



TERMS AND CONDITIONS:

The Debtor by his signature hereto acknowledges to be bound by the following terms and conditions which will be applicable to all agreements concluded between the Debtor and Creditor unless verified in writing:

1. Normal terms of payment 30 days from date of statement for current account only and any extension of time allowed for payment will not prejudice these conditions.
2. With regards to placement of first order for a new, approved customer, special terms of payment will be arranged. These terms may include, but not limited to full payment upfront, a deposit on placement of order and remainder on delivery or completion of project.
3. Any costs incurred by CONTROLLED ENGINEERING SOLUTIONS COMPANY(PTY) Ltd, hereafter called CESCO, in collecting overdue payments will be done by the Debtor and where credit limit or terms are exceeded. CESCO reserves the right to request guarantee of appropriate security.
4. Ownership of goods supplied remains with CESCO until paid for in full, and may not be returned for credit after 7 days, or in the case of goods manufactured or ordered especially for client, unless agreed to in writing.
5. In the event of any amount payable by the Debtor not being paid in full on or before the due date, all amounts then outstanding by the Debtor to the Creditor shall be come due, owing and payable.
6. CESCO shall be entitled to change interest on all outstanding amounts at the maximum rate permissible from time to time in terms of the Usury Act, No 73 of 1968 or any subsequent amendment thereof. Such interest shall be calculated and capitalised on a monthly basis.
7. The Debtor hereby consents to jurisdiction of the Magistrates court, but notwithstanding same the Creditor may institute action in any other court at its own discretion.
8. In the event of the Creditor instructing attorney to collect any amount due by the Debtor, the Debtor shall be liable to pay all costs on an attorney client scale; collection charges and fees which may arise.
9. The Debtor hereby chooses his domicilium citandi et executandi for all matters arising here from, the address appearing under delivery address above, and each



Director chooses his domicilium citandi et executandi as the address appearing next to his name.

10. Credit facilities may be withdrawn by the Creditor at any time without prior notice, and the Creditor reserves the right to review the extent nature and duration of such facilities at all times.
11. All payments payable by the Debtor are to be made without deduction or demand and free of bank exchange to the Creditor at its head office or at any street address of branches, shown on the face of this application.
12. The Creditor shall not be bound by any bona fide errors and/or omission made in relation to the Debtor's account or the changes made in respect whether they be in arithmetical calculation, incorrect price quotations or otherwise.
13. No representative of the Debtor is authorised to vary any of the terms and conditions contained herein without the written consent of one of the directors of the Creditor.
14. This application constitutes the entire agreement between the Debtor and the Creditor and no representation or variation or amendment to any of the terms and conditions contained herein shall be valid and binding on the Creditor unless reduced to written and signed by both parties.
15. The Debtor warrants that no information has been withheld which, if disclosed would influence the decision of the Creditor to grant credit to the Debtor.
16. The Creditor may:
 - a) Perform a credit search on the Debtor's record with one or more of the Registered Credit Bureaux when assessing the applicant's application for credit.
 - b) Monitor the Debtor's payment behaviour by researching his/her record at one or more of the Credit Bureaux.
 - c) Use new information and data obtained from Credit Bureaux in respect of the Debtor's future credit application.
 - d) Record the existence of the Debtor's account with any Credit Bureaux.
 - e) Record and transmit of how the Debtor has performed, and how the account is conducted by the Debtor in meeting his/her obligations on the account.
17. Use information obtained from one or more Credit Bureaux to assess future credit applications by the applicant and members of his/her family.
 - a) The Debtor acknowledge and agrees that any information regarding his/her credit worthiness defaults in payment to the Creditor, and details of how

CONTROLLED ENGINEERING SOLUTIONS COMPANY (PTY) Ltd trading as:



Company Registration: 2016/235195/07

Vat Registration Number: Pending

Unit 5

13 Lavendergate Crescent

Southgate Business Park

Umbogintwini

PostNet Suite 98

Private Bag X20015

Amanzimtoti, 4125

TEL: 031-914-0209

his/her account with the Creditor is conducted may be disclosed to any other
Creditor of the Debtor or to one or more Credit Bureaux.

I the Undersigned _____ Warrant -

That I am duly authorised to bind the Debtor and to sign this document.

That the above information is true and correct.

The Debtor shall be bound by the terms and conditions set out above.

DATE: _____ THIS _____ DAY OF _____ 20_____

AS WITNESS:

1. _____

SIGNED IN MY PERSONAL CAPACITY
AND FOR AND ON BEHALF OF THE
DEBTOR AND BY MY SIGNATURE.
HERETO I WARRANT THAT I AM SO
AUTHORISED TO SIGN THIS DOCUMENT.

2. _____