



PG GROUP PG Group (Pty) Ltd
Reg Nr: 1973/001729/07

Widney Widney Transport Components (Pty) Ltd
Reg Nr: 1968/012451/07

Shatterprufe Shatterprufe Aftermarket Replacement Glass
A Division of PG Group (Pty) Ltd Reg Nr: 1973/001729/07

Shatterprufe Shatterprufe
A Division of PG Group (Pty) Ltd Reg Nr: 1973/001729/07

Please tick the correct Box

DEBTOR DETAIL

Partnership Sole Proprietor Close Corporation Public Company Private Company Trust Other (Specify)

Legal Entity _____

Trade Name _____

Physical Address _____

Postal Address _____ Area Code _____ Telephone _____

Email Address _____ Cell Number : _____

Company /CC Registration No: _____ Account Dept : Contact Mr/s _____

Name & Address Of Auditor _____

Full Names of Owners/Directors/Partners/Members	ID Number	Residential Address	Capacity
1.			
2.			
3.			

Trade References (Three must be given)

Name	Telephone Number	Address
1.		
2.		
3.		

Bank _____ Branch _____ Code _____ A/C No _____

Type of account _____ Account in name of _____

Total Credit Facility Required

Terms Required **30** Days from date of statement

The Purchaser

1. Warrants that the above information is true and correct in each and every respect and acknowledges that the above information will be relied upon by the Supplier in granting credit. Without detracting from this warranty the Purchaser consents to the Supplier making any enquiries it deems necessary to verify and amplify the information;
2. Acknowledges that the credit facilities granted by the Supplier, if any, shall be at the sole discretion of the Supplier, particularly with reference to the nature, duration and extent thereof, and security required;
3. Accepts and undertakes to be bound by the general terms and conditions of purchase set out overleaf, which terms and conditions the Purchaser acknowledges having read and understood and agrees will be applicable to all transactions, relating to the purchase of goods by the Purchaser from the Supplier;
4. Acknowledge that it has viewed or is entitled to request a copy of the manufacturers warranty applicable to the goods.

COMPANY STAMP



AUTHORISED SIGNATORY: _____

FULL NAME: _____

CAPACITY: _____

DATE: _____

GENERAL TERMS AND CONDITIONS OF EXPORT SALES

1. DEFINITIONS

- 1.1 **this Agreement** – means the terms and conditions upon which the Supplier sells goods to the Purchaser, as recorded in this document including the account registration form;
- 1.2 **bill of lading** – means the document of title accompanying the goods during carriage;
- 1.3 **Incoterms** – mean the international rules for the interpretation of trade terms, as amended from time to time;
- 1.4 **indent** – means any order or request for goods by the Purchaser when received by the Supplier;
- 1.5 **invoice** – means the document issued by the Supplier wherein the amounts owing for goods supplied to the Purchaser are set out;
- 1.6 **the manufacturer** – means the manufacturer of the goods purchased from the Supplier;
- 1.7 **the product specification** – means the parameters of design within which the goods supplied are manufactured by the manufacturer, as modified by the manufacturer from time to time;
- 1.8 **Purchaser** – means the legal entity stated in the account registration form;
- 1.9 **a quotation** – means any verbal order enquiry responded to by the Supplier or any document issued by the Supplier wherein an estimate of the purchase price of goods is given;
- 1.10 **Supplier** – means PG Group (Pty) Ltd, registration number 1973/001729/07, inclusive of all divisions namely, Shatterprufe, Shatterprufe Aftermarket Replacement Glass as well as its subsidiaries.

2. APPLICATION OF THIS AGREEMENT

- 2.1 Notwithstanding any provision to the contrary, the parties agree that this Agreement, together with any securities or warranties held by the Supplier in respect of the Purchaser, overrides and supersedes all other terms and conditions upon which the Purchaser purports to purchase goods from the Supplier, including any terms set out in the indent, save that any agreed Incoterm shall be superseded only to the extent specifically provided for in this Agreement.
- 2.2 This Agreement, together with the documents referred to in 2.1 constitutes the entire contract governing the relationship between the parties for each and every order of goods supplied by the Supplier to the Purchaser and no representation not expressly contained herein, amendment, novation, variation or consensual cancellation of any or all of the terms and conditions of this Agreement shall be valid or binding on the Supplier unless to writing and signed by an authorised representative of the Supplier.

3. QUOTATIONS

A quotation given by the Supplier shall constitute an offer by the Supplier to sell goods subject to the terms and conditions contained herein.

4. ORDERS

Any indent from the Purchaser howsoever accepted by the Supplier (no notice to the Purchaser being required) shall constitute a contract in regard to that particular order of goods subject to the terms and conditions contained herein.

5. DESIGN, MANUFACTURE AND INSTRUCTIONS

- 5.1 All goods are supplied subject to the manufacturer's product specification applicable at the time of manufacture, which shall override all specifications, including without limiting the generality of the foregoing, measurements furnished by the Purchaser.
- 5.2 No drawing, plan, specification or other descriptive or technical document, including instructions regarding the processing of the goods, shall form part of this Agreement unless signed by the Supplier and made an Annexure to this Agreement.

6. CONDITIONS PRECEDENT

- 6.1 The Supplier's obligation to deliver the goods shall at all times be subject to the following conditions precedent, which until fulfilment thereof shall entitle the Supplier to suspend or refuse delivery without the Purchaser having recourse against the Supplier:
 - 6.1.1 the availability to the Supplier of the goods from the manufacturer thereof;
 - 6.1.2 the timeous receipt by the Supplier of any instructions, including drawings and specifications, required by the Supplier from the Purchaser for the supply or processing of the goods;
 - 6.1.3 the availability of sufficient capacity in the Supplier's processing plant for the supply or processing of the goods;
 - 6.1.4 the Supplier being satisfied as to the Purchaser's solvency and ability and readiness to pay for the goods to be delivered within the time and manner prescribed in terms of this Agreement;
 - 6.1.5 the Purchaser not being in breach of any terms or conditions of this Agreement.

7. DELIVERY

- 7.1 The Supplier shall use its best endeavours to ensure delivery of the goods on the estimated date of delivery in the order. Save as provided for in 12, the Purchaser shall have no claims against the Supplier on account of delays in effecting delivery, partial delivery or non-delivery, for any damages suffered, whether consequential or not, and the Purchaser shall not be entitled to resile from this Agreement nor to withhold or defer any payment due in terms hereof.
- 7.2 Unless otherwise agreed in writing by the Supplier, goods are sold to the Purchaser ex works the manufacturer's premises.
- 7.3 If the Purchaser fails to take delivery of the goods or requests or causes the storage of the goods prior to delivery then:
 - 7.3.1 the Purchaser shall be liable for and pay on demand all costs of keeping of the goods during the period of the delay including without limitation clearance, penalties, taxes, duties, storage and insurance;
 - 7.3.2 the goods shall be deemed to have been delivered to the Purchaser upon notification by the Supplier to the Purchaser of the tender of delivery, when all risks in and to the goods shall pass from the Supplier to the Purchaser, notwithstanding that the goods may be in the possession or under the control of the Supplier or any agreed Incoterm regulating the incidence of risk to the contrary.
- 7.4 The endorsement of any person at the premises to which the goods are delivered which appears on the delivery documentation providing such premises are where the Supplier's responsibility for delivery of the goods ceases, will constitute sufficient evidence of the delivery of the goods to the Purchaser. All goods shall be deemed to be complete, in good condition and without defects unless proved to the contrary by the Purchaser in accordance with 12.3.
- 7.5 Notwithstanding any provision to the contrary the Purchaser indemnifies the Supplier against damages or expenses arising from the non-performance of governments or other authorities and all agents tasked with fiscal control, freight forwarding, safe carriage, clearing or other services required for the proper delivery of the goods to the Purchaser.

8. RISK AND OWNERSHIP

- 8.1 Unless an Incoterm is agreed upon in writing, which regulates risk to the contrary, all risk in and to the goods shall transfer to the Purchaser, who will thereafter be responsible for all loss or damage to the goods however arising upon loading of the goods at the manufacturer or Supplier's premises as the case may be.
- 8.2 Where the Supplier is at risk for the carriage of goods, the Purchaser waives any claim which it may have in excess of the Supplier's insurance cover or outside of the limitations of the contract of carriage or any rules promulgated by international convention.
- 8.3 Ownership in and to the goods shall pass to the Purchaser on payment in full of the purchase price for the goods to the Supplier.

9. PRICE

- 9.1.1 orders are accepted by the Supplier subject to the Supplier's current price ruling on the date upon which the goods are delivered to the Purchaser, less any discounts authorised by the Supplier in writing;
- 9.1.2 all prices are specified ex-factory and are strictly net of value added tax, or any other ancillary cost, charge or impost such as packaging, carriage or freight costs;
- 9.1.3 if any discounts have been agreed to in writing, such discounts shall be irrevocably forfeited if payment of the purchase price is not received by the Supplier on due date therefor. Discounts shall only be applicable to the net price of the goods, exclusive of packing, carriage, freight costs, taxes or other imposts and charges.
- 9.2 Discounts will be calculated on the net price of the products, exclusive of value added tax.

10. Payment

- 10.1 The full purchase price for the goods stated on the Supplier's invoice shall be paid by the Purchaser without any deduction, exchange or set-off, save for the discounts allowed in terms of clause 9.1, within the due date for payment specified in the invoice, or if no date is specified, within 60 (sixty) days
- 10.2 Under no circumstances shall any payment be deemed to have been received by the Purchaser, until the Supplier is actually in possession thereof, if in cash, or cleared to the credit of the Supplier on the Supplier's account, if by other means.
- 10.3 The Purchaser shall pay to the Supplier on demand compounded monthly in arrear on any amount paid on due date in terms of this Agreement at 4% (four per centum) above the prime borrowing rate levied by The Standard Bank of South Africa Limited against its corporate borrowers from time to time, reckoned from the due date of payment until date of actual payment thereof.
- 10.4 The Purchaser agrees that in the event of any portion of an invoiced indebtedness being disputed then, in that event, the Purchaser will nevertheless forthwith pay the undisputed amount of its indebtedness.
- 10.5 The Supplier shall be entitled to apportion any payment received from the Purchaser to any indebtedness which the Purchaser may owe to the Supplier or its associate companies.
- 10.6 Where the Purchaser orders goods which exceed the value of the credit which the Supplier has approved, the Supplier shall in its sole discretion and without notice to the Purchaser, be entitled to increase its approved credit limit and the terms and conditions hereof shall automatically apply to the additional goods supplied.
- 10.7 Any promissory note, bill of exchange, or other negotiable instrument received by the Supplier from the Purchaser shall not be a novation of the debt for which it is given and the Purchaser waives presentment, notice of dishonour and protest, where applicable.

11. CONFIDENTIALITY

The Purchaser acknowledges that all information of or concerning not readily available to the public is confidential and having been imparted by the Supplier in trust for the sole use of the Purchaser, the Purchaser accordingly undertakes not to divulge or allow such confidential information to be divulged to any third party without prior written consent of the Supplier.

12. WARRANTIES

- 12.1 All goods are sold voetstoots subject only to the manufacturer's warranty, a copy of which is available on request.
- 12.2 No other warranties or representations, express, implied or tacit, whether by law, contract or otherwise and whether including the Purchaser to the
- 12.3 No claims against the Supplier shall be valid under this warranty, unless the Purchaser has notified the Supplier in writing of the product defect,

13. EXEMPTIONS AND INDEMNITIES

- 13.1 Save as provided for in the warranty in 12, the Purchaser shall have no claim of any nature, without restricting the generality of the foregoing, whether
- 13.2 Providing that the goods in regard to which any claim is brought by any third party against the Supplier or the Supplier's associate companies comply

14. BREACH

- 14.1 If the Purchaser:
- 14.1.1 commits a breach of any of the terms or conditions of this Agreement or has failed to remedy the breach within 7 (seven) days of receipt of a written notice from the Supplier requesting the Purchaser to do so; or
- 14.1.2 being an individual, dies or is provisionally sequestrated or surrenders or makes application to surrender his estate; or being a partnership, the partnership is terminated or sequestrated, or being a company or close corporation is placed under provisional or final order of liquidation or judicial management; or
- 14.1.3 has a judgment recorded against it which remains unsatisfied for a period of 7 (seven) days, or compromises or attempts to compromise generally with any of the Purchaser's creditors; or
- 14.1.4 fails to provide guarantees or security to the reasonable satisfaction of the Supplier when called upon to do so, the Supplier shall have the right, without prejudice to any other right which it may have against the Purchaser, to the above remedies to:
- 14.1.5 treat as immediately due and payable all outstanding amounts which would otherwise become due and payable under of this Agreement and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder until the Purchaser has remedied the breach;
- 14.1.6 cancel this Agreement and retake possession of any of the goods sold in which event all amounts owed by the Purchaser to the Supplier in terms of this Agreement shall become immediately due and payable.

15. LAW, JURISDICTION AND COSTS

- 15.1 The parties agree that the supply of goods and all aspects of this Agreement, including without limitation its enforceability or termination shall be governed by the laws of the Republic of South Africa and the parties waive any right which they may have to argue otherwise and consent to the jurisdiction of the South African courts.
- 15.2 The Purchaser shall be liable for the actual costs incurred by the Supplier in the enforcement of any rights, including without limitation costs on attorney and client scale including the costs of counsel as on brief, whether incurred prior to or during the institution of legal proceedings, wherever instituted or defended.

16. CERTIFICATE OF INDEBTEDNESS

A certificate signed by a Director of the Supplier, whose appointment as such shall require no proof, showing the amount due and owing by the Purchaser to the Supplier at any given time shall be sufficient proof of the facts therein stated for the purpose of all legal proceedings against the Purchaser for the recovery of the said amount, unless proved to the contrary by the Purchaser.

17. DOMICILIUM

The Purchaser nominates its physical address as stated in the account registration form as its chosen address for all purposes in connection with this Agreement and the Supplier at 18 Skeen Boulevard Road, Bedfordview, Johannesburg, 2007, South Africa care of The Legal Adviser.

- 17.1 Any notice to any party shall be addressed to it at its chosen address and either sent by pre-paid registered post, delivered by hand or sent by fax. In
- 17.2 Any party shall be entitled, by notice in writing to the other to change its chosen address, provided that the change shall become effectively only 10

18. LIABILITIES OF SIGNATORIES

- 18.1 If the Purchaser is a partnership, then the partners of the Purchaser shall be bound in their individual capacities, jointly and severally for all the
- 18.2 The person signing on behalf of the Purchaser warrants that he is duly authorised to represent and bind the Purchaser to this Agreement, failing which
- 18.3 In the event of the Purchaser being a juristic person and incomplete or incorrect particulars are provided on the account registration, the signatory

19. FORCE MAJEUR

The Supplier shall not be liable for any failure or delay in performing its obligations in terms of this Agreement caused by the occurrence of any event beyond its reasonable control and affecting its performance, including but not limited to war, civil commotion, riots, strikes, industrial arrest, government acts, adverse climatic conditions, acts of God or any other similar cause.

20. GENERAL

- 20.1 The Purchaser shall not be entitled to cede or delegate any of its obligations under this Agreement without the prior written consent of the Supplier having been obtained. The Supplier shall be entitled to assign its rights and duties in terms of this Agreement to any associate company on written notice to this effect being given to the Purchaser.
- 20.2 No indulgence, extension of time, relaxation or latitude which one of the parties may show, grant or allow to the other party shall constitute a waiver by the former party of its rights and former party shall not be prejudiced or estopped from exercising any of its rights against the other party which may have then already arisen or which may thereafter arise.