

CREDIT APPLICATION, INFORMATION STATEMENT AND AGREEMENT **BOTTOM LINE SOLUTIONS (PTY) LTD**

Dear Customer

We thank you for your interest in becoming a BOTTOM LINE SOLUTIONS t/a BLS PORTCO SA customer. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

E-mail: nadine@blsportco.co.za

We further require that the original application form be forwarded to the following address:

5 Abrey Road
Abrey Eco Park
Coral Block
Kloof
Durban
3640

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable

**THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE
AND SURETYSHIP ACCEPTANCE.**

SECTION A – Questionnaire

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **BOTTOM LINE SOLUTIONS (PTY) LIMITED** t/a **BLS PORTCO SA** registration number **1998/023428/07** (hereinafter referred to as "**BLS PORTCO SA**"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
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2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

3.1 Postal Address _____
_____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____

3.4 Telephone Numbers Area Code (_____) _____

3.5 Telefax Number Area Code (_____) _____

3.6 Cellular Number _____

3.7 e-Mail address _____

3.8 Name, Address, and Contact number of Landlord _____

3.9 Person responsible for account payment _____

3.10 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____
(First National Bank applicants are required to attach a Bank Code letter to this application)

5.2 Branch _____

5.3 Account Number _____

5.4 Account Holder Name _____

5.5 Branch Code _____

Please initial here _____

- 5.6 Type of account _____
- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number (SA Citizens only)	Residential Address	Residential Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Residential Address	Residential Phone

7. Details of beneficial owners of THE APPLICANT - SA CITIZENS & FOREIGN NATIONALS

Full Name	Nationality	ID Number / Passport Number

8. Details of Shareholders of THE APPLICANT

Full Name of individual/entity	ID Number / Entity Registration Number	Nationality	Registered / Physical Address

9. Trade References

Company (Supplier) Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

Please initial here _____

10. The following credit limit request is for assessment purposes only and does not form part of this contract:

10.1 Amount of credit required R _____

10.2 Estimated monthly purchases R _____

The limit inserted above does not, inter alia, constitute an obligation on behalf of BLS PORTCO SA to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to BLS PORTCO SA.

11. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

11.1 Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 1 million?	YES	NO
11.2 Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 2 million?	YES	NO

12. In terms of the Companies Act 71, of 2008 please state:

12.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
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12.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
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13. Please provide the following supporting documents:

Latest Audited Financial Statements
Company // Close Corporation // Trust registration documents
Copies of ID documents and/or Passports of all the directors, members, and sole proprietors of THE APPLICANT
Letter from the bank confirming the account is in good standing and/or a bank code letter
Copy of BEE Certificate
Tax Clearance Certificate
VAT Registration Certificate

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with BLS PORTCO SA and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
 - 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by BLS PORTCO SA. Settlement is affected only on receipt of cash or by way of Electronic Funds Transfer (EFT) or any other payment instrument acceptable to BLS PORTCO SA and shall be made to BLS PORTCO SA free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by BLS PORTCO SA is entirely at the discretion of BLS PORTCO SA and may be withdrawn at any time.
 - 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from BLS PORTCO SA, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and BLS PORTCO SA shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
 - 1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of BLS PORTCO SA invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.
2. **Change of address**
THE APPLICANT undertakes to notify BLS PORTCO SA in writing within 7 (seven) days of any change of address.
3. **Change of ownership**
THE APPLICANT undertakes to notify BLS PORTCO SA, in writing, within twenty days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to BLS PORTCO SA.

Please initial here _____

4. **Domicilium**

THE APPLICANT and the signatory hereto choose their *Domicilium Citandi et Executandi* (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents, and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. **Consent to sharing information and retention periods**

5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that BLS PORTCO SA has consent to: -

5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANTS in terms of this agreement.

5.1.2 BLS PORTCO SA may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.

5.1.3 If THE APPLICANT fails to meet his/her/its commitments to BLS PORTCO SA, BLS PORTCO SA may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

5.3 BLS PORTCO SA is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by BLS PORTCO SA staff, representatives, and sub-contractors and BLS PORTCO SA makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information BLS PORTCO SA has collected, processed, and shared.

5.4 BLS PORTCO SA will only use THE APPLICANT'S personal information for the purpose for which it is required, to collect, process, and share THE APPLICANT'S personal information, in order to give effect to the provisions contained in this agreement. THE APPLICANT'S personal information is collected and processed by BLS PORTCO SA'S staff, representatives, and sub-contractors and BLS PORTCO SA makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information BLS PORTCO SA has collected, processed, and shared. THE APPLICANT is entitled at any time to request access to the information BLS PORTCO SA has collected, processed, and shared.

6. **Pricing increments**

6.1 Prices quoted by BLS PORTCO SA are determined from time to time and are subject to increases, at the discretion of BLS PORTCO SA. BLS PORTCO SA shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

6.2 Unless otherwise specified, BLS PORTCO SA prices include packing and delivery in accordance with its standard practice. BLS PORTCO SA reserves the right to make additional charges if THE APPLICANT requires a method of packing or delivery different to that normally employed by BLS PORTCO SA; such charges will be as stated in the Contract.

7. **Valid orders**

7.1 THE APPLICANT acknowledges that it does not rely on any representations made by BLS PORTCO SA in regard to the goods and services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures, and other technical data furnished by BLS PORTCO SA in respect of the goods or services orally or in writing will not form part of the agreement in any way unless agreed to in writing by BLS PORTCO SA.

7.2 In the event of any order being given to BLS PORTCO SA on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

7.3 All quotes are subject to the availability of the goods or services and subject to correction of bona fide errors by BLS PORTCO SA and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of BLS PORTCO SA before acceptance of the order.

8. **Quotations:**

Quotations where given, shall be on the basis of immediate acceptance and shall be subject to the withdrawal or revision BLS PORTCO SA. Further, unless otherwise agreed in writing, BOTTOM-LINE SOLUTIONS shall, notwithstanding acceptance, be at liability to revise any quotation or charges with or without notice, in the event of changes occurring in currency exchange rates, rates of freight, customs duty, surcharges, insurance premiums, equipment rental rates, labour rates or any other charges applicable to the handling of the goods.

9. **Delivery**

9.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor, or employee of THE APPLICANT on BLS PORTCO SA official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

9.2 Any delivery date stated on any order confirmation is approximate only. BLS PORTCO SA shall not be bound by that date but will make all reasonable efforts to deliver by that date.

9.3 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

9.4 Whilst BLS PORTCO SA will endeavour to ensure that goods and/or services are delivered timeously, it shall not be responsible for any delays in the delivery of such goods and/or services, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.

9.5 The risk in and to the goods shall pass from BLS PORTCO SA to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of BLS PORTCO SA delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by BLS PORTCO SA. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9.6 Pending forwarding and delivery, goods may be warehoused or otherwise held at any place at the sole discretion of BLS PORTCO SA at THE APPLICANT'S risk and expense.

10. **Copyright**

THE APPLICANT acknowledges BLS PORTCO SA intellectual property rights in the goods and shall not infringe such intellectual property rights.

Please initial here _____

11. Payment to BLS PORTCO SA

- 11.1** All payments shall be made to BLS PORTCO SA place of business. In the event of any payments transferred to the incorrect banking account THE APPLICANT shall still be liable to BLS PORTCO SA for payment. Should BLS PORTCO SA at any time advise THE APPLICANT of any change to BLS PORTCO SA banking account details THE APPLICANT shall confirm such change with a Manager of BLS PORTCO SA before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging BLS PORTCO SA to afford THE APPLICANT any such indulgence to effect payment after due date.
- 11.2** BLS PORTCO SA is entitled to the benefit of any discounts obtained and to be paid all brokerages, commissions, allowances and other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to its customers or principles for any such remunerations received by it.
- 11.3** Unless otherwise specifically agreed by BLS PORTCO SA all sums shall be paid to BLS PORTCO SA in cash immediately upon presentation of account. Payments shall not be withheld or deferred in account of any counterclaim or set-off unless agreed to in writing by BLS PORTCO SA.
- 11.4** Notwithstanding any prior dealings between BLS PORTCO SA and its customer, all documents and other matter including cash, bank drafts and other remittances, sent to BLS PORTCO SA through the post shall be deemed not to have been received by BLS PORTCO SA unless and until they are actually delivered to BLS PORTCO SA by the Postal Authorities.
- 11.5** All goods and/or services and documents and relating to goods including bills of lading and import permits, as well as all refunds, repayments, claims and other recoveries, shall be subject to a special and general lien and pledge in favour of BLS PORTCO SA either for monies due in respect of such goods or for other monies due to company from THE APPLICANT, sender, owner, consignee, importer or the holder of the bill of lading or their agents, if any. If monies due to BLS PORTCO SA are not paid within 14 days after the notice has been given to the person from whom the monies are due that such goods or documents are being detained, they may be sold by auction or otherwise or in some other way disposed of for the value at the sole discretion of BLS PORTCO SA and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness.

12. Disposal of Goods

- 12.1** Perishable goods in the care, custody or control of BLS PORTCO SA which have begun or are likely to deteriorate or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to THE APPLICANT, sender, owner or consignee and the payment or tender of the nett proceeds of any sale after the deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be for the account of THE APPLICANT and may be deducted.
- 12.2** BLS PORTCO SA shall be entitled to sell or dispose of non-perishable goods in any circumstances;
- 12.2.1** where a customer cannot be identified;
- 12.2.2** where the goods cannot be delivered because they are insufficiently addressed; or
- 12.2.3** where the goods have not been collected or accepted by THE APPLICANT or any other person. Where BLS PORTCO SA has an address for THE APPLICANT then such sale shall be affected only after the expiration of 21 days from the posting to that address of written notice calling upon THE APPLICANT to collect. All charges and expenses arising in connection with the storage and sale, or disposal of the goods shall be for the account of THE APPLICANT. A communication from any agent or correspondent of BLS PORTCO SA or any third party as referred to in this agreement to the effect that the goods cannot be delivered for any reason shall be conclusive of that fact.

13. Liability for special and express instructions

- 13.1** Wherever it is necessary, for the purpose of these conditions or any other purposes whatever, for instructions to be given to BOTTOM LINE SOLUTIONS, such instructions shall be recognised by BLS PORTCO SA as valid only if given timeously and specifically in relation to the matter in question. Standard or general instructions or instructions given late, even if received by BLS PORTCO SA without comment, shall not be binding upon BLS PORTCO SA.
- 13.2** If at any stage in any transaction BLS PORTCO SA should consider that there is good reason in THE APPLICANT's interest to depart from any of THE APPLICANT's instructions, BLS PORTCO SA shall be permitted to do so, and it shall not thereby incur any additional liability.
- 13.3** In the absence of special instructions, it shall be in the entire discretion of BLS PORTCO SA to decide at what time to perform any or all of the various acts which may be necessary for the completion of its services in relation to any particular matter. BLS PORTCO SA shall have no liability or responsibility by virtue of the fact that there may be change in the rate of duty, wharfage, freight, railage or cartage, or any other tariff, before or after the performance by BLS PORTCO SA of any act involving a less favourable rate of tariff, by virtue by the fact that a saving might have been effected in some other way had the act been performed at a different time.
- 13.4** In the absence of written instructions BLS PORTCO SA reserves to itself the absolute discretion as to the means, route and procedure to be followed in performing all or any of the acts or services required.
- 13.5** BLS PORTCO SA shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature of any goods or as to any special interest in delivery or otherwise unless expressly instructed by THE APPLICANT in writing. In particular, the Republic of South Africa, BLS PORTCO SA shall be under no obligation – unless written instructions to that effect are given to BLS PORTCO SA – to make any declaration or to seek any special protection or cover from Transnet and its operating divisions, or from any other carrier, in respect of any goods which are, or fall within the definition by that body of, dangerous or very dangerous goods, or goods liable to be stored in the open.
- 13.6** In all cases where there is a choice in tariff rates or premiums offered by carriers, warehouseman, underwriters, or others, depending on the value declared or the extent of the liability assumed by the carrier, warehouseman, underwriter or other person, it shall be in the entire discretion of BLS PORTCO SA as to what declaration, if any, shall be made and what liability, of any, shall be imposed on the carrier, warehousemen, underwriter or other persons, unless express instructions in writing are timeously given by THE APPLICANT.
- 13.7** BLS PORTCO SA shall have no obligation to take any action in respect of any goods which may be recognisable as belonging to its customer unless it has received suitable instructions relating to such goods together with all necessary documents. In particular BLS PORTCO SA shall not be obliged to notify THE APPLICANT of the existence or whereabouts of the goods or to examine them or take any other steps for their identification, protection or preservation of any claim by its customers or any other party against the carrier, insurer or any third party.

Please initial here _____

14. Responsibility for losses, damages, or delays

- 14.1** BLS PORTCO SA will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, infectious diseases, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of BLS PORTCO SA .
- 14.2** BLS PORTCO SA provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.
- 14.3** The following shall apply in respect of goods liable to cause damage:
- 14.3.1** no goods, including radioactive materials, which are or may become dangerous, inflammable or noxious, or which by their nature may become liable to cause injury or damage to any person, goods or property whatsoever, shall be tendered by BLS PORTCO SA or its agents unless they are prominently marked in the outside of the container as well as on all relevant documentation so as to indicate clearly the nature and character of the goods, and so as to comply with any applicable laws, regulations or requirements of any authority or carrier, including the markings and descriptive requirements of I.A.T.A or the I.M.D.G code.
- 14.3.2** If any such goods are tendered to BLS PORTCO SA without its written consent or without being marked as aforesaid, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of BLS PORTCO SA and at the entire risk and expense of the customer, without compensation to him or to any party and without prejudice to BLS PORTCO SA's right to its charges or fees including the cost of destruction or disposal.
- 14.3.3** Notwithstanding the acceptance of the goods with its express consent, BLS PORTCO SA may nevertheless for good reason, such as the risk to other goods, property, life, or health, destroy or otherwise deal with the goods at the entire risk and expense of the customer, without compensation to him or any other party, and without prejudice to BLS PORTCO SA's right to its charges or fees including the cost of destruction or disposal.
- 14.3.4** Whether or not the customer was aware of the nature of the goods and whether or not BLS PORTCO SA's written acceptance thereof was obtained, the customer shall be deemed to have indemnified BLS PORTCO SA against all loss or liability caused to BLS PORTCO SA as a result of the tender of the goods to BLS PORTCO SA.
- 14.3.5** The expression 'goods liable to cause damage' shall include goods likely to harbour or encourage vermin or other pests.
- 14.3.6** The customer shall be responsible for compliance with all regulations relating to such goods aforesaid in force in any country or its territorial waters.
- 14.4** BLS PORTCO SA shall not accept liability for the handling of any bullion, coins, precious stones, jewellery, valuables, antiques, bank notes, securities and other valuable documents or articles, livestock, or plants unless special arrangements have previously been made in writing. Should any customer nevertheless deliver such goods to BLS PORTCO SA or cause BLS PORTCO SA to handle such goods, shall bear no liability whatsoever, for or in connection with any loss or damage to the goods.
- 14.5** THE APPLICANT shall be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to BLS PORTCO SA for customs, consular and other purposes, shall be deemed to have been indemnified BLS PORTCO SA against all claims, losses, penalties, damages, expenses, and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- 14.6** Except where BLS PORTCO SA is instructed in writing to pack the goods, THE APPLICANT warrants that all goods have been properly and sufficiently packed and/or prepared.
- 14.7** THE APPLICANT shall indemnify BLS PORTCO SA and hold it harmless against liability for any duties, taxes, levies, deposits or outlays of whatsoever nature levied by the authorities or other parties in respect of the goods, and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by BLS PORTCO SA in connection therewith.
- 14.8** BLS PORTCO SA shall not in any circumstances be liable for any loss or damage to goods or for non-delivery whether on grounds of breach of contract or negligence, unless it is proved that the loss, damage, non- delivery occurred whilst the goods were in the actual custody of BLS PORTCO SA and under its actual control.
- 14.9** Subject to the terms of Clause 15.8 above BLS PORTCO SA shall be under no liability whatsoever, whether on grounds of breach of contract, or negligence, in respect of any type of loss or damage, howsoever arising in respect of or in connection with any goods or any instructions, business advise, information or services or otherwise, unless it is proved that the loss or damage was caused by the gross negligence of BLS PORTCO SA .
- 14.10** Notwithstanding anything hereinbefore contained BLS PORTCO SA shall not, in any circumstances, be liable for damages arising from loss of market, or attributable to delay in forwarding or in transit, or failure to carry out the instructions given to it or for any consequential loss howsoever caused.
- 14.11** Notwithstanding anything hereinbefore contained BLS PORTCO SA shall be discharged from all liability –
- 14.11.1** for loss non-delivery if any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-delivery, however caused, unless notice be received in writing within 5 (FIVE) days of the end of the transit where the transit ends in the Republic of South Africa, or within 14 (FOURTEEN) days after the end of the transit where the transit ends at any place outside the Republic of South Africa;
- 14.11.2** for loss or non-delivery of the whole of the consignment, however caused, unless notice be received in writing within 28 (TWENTY-EIGHT) days of the date upon which the goods should have been delivered.
- 14.12** In no case whatsoever, shall any liability of BLS PORTCO SA, howsoever arising, exceed the value of the goods or the value declared by THE APPLICANT for insurance, customs or carriage purposes, or an amount determined as set out below, whichever is the lowest;
- 14.12.1** Inward and outward consignments received or to be forwarded by airfreight – R25 per consignment;
- 14.12.2** Inward and outward consignments received or to be forwarded by sea freight or other surface carriage, excluding parcel post – R50 per 1000 kilograms or part thereof;
- 14.12.3** Inward and outward parcel post consignments – R15 per consignment. If it is desired that the liability of BLS PORTCO SA should not be governed by these limits, written notice thereof must be given to BLS PORTCO SA before any goods or documents are entrusted to BLS PORTCO SA, together with a statement of the value of the goods. Upon receipt of such notice BLS PORTCO SA may agree to its liability being increased to a maximum amount stated in the notice, in which case it shall be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed by doing so to have agreed and undertaken to pay BLS PORTCO SA the amount of the premium payable by BLS PORTCO SA for such insurance.

Please initial here _____

- 14.13** Where, as a result of any act or omission by BLS PORTCO SA, duty, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied, which should not have been paid or levied, or has been paid and levied in an incorrect amount, then any responsibility or liability to THE APPLICANT which BLS PORTCO SA might otherwise bear will cease and fall away if THE APPLICANT does not:-
- 14.13.1** within a reasonable time, having regard to all the circumstances, and in particular to the time allowed for the recovery from the payee the amount overpaid, advise BLS PORTCO SA that an incorrect amount has been paid or levied, and
- 14.13.2** do all such acts as are necessary to enable BLS PORTCO SA to effect recovery of the amount overpaid having regard to the conditions required for such recovery. Provided that THE APPLICANT is aware of the actual amount paid or levied, the fact that he may not be aware that such an amount is incorrect shall not constitute a circumstance to be taken into account in calculating what is a reasonable time, nor shall such ignorance excuse any act or omission which may prejudice BLS PORTCO SA's right of recovery.
- 14.14** BLS PORTCO SA shall not be liable under any circumstance for any loss, damage or expense arising from or in any way connected with marks, weights, measurements, numbers, brands, contents quality or description of any goods.
- 14.15** In addition to and without prejudice to the foregoing conditions, THE APPLICANT shall be deemed to have indemnified BLS PORTCO SA against all liabilities whatsoever suffered or incurred by BLS PORTCO SA arising directly or indirectly from or in connection with THE APPLICANT's instructions or their implementation in relation to the goods and in particular, but without limiting, in respect of any liability whatsoever to: -
- 14.15.1** any employee, agent or sub-contractor or any haulier, carrier, warehouseman, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any party by THE APPLICANT or by any consignor, consignee or owner of the goods or by the person interested in the goods or by any other person whatsoever, or
- 14.15.2** any owner or consignee of the goods who is not THE APPLICANT of BLS PORTCO SA performs the service of a deconsolidation agent, or any other service, or
- 14.15.3** any carrier of the goods if BLS PORTCO SA is the consignor or consignee of the goods.
- 14.16.** No act, omissions, course of dealing, forbearance, delay, or indulgence by BLS PORTCO SA in enforcing any of these conditions or any of its rights in terms of thereof or any granting of time by BLS PORTCO SA shall prejudice or affect the rights and remedies of BLS PORTCO SA under these conditions and no such matter shall be treated as any evidence of waiver of BLS PORTCO SA's rights there under nor shall any waiver of a breach by a customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. BLS PORTCO SA shall at all times and without notice be entitled to insist on strict applications and enforcement of these conditions.
- 15. Collection of payments**
- 15.1** When goods and/or services are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, THE APPLICANT shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
- 15.2** If accepted by BLS PORTCO SA, instructions to collect payment on delivery (COD) in cash or otherwise shall be subject to the condition that BLS PORTCO SA in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
- 16. Defaulting in payment**
- 16.1** In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.
- 16.2** BLS PORTCO SA shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any fee or disbursement lawfully due to it, notwithstanding the fact that a previous debit or debits, whether excluding or partly including the items now sort to be charged, had been raised and whether or not any notice was given that further debits were to follow.
- 17. Interest on overdue accounts**
- BLS PORTCO SA shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as BLS PORTCO SA affording THE APPLICANT any indulgence to make payment after due date.
- 18. Proof of Claims**
- A certificate signed by a manager or any director of BLS PORTCO SA - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to BLS PORTCO SA, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with BLS PORTCO SA, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.
- 19. Consent to jurisdiction**
- Notwithstanding the amount which may at any time be owing by THE APPLICANT to BLS PORTCO SA, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by BLS PORTCO SA against THE APPLICANT arising out of any transaction between the parties, it being recorded that BLS PORTCO SA shall be entitled at its sole discretion, but not obliged, to bring any action or proceeding in either the district or regional division of the said court.
- 20. Arbitration**
- 20.1** Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, BLS PORTCO SA shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.
- 20.2** The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").
- 20.3** The arbitration shall be held at Durban, South Africa.
- 20.4** The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 20.5** The arbitrator shall be entitled to:
- 20.5.1** Investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.

Please initial here _____

- 20.5.2** Decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and
- 20.5.3** Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.
- 20.6** The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 20.7** Notwithstanding anything to the contrary contained herein, BLS PORTCO SA shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.
- 21. Recovery of legal/collection costs**
Should BLS PORTCO SA instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of BLS PORTCO SA rights, BLS PORTCO SA shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.
- 22. Financial intelligence Centre Act (FICA)**
- 22.1** THE APPLICANT acknowledges BLS PORTCO SA'S obligations in terms of section 29(1) of FICA and unconditionally and irrevocably indemnifies and holds BLS PORTCO SA harmless against any claim of whatsoever nature instituted against BLS PORTCO SA by a third party arising from any action taken by BLS PORTCO SA in discharging its obligations in terms of FICA. This specifically includes for THE APPLICANT declaring that the proceeds of the sale of any of the goods or services provided by BLS PORTCO SA to THE APPLICANT:-
- 22.1.1** are not received from unlawful activities, or
- 22.1.2** are not linked to an offence of terrorist financing, or
- 22.1.2** have not been used for money laundering purposes, or
- 22.1.4** have not been used to assist an offence being committed that relates to money laundering or terrorist financing.
- 22.2** It is further noted that BLS PORTCO SA is an Accountable Institution in terms of the FIC Act. Any cash transaction in excess of R50 000 will be reported to the Financial Intelligence Centre without any further reference to THE APPLICANT.
- 23. Insurance**
It shall not be obligatory upon BLS PORTCO SA to effect insurance except upon detailed instructions given in writing by THE APPLICANT and all insurance affected by BLS PORTCO SA pursuant to such instructions shall be subject to such terms, exceptions and conditions as may be imposed by the insurance company or the underwrites taking the risk and BOTTOM-LINE SOLUTIONS shall not be obliged to obtain separate cover for any risks excluded. BLS PORTCO SA shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, THE APPLICANT shall have recourse against the insurer only and BLS PORTCO SA shall not be under any responsibility whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by BLS PORTCO SA or paid to BLS PORTCO SA by THE APPLICANT.
- 24. Non-waiver of rights**
Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of BLS PORTCO SA shall not in any way operate as or be deemed to be a waiver by BLS PORTCO SA of any rights under this contract or be construed as a novation thereof.
- 25. Third parties, Agents, and sub-contractors**
- 25.1** Any instructions or business accepted by BLS PORTCO SA may in the absolute discretion of BLS PORTCO SA be carried out by BLS PORTCO SA itself, by its employees performing part or all of the relevant services, or by BLS PORTCO SA employing or instructing or entrusting the goods to the parties on such conditions as may be stipulated or negotiated with such third parties for the purpose of such services, or part thereof as they may be employed to carry out.
- 25.2** Where BLS PORTCO SA employs independent third parties subject to perform all or any of the functions required of BLS PORTCO SA, BLS PORTCO SA shall have no responsibility or liability to its customers for any act or omission of such third party, even though BLS PORTCO SA may be responsible for the payment of such third party's charges; but BLS PORTCO SA may, if suitably indemnified against all costs, including attorney or client costs, take such action against the third party on its customer's behalf as the its customer may direct.
- 25.3** All goods are accepted and dealt with by BLS PORTCO SA subject to the conditions stipulated by the carriers, warehouseman, Government Departments, and all other parties (whether acting as agents or subcontractors to BLS PORTCO SA or not) into whose possession or custody the goods may pass, or subject to whose authority they may at any time be. If there is any conflict between any such conditions and these conditions, the latter shall prevail. Where any service or obligation is delegated to any one of BLS PORTCO SA (Pty) Limited to any other division, the standard trading conditions are the same and shall be deemed to apply in respect of the services undertaken by that division as if expressly agreed by THE APPLICANT.
- 25.4** Unless otherwise agreed as a term of contract, BLS PORTCO SA shall have a free choice as to the appointment of any sub-contractor or carrier and THE APPLICANT shall be bound by the trading conditions of such sub-contractor and carrier.
- 25.5** Where it is necessary for an examination to be held or other action to be taken by BLS PORTCO SA in respect of any alleged discrepancy in the goods which are landed from any vessel, aircraft, vehicle or container, no responsibility shall attach to BLS PORTCO SA for any failure to hold such examination or to take any other action unless BLS PORTCO SA has been timeously advised by the landing agent that all such goods have been landed.
- 26. Severability of clauses**
Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.
- 27. Entire agreement**
- 27.1** This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.
- 27.2** No agent or employee of BLS PORTCO SA, other than a director or an individual duly authorised thereto by the board of directors, has BLS PORTCO SA's authority to alter or vary these conditions nor shall any act or omission by BLS PORTCO SA be construed as a variation or waiver of any of these conditions.
- 27.3** BLS PORTCO SA shall be deemed to act neither as a common carrier nor a public carrier and deals with goods only on the basis of these conditions.

Please initial here _____

- 27.4 If any legislation is compulsorily applicable to any business undertake, these conditions shall as regard such business be read as subject to such legislation and if any part of the conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
- 27.5 THE APPLICANT warrants that it has full authority to engage the services of BLS PORTCO SA and to contract on these terms and it hereby indemnifies BLS PORTCO SA against any claim by the true owner of the goods or any other party with an interest therein in respect of which BLS PORTCO SA is so contracted to deal. Furthermore, the person representing THE APPLICANT in contracting with BLS PORTCO SA warrants that he is duly authorised to do so.

Please initial here _____

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of BLS PORTCO SA for the due performance of any obligation of THE APPLICANT and for the payment to BLS PORTCO SA by THE APPLICANT of any amounts which may now or at any time be or become owing to BLS PORTCO SA by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by BLS PORTCO SA and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to BLS PORTCO SA have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies BLS PORTCO SA enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require BLS PORTCO SA to first proceed against THE APPLICANT for payment of any debt owing to BLS PORTCO SA before proceeding against the surety;
- Cession of Action – the right to require BLS PORTCO SA to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ 20____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____

ID Number: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____