TERMS AND CONDITIONS OF CREDIT/HIRE INCORPORATING UNLIMITED DEED OF SURETYSHIP

Wonway Tool Hire (Pty) Ltd Referred To As The Supplier

1. In the event that the Applicant is a Partnership, Close Corporation, Company or Trust, one or more or all the partners/members/directors or trustees shall sign the UNLIMITED DEED OF SURETYSHIP printed hereunder whereby he/they bind himself/themselves as SURETY(IES) and coprincipal debtor(s) in solidum in favour of the Supplier in respect of the Applicant's indebtedness to the Supplier.
2. The Applicant shall be required to pay a deposit in the amount reflected in the Quotation/s provided by the Supplier prior to the Supplier dispatching/delivering any goods.
3. The abovementioned deposit shall be paid into the nominated bank account of the Supplier within 5 days of receipt of the quotation. No goods shall be delivered without the above-mentioned deposit first having been paid by the Applicant who shall provide the Supplier with a proof of payment to the Suppliers satisfaction.
4. The Quotation provided by the Supplier will contain the Deposit amount payable, the number of days of hire requested and all other ancillary conditions relating to the Deposit requirement.
5. If the Applicant requires the goods for a longer period than initially agreed, the abovementioned deposit must be topped up in proportion to the additional period of hire.
6. The abovementioned top up amount shall be determined in the sole discretion of the Supplier with reference to the nature of the equipment and the additional period of hire requested.
7. If the Applicant fails to:

   (i) Inform the Supplier of the additional hire period required; and/or

   (ii) Pay the additional top up amount in full as contained in clause (5a) within 24 hours of receipt notice from the Supplier to do so the Supplier shall be entitled to immediately cancel this agreement and to reclaim possession of the goods without further notice to the Applicant. The Supplier shall further be entitled to reclaim from the Applicant any loss or damage sustained because of the Applicants failure aforesaid.
8. All amounts paid by the Applicant to the Supplier which are not utilized and/or are more than what the Supplier requires will be refunded to the Applicant.
9. The Applicant shall not be entitled to set-off any amounts which maybe claimed by the Applicant from the Supplier against ay amounts owing by the Applicant to the Supplier. The Supplier shall, however, enjoy such right of set-off.
10. All risk in goods purchased shall pass to the Applicant on delivery thereof. Ownership however shall remain with the Supplier and only pass to the Applicant on full payment of the purchase price thereof.
11. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by die Applicant in good condition, whether signed by the Applicant, an employee, an agent, a representative or nominated transporter of the Applicant.
12. The Supplier shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Applicant's specifications unless written notice is received by the Supplier withing 48 hours of delivery of hired machinery.
13. The Supplier shall not, under any circumstances, be liable for:

    a. Any consequential loss suffered by the Applicant, from whatsoever cause arising; and/or

    b. Any claim(s) brought by the Applicant in consequence of any delays and/or shortages in delivery, defective or failure of the goods to comply with the Applicant's specifications; and/or

    c. Any damages suffered by the Applicant, whether through accident, recklessness, third party fraud or any other cause(s).

14. The parties hereto consent that any claim or dispute arising out of this agreement or any other agreement between them shall, at the sole election of the Supplier be resolved in the Magistrates' Court, notwithstanding the amount thereof. In this regard, the Applicant hereby consents to the jurisdiction of the Magistrates Court as envisaged in Section 45 of the Magistrates Court Act 32 of 1944.

15. The Applicant acknowledges and agrees that the following terms and conditions are also to apply to the hire of goods:

    a. Equipment is charged for time out at a daily rate and not time used.

    b. The Applicant is strictly liable in respect of all losses and damages occasioned to hired goods, plant or equipment;

    c. The Applicant hereby indemnifies and holds the Supplier harmless against any claim that may be brought against the Supplier by any person resulting from the use or abuse of the third hired goods;

    d. The Applicant shall be liable for the cost of cleaning hires goods, that are returned;

    e. All risk in hire goods shall remain with the Applicant from the date of delivery of same to the date when the hired goods are collected by the Supplier or returned by the Supplier by the Applicant.

    f. The Applicant shall be liable to take out insurance on capital plant hired and accessories. Where the hire rate includes insurance, the Applicant shall be liable to pay an excess fee equal to 10% of the replacement value of the hired goods in the event of any insurance claim.

16. The Applicant agrees to pay, on demand, all legal costs incurred by the Supplier calculated on the scale as between attorney and own client in the event of the Supplier instituting legal action against the Applicant.

17. A certificate signed by a director of the Supplier (who appointment shall not be necessary to prove) shall constitute prima facie proof as to the amount owing by the Applicant to the Seller for the purpose of obtaining any judgment or order of court.

18. The Applicant and the SURETY(IES) hereby nominate the Applicant's physical address as recorded herein as their domicile citadel et executant.

19. This agreement constitutes the entire agreement between the parties, and the Applicant agrees that no amendments or variation hereof shall be binding upon the Supplier unless reduced to writing and signed by the Supplier.

20. No extension of time or any other relaxation or indulgence granted by the Supplier to the Applicant shall be deemed to be a waiver by the Supplier of any of its right or a novation of any of the terms and conditions of this agreement.

21. In signing this form, the parties hereto agree to the following: Various security checks being carried out, including but not limited to credit rating, banking details, deeds search, any previous criminal activity and verification of above information. Subject to non-payment, the Applicant's details will be forwarded to Accountability, various credit information providers, as well as all other hire shops and retail companies that may be security risk from Applicant's non-payment of accounts.

22. This agreement will come into full force and effect upon the Applicant signing the agreement.

Signed by Applicant

Full name	Signature
ID / Reg number	Date

UNLIMITED DEED OF SURETYSHIP

Wonway Tool Hire (Pty) Ltd Referred To As The Supplier

23. I, the undersigned, hereby bind myself as surety and co-principal debtor in solidum in favour of the Supplier for the due and punctual payment by the Applicant of all debts and obligations, from whatsoever cause and howsoever arising, which the Applicant may in the past, or now, or from time to time hereafter owe or be obliged to fulfil to the Supplier and/or the Supplier's successors and assigns.
24. This suretyship shall remain in full force and effect until cancelled by the Supplier in writing.
25. I renounce the benefits of the legal exceptions of excursion and division, cession of action and no value received.
26. This suretyship is not dependant on any other suretyship being given or remaining in force.
27. I accept that the extent and term of the agreement given to the Applicant are in discretion of the Supplier and are within the Applicant's contractual powers.
28. I consent in terms of Section 45 of act 32 of 1944 to the jurisdiction of the Magistrate's Court of the district entitled to hear this action in term of Section 28 of the said Act, notwithstanding the amount of the dept. This consent does not exclude the jurisdiction of any other competent Court.
29. I agree to be liable for payment of the Supplier's legal fees on a scale as between Attorney and own client in the event of the Supplier instituting legal action against me.

Signed by Surety

Full name	Signature
ID / Reg number	Date

CONSENT FORM IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPI)

30. I, the Customer hereby give my consent and voluntarily agree that the Supplier may process the personal information provided which may include but not limited to; name, identification number or registration number, telephone number, email address, physical address, and financial information.
31. Processing shall include the receipt, recording, organising, collation, storage, updating or modification, retrieval, alteration, consultation, and use; the dissemination by means of transmission, distribution or making available in any other form, or the merging, linking as well as blocking, degradation, erasure or destruction of information, as described by POPI.
32. This consent is effective immediately and will remain effective until such consent is withdrawn.
33. The personal information collected may only be processed if it is adequate, relevant and not excessive, given the purpose for which it is processed, and if processing occurs in accordance with the relevant provisions of POPI. The purpose of the processing in information must relate to the Supplier's business functions and activities.
34. Personal information may be processed in terms of POPI only if:
    a. Processing is necessary to carry out actions for the conclusion or performance of any agreement to which the Customer is a party;
    b. Processing complies with an obligation imposed on Supplier by law;
    c. Processing protects a legitimate interest of the Customer;

d. Processing is necessary for the performance of a public law duty, and/or

e. Processing is necessary for pursuing the legitimate interests of the Supplier.

35. As a customer I/we have the following rights in terms of this consent:

a. The right to know what information is being kept, how it is being used, and when it will be disclosed;

b. The right to correct my/our details. The Supplier will attempt to keep information updated. Should any of the information of the Customer change, the Supplier should be notified to ensure that all records are accurate as possible.

36. I/we consent to process my/our personal information for the following reasons:

a. For the Supplier to evaluate, verify and let me/us to determine whether credit may be provided. This process may include providing the my/our personal information to a 3rd party to perform a consumer/commercial report to establish my/our credit score;

b. To receive marketing information. I/we expressly consent to the processing of my/our personal information for marketing purposes and may receive marketing materials, relevant to the Supplier in the form of SMSs, WhatsApp messages, emails, etc.;

c. To provide my/our personal information to a 3rd party to transport the Supplier's product;

d. To provide my/our personal information to claim, on behalf of the Supplier, any costs or damages suffered by the Supplier.

Signed by Customer

Full name	Signature
ID / Reg number	Date

CONSUMER CONSENT IN TERMS OF REGULATION 18(5) OF THE NATIONAL CREDIT REGULATIONS

37. I hereby grant my informed consent to a confidential credit check on me for the purpose of compliance with the provisions of Section 81(2) of the National Credit Act, No 34 of 2005 as amended, that relates to the prevention of the extension of reckless credit.

38. It is further understood that the credit report obtained under this consent will be used solely for the purpose set out in Regulation 19(4) (c) or (e) to (g).

Signed by Customer

Full name	Signature
ID / Reg number	Date