



VH Fibre Optics (Pty) Ltd

- Unit 9, Northlands Commercial Park, Aintree Avenue, 2169, Gauteng, South Africa
- P.O. Box 124536, Alrode 1451, South Africa
- Tel + 27 11 791 4177
- Fax + 27 11 791 4590
- Registration No. – 1998/000499/07
- VAT No. - 4460171194

CREDIT APPLICATION

Business Information

Company Name			
Registered Name (if different from above)			
Company Registration No		Date business commenced	
Type of concern	Partnership / Private Co / Public Co / Sole Proprietor / Other (Specify)		
Nature of business			
VAT Registration No			
Postal Address			
Delivery Address			
Tel No		Fax No	
Registered Address			

Directors/Members/Partners/Sole Proprietor of the Company

Full Names	I.D. Number	Residential Address	Property Owned	Home Telephone No
			Yes / No	
			Yes / No	
			Yes / No	
			Yes / No	

This document must be signed by one of the above directors / members / partners / sole proprietor

Financial Information

Auditors Name & Address			
Are you prepared to show us your balance sheet: Yes / No (If yes, kindly attach)			
Estimated Monthly Purchases	R	Limit required	R
Nature of Business			
Creditors Clerk – Name			
Creditors Clerk – Tel		Creditors Clerk – Email	
Details of Business Premises	Rented / Owned		
Landlord Name (if rented)		Landlord Tel (if rented)	

CREDIT APPLICATION (Continued...)

Trade References

1. Company Name		Contact Person	
Telephone Number		Email	
2. Company Name		Contact Person	
Telephone Number		Email	
3. Company Name		Contact Person	
Telephone Number		Email	
4. Company Name		Contact Person	
Telephone Number		Email	

Banking Information

Bankers		Branch:	
Account No		Account Type	
Any information/Associated Companies			

Documentation Requirements

Please attached the following documentation:	Attached (X)
• VAT Registration	
• Certified copies of Directors ID documents	
• Company letterhead	
• Bank letter confirming banking details or cancelled cheque	

TERMS AND CONDITIONS OF SALE

Between

VH Fibre Optics (Pty) Ltd
Registration Number: 1998/000499/07
("VH Fibre")

And

Registration Number: _____
("The Creditor")

- 1) This agreement shall be governed and construed under and in accordance with the laws of the Republic of South Africa.
- 2) The Invoice price reflected on the invoice shall be paid by the Creditor without any deduction and/or set off and in accordance with the terms of payment to which the parties hereto might from time to time agree.
- 3) VH Fibre shall be entitled to charge interest from time to time, at the maximum rate permissible in law on all overdue amounts. This will be calculated from when payment was due till when payment is received.
- 4) The risk in and to the goods purchased shall pass to the Creditor on delivery thereof. Notwithstanding delivery of the goods, ownership shall remain vested with VH Fibre and shall not pass to the Creditor until payment of the purchase price has been made in full.
- 5) VH Fibre shall not, under any circumstances be liable for defects, shortages in delivery, or failure of the goods complying with the Creditor's specifications, unless written notice is received by VH Fibre in respect thereof, within 7 (seven) days after delivery. Should the creditor or any of the creditor's employee accept delivery of goods and write the words "Received but not checked" or words of similar import, on the invoice or delivery note these words shall be of no force as the customer undertakes to check all goods upon delivery.
- 6) VH Fibre shall not be liable for any consequential loss suffered by the Creditor in respect of delays in Delivery, defective goods and from any other cause howsoever arising.
- 7) Should VH Fibre agree to accept the return of goods for credit, VH Fibre has the right to charge a handling fee of 15% on the invoiced price of the goods returned.
- 8) In the event of the Creditor committing any breach of the terms of this agreement, all of which are deemed to be material, VH Fibre at its option and without prejudice to any of its rights in law, shall be entitled to:
 - a) retake possession of the goods sold and delivered to the Creditor, in respect of which ownership has not passed:
 - b) demand that the Creditor immediately make payment to VH Fibre of all amounts in respect of all goods sold and delivered by VH Fibre to the Creditor notwithstanding that the payment in respect of any such goods might not hen be due, owing and payable.
- 9) In the event of the Creditor failing to make payment to VH Fibre of all amounts in respect of all goods sold and delivered by VH Fibre to the Creditor, shall immediately become due, owing and payable.
- 10) VH Fibre shall be entitled but not obliged to institute any proceedings against the Creditor arising out of any sale in the Magistrate's Court. The Creditor agrees to be liable to VH Fibre for all legal costs calculated on the attorney and own client scale.
- 11) The Creditor and signatories hereto nominate the Creditor's business address as recorded on the reverse side hereof as their domicilium citandi et executandi for service upon them of all notices and processes, whether in connection with any claim or sum due to VH Fibre or otherwise.

TERMS AND CONDITIONS OF SALE (Continued)

- 12) No extension of time or any other relaxation or indulgence granted by VH Fibre to the Creditor shall operate as, or be deemed to be, a waiver by VH Fibre of any of its rights under this agreement, or a novation of any of the terms and conditions of this agreement.
- 13) Where VH Fibre is required to supply goods to the Creditor's specification and/or drawings, or those of its nominees, the creditor accepts no responsibility for the efficiency or workability of goods so manufactured or work so carried out. VH Fibre must satisfy themselves, before delivery is made, as to the suitability of the goods for the purpose for which they acquire them.
- 14) The credit facilities may be withdrawn by VH Fibre at any time without prior notice, and VH Fibre reserves the right to review the extent, nature and duration of such facilities at all times.
- 15) All quotations are subject to the availability of the goods and subject to correction of good faith errors by VH Fibre and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of VH Fibre before acceptance of the orders.

Exchange rate fluctuations

- a) VH Fibre will cover variations of up to 5% of the quoted exchange rate. Any variation greater than 5% between the quoted exchange rate and bank exchange rate at date of Buyer's placement of order shall be applied to the Buyer's account resulting in an extra cost in the event of a less favorable rate
 - b) Any further variations in the exchange rate, in excess of 5%, between the date of Buyer's placement of order and the delivery / invoice from VH Fibre shall be applied to the Buyer's account resulting in an extra cost in the event of a less favorable rate.
 - c) The Buyer accepts the bank exchange rate applicable at the date of the order and invoice as notified by VH Fibre.
- 16) Under no circumstance shall VH Fibre be liable for any damage arising from any misuse, abuse or neglect of the goods supplied.
 - 17) A signed Delivery Note shall constitute prima facie proof that the goods have been delivered to and received by the Creditor in good condition whether signed by the Creditor, an employee, an agent or representative of the Creditor.
 - 18) Equipment considered for return must be unused and in a resalable condition, this will not include cut lengths of cable or fibre that was cut according to customer specification or accessories, cable or fibre that was specifically imported according to customer specifications.
 - 19) A certificate sworn to before a Commissioner of Oaths by a Director or Financial Manager or Accountant of VH Fibre shall constitute conclusive proof of the indebtedness and the amount thereof owing by the Creditor to VH Fibre at any time, and shall, for all purposes, be binding on the Creditor.
 - 20) Each party who has appended their signature hereto on behalf of the Creditor warrants that the information on the reverse is true and correct. VH Fibre must be notified in writing of any change of details given including change of ownership, name or address. Such change shall in no way derogate from my/our liability to VH Fibre.
 - 21) The Creditor agrees that VH Fibre may request and receive any information that will assist them in determining the Creditor's credit worthiness.
 - 22) This agreement constitutes the entire agreement between the parties and no amendment of, addition to, or waiver of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or by their duly authorized representatives.
 - 23) In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

I, the undersigned (*Full names in block letters*)

In my capacity as (*Designation*)..... for the Creditor, hereby

- Warrant that the above information is true and correct.
- Accept and will adhere to the terms of strictly 30 (thirty) days from date of statement.

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- Certify that I am authorized by the applicant company to sign this document, the empowering resolution already having passed and filed in the company's minute books.
 - Agree that all the purchases will be made in terms of the terms and conditions set out in this document.
 - Authorise VH Fibre to contact the above trade references and to share information on demand.

Signed aton this theday of in the year.....

.....
For the buyer (*being duly authorized hereto*)

As Witness: 1
2.....

DEED OF SURETYSHIP

1. I, the undersigned..... ID Number:.....
Home Physical Address:
and
I, the undersigned..... ID number:.....
Home Physical Address:

(hereinafter referred to as "**the Surety**"), (which said address the Surety chooses as domicilium citandi et executandi for all purposes arising out of this Suretyship) do hereby bind myself to

VH Fibre Optics (Pty) Ltd (registration number 1998/000499/07) and its successors-in-title ("**the Creditor**") as surety for and co-principal debtor in solidum with:

.....(**company name**)(**registration number**)
and its successors-in-title ("**The Debtor**") for the due and punctual performance and payment by the Debtor of all debts and obligations of whatsoever nature and howsoever arising which the debtor in its own name or any trade name may now or in the future owe to the Creditor, whether such indebtedness occurs during the lifetime or after the death of the Surety, including the payment of any damages suffered by the Creditor as a result of the failure of the Debtor to fulfill its obligations timeously or at all to the Creditor and further including any claims for loss or damages arising from the cancellation or abandonment of any contracts by the trustee, liquidator, judicial manager or receiver under compromise of the Debtor (all of which debts and obligations are hereinafter referred to as "the Debtor's obligations").

2. This Agreement of Surety constitutes an annexure to the Network Services Agreement ("**the Agreement**") between VH Fibre Optics (Pty) Ltd and the Debtor. Save where indicated to the contrary, all words and expressions herein shall bear the meanings assigned to them under the Network Services agreement entered into by the Debtor and the Creditor, if applicable.
3. The Surety's liability under this suretyship shall be unlimited.
4. The rights of the Creditor under this suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the Debtor's obligations. The Surety shall be bound by all admissions or acknowledgements of indebtedness made or given by the Debtor to the Creditor from time to time. The Surety agrees and declares that it shall always be in the Creditor's sole and absolute discretion to determine the extent, nature and duration of the facilities and terms to be allowed to the Debtor.
5. The Creditor shall be entitled, whether before or after the due date for payment or performance of the Debtor's obligations, without reference or notification to the Surety, without affecting its rights hereunder and without releasing the Surety hereunder, to release other sureties and securities; to grant the Debtor extensions of time for payment and other indulgencies; to compound or to make any other arrangements with the Debtor for the discharge in the Debtor's obligations; to accept any dividend in a liquidation or judicial arrangement on account and in reduction of the Debtor's obligations; to alter or vary any present or future agreement between the Debtor and the Creditor.
6. This suretyship is a continuing suretyship and shall remain in full force and effect notwithstanding the fluctuation in, or temporary extinction of, the Debtor's indebtedness to the Creditor. This suretyship may only be withdrawn, revoked or cancelled in writing by the Creditor.
7. As collateral security for the Surety's obligations in terms hereof, the Surety hereby cedes, assigns and makes over to the Creditor all claims of whatsoever nature the Surety now has, or in the future may have, against the Debtor, and the Surety undertakes not to make any claim against the Debtor or prove or seek to prove a claim against the Debtor or its insolvent estate until all the Debtor's obligations to the Creditor have been discharged in full.
8. The Surety hereby expressly renounces the defence of prescription and the benefits of the legal exceptions of "order", "excussion", "division", "cession of action", "no value received", "non causa debiti" and all or any exceptions which could or might be pleaded to any claim by the creditor against the Surety declaring himself / herself to be fully acquainted with meaning and effect of all such exceptions.

DEED OF SURETYSHIP (Continued)

- 9. For the purpose of any action against the Surety or this suretyship, a certificate under the signature of any director or authorized representative of the Creditor (whose appointment it shall not be necessary to prove) as to the amount owing by the Debtor and the Surety to the Creditor and as to the fact that the due date for the discharge of the Debtor's obligations and/or the Surety's obligations hereunder has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.
- 10. The Surety shall be responsible for all charges and expenses of whatsoever nature incurred by the Creditor in securing the implementation of the Debtor's obligations or of the rights of the Creditor in terms hereof, including, without limitation by virtue of the foregoing, all legal costs incurred on the attorney and client scale and collection commission.
- 11. The Surety further binds himself / herself as Surety for and co-principal debtor in solidum with the Debtor to any party to whom the Creditor may cede and/or assign any or all of its rights in respect of the Debtor's obligations, or any part thereof and declares that the terms and conditions set out herein shall in such events mutatis mutandis apply.
- 12. The Surety hereby agrees that this suretyship shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa. The Surety hereby consents to the jurisdiction of the Supreme Court of South Africa (Gauteng Provincial Division) in respect of any action taken by the Creditor in terms of this suretyship.

THUS DONE and SIGNED at on this theday of..... 20.....

CLIENT SIGNATURE ID Number:.....

1.Witness 2.Witness

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