my/our personal capacity/capacities, as surety/sureties for and co-principal debtor/debtors with the customer for the due performance by the customer of all its obligations existing or arising in terms of this application.
2. I/We irrevocably agree that all acknowledgements and admissions by the customer shall be binding on me/us and that I/we shall be bound to the full extent of the suretyship, which shall at all times be fully and immediately enforceable.
3. I/We waive the benefits of requiring Sika to:
 - Sue the customer before it sues me/us in terms of this undertaking;
 - Only sue me/us for my/our proportionate share of the customer's obligations where several sureties secure those obligations;
 - Sue me/us together with any other sureties who also secure the customer's obligations.
4. Each of the signatories hereto shall, notwithstanding that this deed of suretyship provides for signature by more than one surety, be deemed to have executed in Sika's favour a separate contract of suretyship on the terms and conditions here-in contained, and accordingly if for any reason this deed of suretyship is invalid or unenforceable against any of the sureties, it shall remain of full force and affect against and be binding upon the other sureties, being the signatories hereto, and shall apply to each surety severally as well as jointly.
5. No cancellation of this Deed of Suretyship or any variation of its items shall be of any force or affect unless it is reduced to writing and signed by the surety and Sika.
6. The surety hereby chooses his / her domicilium citandi et executandi at the physical address set out in part A of the foregoing Credit Application form, for the service of any notice or legal process in relation to any matter arising out of the application or this suretyship."
7. The surety further agrees and undertakes in Sika's favour to keep Sika indemnified and hold Sika harmless against all loss or damage, from any cause arising which Sika may sustain as a result of having granted facilities to the customer.



Signed at _____ this _____ day of _____ 20____

Full Names: _____

Identity / Passport Number: _____

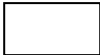
Signature: _____

Signed at _____ this _____ day of _____ 20____

Full Names: _____

Identity / Passport Number: _____

Signature: _____





**PART D
DECLARATION**

I declare that:

- I am duly authorised to act on behalf of the customer;
- The terms and conditions of the above application (Parts A, B, C and D) have been explained to me and I understand my rights and obligations;
- All the information given in this application is true and correct.
- If the customer is an individual and married in community of property that their spouse has consented in terms of the Matrimonial Properties Act in respect of the credit application and suretyship;
- I have been informed that I can refer any questions I may have to the Seller at any time;
- I am not under debt review, nor have I applied for debt review as at the date of signature of this Agreement by me;
- I am aware that I must not accept this Agreement unless I understand my rights and obligations and the risks and costs of the loan;
- I can afford the capital and interest payments and the fees referred to in this Agreement;

I agree:

- to the conditions;
- that Sika may make any enquiries that it deems necessary in connection with this application and may obtain from and disclose to any credit bureau or any other person with whom the customer has had financial dealings, any information about the customer's credit profile and payment history;
- that the decision to grant credit facilities to the customer is entirely at the discretion of Sika;
- that Sika may withdraw credit facilities granted to the customer in terms of this application, at any time and without prior notification to the customer;
- that the customer will continue to be bound by the terms of this application and the conditions even if Sika allows the customer to exceed the maximum credit applied for in terms of this application for credit facilities;
- to notify Sika in writing at least 30 days before the changes are implemented, if there are any material changes to the customer's circumstances, including but not limited to a change of control or ownership of the customer, or a change in the customer's business, name or address;
- that the physical and, if applicable, registered address in Part A of the credit application form will be the *domicilium citandi et executandi* of the customer for the service of any notice or legal process in relation to any matter arising out of this application.

Full Names: _____

Designation: _____

Identity / Passport no: _____

Date: _____

Signature: _____

