

SKANKANE TRANSPORT CC

CREDIT APPLICATION



Please complete in full and use block letters. Please sign all alterations. Do not use Tipex or detach any part of the application form. Incomplete forms will delay the opening of your account. Return to: Skankane Transport cc, Granite Hill, Kaapschehoop Road, Nelspruit, 1200 or finances@skankane.co.za or 013 741 1378/087 754 3700

Applicant's Name:

Trading Name:

Nature Of Business:

Registration No.: Date Established:

Postal Address:

..... Code:

Physical Address:

..... Code:

Telephone No.: Facsimilie No.:

Banking Institution:

Branch: Account No.:

VAT Registration No.:

Anticipated monthly expenditure:

Method Of Payment: EFT: Cheque Payment:

Person responsible for payment:

Mobile Contact No.: E-Mail Address:

How do you accept POD & Invoices: Original: E-Mail:

Cut-off dates for invoice:

Physical Address for sending POD's and Invoices:

.....

Directors/Members

Name	ID Number	Address	Telephone No.

Supply Trade Reference (Minimum of three (3) trade references)

Name	Contact Person	Telephone No.

Person responsible for hiring vehicles:

Mobile Contact No.: E-Mail Address:

TERMS AND CONDITIONS

1. We acknowledge that your terms of payment are strictly 7 (seven) days net from date of statement.
2. We hereby agree to your conditions of agreement of vehicle hire and/or your conditions for any other services which you may render to us.
3. Interest at prime plus 3% (three percent) will be charged on all overdue accounts.
4. No transaction will be entered into without an official order.
5. In the event of Skankane Transport cc instructing Attorneys to collect from ourselves any amount owing to Skankane Transport cc, we hereby agree to pay all costs on the Attorney and own client scale and all collection charges incurred.
6. We hereby specifically consent to the jurisdiction of the Magistrate's Court for the recovery by Skankane Transport cc of any amounts owing to it notwithstanding that such amount exceeds the normal jurisdiction of the Magistrate's Court. Skankane Transport cc shall at its opinion be entitled to institute proceedings notwithstanding the foregoing consent in any other Court of competent jurisdiction at its own discretion.
7. In the event that we do not use the insurance options offered by Skankane Transport cc, we warrant that we have full and adequate comprehensive cover for the vehicle/s and shall furnish Skankane Transport cc with proof of such insurance prior to the release of the vehicle/s (failing which Skankane Transport cc will be entitled to charge its own insurance cover until receipt of proof of such insurance cover from our insurance). We acknowledge that no credit will be given to us once insurance has been charged.
8. We hereby certify that the herein contained information is true and correct in each and every aspect and may be relied upon, and we undertake to notify you in writing of any change of details shown above.
9. We acknowledge that the credit facilities granted by you to us shall be at your sole discretion as to the nature, duration and extent.
11. We, each of the signatories hereunder, bind ourselves as surety and co-principal debtor for any amounts which may be owing to you or in future as a result of this application and hereby choose the address of the Applicant as his domicilium citandi et executandi. We individually and personally warrant that we are duly and fully authorized to sign the application on behalf of the Applicant and that the Applicant is in consequence bound by our signature hereto.

For: Date:

Company / Close Corporation (stamp or print name)

..... Signature:

Authorized signatory and co-principal debtor

..... Signature:

Authorized signatory and co-principal debtor

AUTHORIZATION

This serves to authorize: (full names)

To sign the attached Credit Application on behalf of

..... (the applicant)

Signed at on this the Day of

Director / Member:

COMPANY STAMP:

**PLEASE ATTACH A CANCELLED LETTERHEAD & CANCELLED CHEQUE
FAX BACK TO 013 7378045**

SKANKANE TRANSPORT CC

STANDARD TRADING TERMS AND CONDITIONS

1. DEFINITIONS

In these trading terms and conditions, the following words shall bear the meanings assigned to them below:-

1.1 "The Company" means Skankane Transport cc and include the Company's servants and agents and any persons carrying any goods forming the subject matter of this contract under an interim's of a sub-contract with the Company, or if it exercises its rights under Clause 2 the member of the group in respect of which it exercises its rights.

1.2 "The Customer" means the party reflected on the dispatch documents as the sender of the goods, whether acting on his own behalf or in his capacity as agent or in any other capacity for a third party, or any other person at whose request or on whose behalf the Company undertakes any business or provides any advice, information or service.

1.3 "The Goods" means any goods handled, transported, or dealt with by, or on behalf of or at the instance of the Company or which come under control of the Company or its Agents, Servants or Nominees on the instructions of the Customer, and includes any container, transportable tank, flat pallet, package or any other form of covering, packaging, container or equipment used in connection with or in relation to such goods.

1.4 "The Group" means the Company and any company which is a holding company, subsidiary of the company or subsidiary of the holding company.

1.5 "The Owner" means the owner of goods to which any business concluded under these trading terms and conditions relates and any person who is, or may have, or require any interest, financial or otherwise, therein.

1.6 "Dangerous goods" includes those classified as such by Spoornet, the Marine Division of the department of Transnet, or which are considered by the Company to be dangerous.

1.7 "The handling of the goods" includes the goods being handled, warehoused, held, controlled, loaded or unloaded, carried, or otherwise possessed by the Company for any purpose whatsoever.

2. MEMBERS OF THE GROUP RENDERING THE SERVICES TO THE CUSTOMER

The Company may at its election perform all and any business undertaken or provide advice, information or services, whether gratuitous or not, either itself or it may procure that any member of the group undertakes such business or provides such advice, information or services as principal upon and subject to the terms and conditions contained herein which shall apply mutatis mutandis to the Customer and any

such member of the group.

3. NO VARIATION OF CONDITIONS

The handling of the goods shall be subject to the conditions stated herein unless specifically varied by the Company in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Customer's documentation. Should the Customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Customer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied in writing with specific reference to the Customer's contrary documentation.

4. REMUNERATION

4.1 In the absence of any written agreement to the contrary, the remuneration payable to the Company by the Customer will be in accordance with the standard tariffs of the Company.

4.2 The Company's standard tariffs are subject to review by the Company without prior notice to the Customer.

4.3 The Customer shall be liable for any duty, tax, impost, fine or outlay of whatsoever nature levied by the authorities of any port or place in connection with the goods and shall reimburse the carrier for any such amount disbursed or losses sustained by the Company in connection therewith.

4.4 In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Company shall be entitled to charge an additional fee to cover any expenses resulting there from not already included in the Company's standard tariffs.

4.5 In the event of the Company being obliged to deviate from the route selected by it, or to carry the goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority. The Company shall be entitled to charge an additional remuneration in proportion to the result in extra distance traveled.

4.6 The Company shall incur no liability in consequence of the fact that there may be a change in the amount in duty, wharfage, freight, railage or cartage, or any other tariff, before or after performance by the company of any act involving the less favorable rate or tariff by virtue of the fact that a saving might have been affected in some way, had any act been performed at a different time.

5. PAYMENT OF REMUNERATION

5.1 In the absence of any special provisions to the

contrary, payment shall be effected by the Customer in cash and not by cheque, in advance, alternatively immediately upon presentation of an account.

5.2 The Company shall in its absolute discretion be entitled to appropriate all payments made by the Customer towards the payment of any debt or obligation of whatsoever nature owing by the Customer to the Company, irrespective of when such debt or obligation arose.

5.3 Interest will accrue on all payments not made on due date at the maximum rate allowed by law from the due date for payment to the date on which payment is effected.

5.4 The Customer may not raise any claim, dispute or counterclaim as a reason for deferring payment and the customer may not withhold any payment or set of any claim or counterclaim which it may wish to raise against the amount invoiced by the Company.

6. CARRIER'S LIEN

6.1 As security for all monies (whether past or present), owing for the handling of goods, whether forming the subject matter of this agreement or otherwise, the Company shall have a lien over all goods, documents, bills of lading, import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control.

6.2 In addition, the Company shall be entitled to hold all goods as security for any other monies, which may be owing to it by the Customer from any cause whatsoever.

6.3 Notwithstanding that credit may have originally been granted by the Company to the Customer, the Company may at any time, in its sole discretion, retain possession of any goods pending the discharge of all the Customer's indebtedness to the Company, whether or not such indebtedness is related to the handling of the goods in question.

6.4 In the event of the Company retaining possession of the goods in terms of 6.1 and/or 6.2 and/or 6.3, the Company shall be entitled to store or warehouse the goods at such place as it deems fit, at the Customer's expense.

6.5 If any monies owing to the Company are not paid by the Customer within thirty days after they have become due, the Company shall be entitled without further notice:

6.5.1 to open and examine the goods;

6.5.2 to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit;

- 6.5.3 to apply the proceeds of any sale after deducting all expenses thereof in payment or deduction of any amount due by the Customer to the Company (including the storage charges envisaged in 6.4), provided that any surplus shall be paid over to the Customer without interest immediately after the sale, if the Customer's address is known, and if not, upon demand made by the Customer within ninety days of the sale.
- 6.6 The Company shall not be liable for any loss, damage or deterioration of such goods attributable to the implementation of this paragraph.
- 6.7 The Company's rights under this clause 6 are not exhaustive and are in addition to any other rights, which it may have against the Customer.
7. CUSTOMER WARRANTIES AND UNDERTAKINGS
The Customer is bound by and warrant in favour of the Company:
- 7.1 The accuracy of all descriptions, value and other particulars furnished to the Company for customs, railage and other purposes. The Customer indemnifies the Company against all expenses, claims or fines arising from any inaccuracy or an omission of descriptions, values or other particulars (even if the inaccuracy or omissions of descriptions, values or any other particulars occurs without negligence).
- 7.2 That the carriage of goods will not violate or infringe any act, regulation or law and the Customer hereby indemnifies and hold the Company harmless against any claims and/or damages, which the Company may suffer by virtue of the Customer's breach of this warrantee.
- 7.3 That the goods are the Customer's sole property, alternatively, the Customer is authorised by the person owning the goods to enter into this contract subject to these terms and conditions, and the Customer hereby indemnifies the Company against any claim of any nature made by the owner.
- 7.4 That in authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such contract the owner, sender or consignee is bound by these trading terms and conditions for itself and its agents and for any parties for whose benefit it or its agents may act, and in particular, but without prejudice to the generality of the foregoing, it accepts that the Company shall have the right to enforce against them, jointly and severally, any liability of the Customer under these trading terms and conditions or to recover from them any sums to be paid by the Customer, which upon proper demand have not been paid.
- 7.5 All goods will be properly, adequately and appropriately prepared and packed, labeled and marked, having regard inter alia to the implementation by or on behalf of the Company, or at its instance of the contract involved and the characteristics of the goods involved and are capable of withstanding the normal hazard inherent in the implementation of such contract.
- 7.6 Where goods are carried in or on containers, or any other unit load devices specifically constructed for the carriage of goods by land or air (each such device hereinafter individually referred to as the transport unit) then, the Customer warrants:-
- 7.6.1 That the transport unit has been properly loaded;
- 7.6.2 That the goods involved are suitable for carriage in or on the transport unit; and
- 7.6.3 That the transport unit is itself in a suitable condition to carry the goods loaded therein and complies with the requirements of all relevant transport authorities and carriers.
8. CONDITION OF GOODS
The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of receipt thereof by the Company shall at all times remain with the Customer, and no delivery note, receipt or other documentation furnished or signed at such time, by or on behalf of the Company, shall constitute conclusive proof thereof.
9. DANGEROUS GOODS
- 9.1 Unless otherwise agreed in writing, the Customer warrants that all goods handled are fit to be so handled in the ordinary way and are not dangerous.
- 9.2 Unless otherwise agreed in writing, the Company will not handle any dangerous, corrosive, noxious, hazardous, inflammable or explosive goods or any goods, which in its opinion are likely to cause damage.
- 9.3 The Customer shall be liable for all losses or damage caused to the Company or third parties by all goods handled, and hereby indemnifies the Company against any claims arising in connection therewith.
- 9.4 Should the Company agree to handle any dangerous goods for any purpose:-
- 9.4.1 The Customer shall furnish with the goods, a written declaration detailing the trade name, chemical composition and characteristics of the goods.
- 9.4.2 The Customer shall ensure that the goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous goods.
- 9.4.3 If, in the opinion of the company, any goods, (whether they have been declared as dangerous or not) become a danger to any person or property, the Company shall be entitled immediately and without notice to the Customer to dispose of the goods in question or take such other steps as at, in its sole discretion, it deems prudent to advert danger. In such event the Company shall:-
- i) Not be liable under any circumstances whatsoever for the value of the goods or for any other loss, sustained by the Customer as a result of such disposal; and
- ii) Still be entitled to recover from the Customer its remuneration for the handling of the goods together with any costs incurred by its disposing of them or taking other steps.
10. PERISHABLE GOODS
Perishable goods which are not taken up immediately upon arrival at their destination, or which have begun to deteriorate or are likely to deteriorate, or which are insufficiently marked or otherwise not identifiable, or where the Customer cannot be identified, or where such goods have not been collected or accepted by the Customer or any other person after the expiry of 10 (ten) days from the Company notifying the Customer in writing to collect and accept such goods, then in such event, such goods may be disposed of without notice to the Customer, and the payment or tender to the Customer of the nett proceeds of any disposition (after deduction of all charges incurred by the Company) shall be equivalent to delivery.
11. LOADING AND OFF-LOADING
- 11.1 The Customer shall ensure that the goods shall be ready for loading on the date specified and all documentation necessary in connection with the goods and the transportation thereof shall be fully and correctly prepared.
- 11.2 The Customer shall also ensure that, of all places where the Company is to collect and off-load, the goods, there will be safe, suitable and adequate access and loading and off-loading facilities and that it is possible for the Company to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment.
- 11.3 The Customer shall ensure that the goods will be sufficiently packed and prepared for carriage.
- 11.4 The Customer shall sign such certificates and receipts on loading and off-loading as the Company may require.
- 11.5 The Company shall not be under any obligation to provide any plant, power or labour which, in addition to its vehicle crew, is required for the loading and off-loading of any goods. Any assistance given by the Company in such loading or off-loading shall be at the sole risk of the Customer.
- 11.6 If delivery of any goods is not accepted by the Customer, consignee or party nominated by the Customer at the appropriate time and place, then:-
- 11.6.1 The Company shall be entitled to store the goods or any part thereof at no risk to the Company and at the expense of the Customer.

- 11.6.2 The provisions of Clause 10 hereof shall apply mutatis mutandis.
12. **ROUTE**
When carrying goods, the Company shall in its sole discretion, decide what route to follow.
13. **COMPANY'S LIABILITY FOR DAMAGE OR LOSS**
- 13.1 The goods shall be carried at the sole risk of the Customer (or owner). The Customer hereby exempts the Company from and indemnifies the company against all liability of whatsoever nature, arising directly or indirectly from the handling of the goods. This exemption and indemnity includes, but is not restricted to any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timeously, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence on the part of the Company, its servants, agents or employees or otherwise.
- 13.2 In those cases where the Company is liable to the Customer, and provided such claim arises from a gross-negligent act or omission on the part of the Company or its servants and such claim arises at a time when the goods in question are in the actual custody of the Company and under its actual control, provided the Company receives a written notice within five days after the end of transit, where the end is in the Republic of South Africa or within fourteen days after the end of transit, where the transit ends at any place outside the Republic of South Africa, then in such event, such liability of the Company howsoever arising, shall not exceed whatever is the lesser of the following respective amounts:-
- 13.2.1 The value of the goods evidenced by the relevant documentation or declared by the customer for customs purposes or for any purpose connected with their transportation;
- 13.2.2 The value of the goods declared for any insurance purposes;
- 13.2.3 Double the amount of the fees raised by the Company for its services in connection, but excluding, any amount payable to sub-contractors, agents and third parties.
14. **DEMURRAGE**
The Company shall not be liable for the demur or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges shall be refunded to the Company, such charges shall be refunded to the Company by the Customer on demand. The Customer hereby appoints the Company irrevocably and in rem suam as its agent and its name, place and stead, to contract for the storage of the goods upon such terms and conditions as the Company may, in its sole discretion, elect and without any liability whatsoever, attaching to the Company to attend to such storage.
15. **SUB-CONTRACTING**
The Company reserves the right to employ sub-contractors to act for it. Where the Company employs independent third parties to perform all, or any of the functions required of the Company, the Company shall have no responsibility or liability to the Customer for any acts or omissions of such third parties, even although the Company may be responsible for the payment of their charges. However, if the Company is suitably indemnified against all costs (including attorney and client costs), the Company shall take such action against the third party concerned on the Customer's behalf as the Customer may direct.
16. **INSURANCE**
The Company shall, only if requested to do so in writing, effect insurance on any goods being handled by it. Any such insurance effected by the Company shall be subject to the usual exceptions and conditions of the policy of the insurer or underwriter taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy. Should the insurer dispute liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any liability in relation thereto.
17. **PERMITS AND CONSENTS**
If any permit, consent or approval to handle goods is required by law or regulation, none of the Company's obligations or duties shall take effect unless, and until it obtains the relevant permit, consent or approval. The Customer shall provide all assistance and information required by the Company for the purpose of applying for, or obtaining any such permit, consent or approval.
18. **DELAY**
The Company shall not be liable for any delay occasioned by compliance with any instructions issued by the police or any competent authority, but any extra charges and costs incurred by the Company as a result of compliance with any such instruction shall be added to its charges.
19. **OWNER'S RISK**
All handling, packing, loading, warehousing and/or transportation of the goods by, and on behalf of, or at the request of the Company are effected at the sole risk of the Customer and/or the owner, and the Customer indemnifies the Company accordingly.
20. **COMPANY'S DISCRETION IN THE ABSENCE OF INSTRUCTIONS**
In the absence of specific instruction given timeously in writing by the Customer to the Company:-
- 20.1 It shall be the reasonable discretion of the Company to decide at what time to perform or procure the performance of any or all the acts, which may be necessary or requisite for the discharge of its obligations to the Customer.
- 20.2 The Company shall have an absolute discretion to determine the route and procedure to be followed by it in performing all or any of the acts or services it has agreed to perform.
- 20.3 Notwithstanding anything to the contrary herein contained, if at any time the Company should consider it to be in the Customer's interest or for the public good to depart from any of the Customer's instructions, the Company shall be entitled to do so and shall not incur any liability in consequence of doing so.
- 20.4 If events or circumstances come to the attention of the Company, its agents, servants or nominees which, in the opinion of the Company, make it in whole or in part impossible or impractical for the Company to comply with the Customer's instructions, the Company shall take reasonable steps to inform such Customer of such events and circumstances and to seek further instructions. If such further instructions are not timeously received by the company, in writing, the Company shall, at its sole discretion, be entitled to detain, sell, abandon or destroy all or part of the goods concerned at the risk and expense of the Customer.
21. **COMPANY'S OBLIGATIONS IN THE ABSENCE OF INSTRUCTIONS**
Unless specific written instructions are timeously given to, and accepted by the Company, the Company shall not be obliged to:-
- 21.1 Make any declaration for the purpose of any statute, convention or contract as to the nature or value of any goods or as per any special interest in delivery. In particular, the Company shall be under no obligation to make any declaration or to seek any special protection or cover from any carrier in respect of any goods which are or fall within the definition ascribed thereto by that body of dangerous goods or other goods which require special conditions of handling or storage.
- 21.2 Arrange for any particular goods to be carried, stored or handled separately from other goods.
22. **WAREHOUSING**
Pending forwarding and/or delivery by, or on behalf of the Company, goods may be warehoused or otherwise held at any place as determined by the Company in its absolute discretion at the Customer's expense.
23. **EXAMINATION OF LANDED GOODS**
Where it is necessary for an examination to be held or other action to be taken by the Company in respect of any discrepancy in the goods, which are landed or discharge from any vessel, vehicle, aircraft or transport unit, no responsibility shall attach to the Company for any failure to hold such examination or to take any other action unless the Company has been timeously advised by the landing or discharging agent that such goods have been landed and that such discrepancy exists.

The Company will not be responsible for examining any goods if they are packed in such a manner that their numbers cannot be easily ascertained. Should the Company undertake to count goods it will incur no liability for inaccuracy and will be entitled to charge for its efforts.		goods a FIATA combined Transport Bill of Landing (FBL), provided that where a FBL is issued, these trading terms and conditions shall continue to apply except insofar as they conflict with the terms and conditions applicable with the FBL. The issue of a FBL by the Company shall entitle it to raise an additional charge.		31.4	The Customer causing a notice of surrender of his estate in terms of the Insolvency Act 24 of 1936, as amended;
24.	SOLE AGREEMENT This agreement constitutes the sole record of the agreement between the parties. The Company shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.	29.	COMPANY ENTITLED TO ACT AS AGENT OR PRINCIPLE IN CONTRACTING Unless otherwise agreed in writing the Company, in procuring the carriage, storage, packaging or handling of goods, shall be entitled to act either as agent for and on behalf of the Customer or as a principal, as it in its absolute discretion deems fit. The Customer acknowledges that when the Company as agent for and on behalf of the Customer concludes any contract with a third party, such agreement is concluded between the Customer and the third party.	31.5	The Customer dying;
25.	VARIATION No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect, unless recorded in writing and accepted by the Company in writing.			31.6	The Customer's estate being placed under any order of provincial or final sequestration, winding up or judicial management, as the case may be; then the entire amount owing by the Customer to the Company shall immediately become due and payable, and the Company shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel this agreement and any order accepted in terms of this agreement without notice to the Customer, or to claim specific performance of all the Customer's obligations whether or not otherwise then due for performance in either event without prejudice to the Company's right to claim damages.
26.	INDULGENCE AND WAIVER No relaxation or indulgence, which the Company may grant to the Customer, shall constitute a waiver of the rights of the Company and shall not preclude the Company from exercising any of its rights which may have arisen in the past or which might arise in the future.	30.	GOODS REQUIRING SPECIAL ARRANGEMENTS Except under special arrangements previously made in writing, the Company will not accept or deal with alcoholic beverages, bullion, coins, precious stones, jewellery, valuables, antique pictures, human remains, livestock or plants. Should such goods be delivered to the Company without such written arrangement, the Company will then not be liable for any loss in respect of such goods.	32.	DEBTING FEES AND DISBURSEMENTS The Company shall be entitled to raise a debit and obtain payment in respect of any fee or disbursement incurred by it.
27.	APPLICABLE LAW The proper law of this agreement is the law of the Republic of South Africa, and accordingly, any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the Republic of South Africa.	31.	BREACH The Customer agrees and acknowledges that in the event of:	33.	QUOTATIONS The Company shall be entitled at any time, by notice to the Customer, to cancel or resale from any quotation or executory agreement in circumstances where it becomes impractical or uneconomical for the Company to carry out the contract at the quoted rate and the Customer shall have no claim whatsoever against the Company for any loss the Customer might incur. All quotations and agreements are subject to revision without prior notice to the Customer.
28.	FIATA COMBINED TRANSPORT BILL OF LANDING The Company shall be entitled to issue, in respect of the whole or part of any contract for the movement of	31.1	The Customer breaching any of the terms of this agreement;		
		31.2	The Customer failing to pay any amount due and payable on due date;	34.	DISPUTES In the event of any dispute, the Customer shall be obliged to perform its obligations in terms of this agreement, pending its resolution, and the Customer shall not be entitled to withhold payments of any amount by reason of any dispute with the Company.
		31.3	The Customer suffering any civil judgement to be taken or entered against it;		

ACCEPTED BY:

.....		
Name	Signature	Date

For and on behalf of the customer

WITNESS:

.....		
Name	Signature	Date