



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

BUSINESS CREDIT ACCOUNT APPLICATION

The following documentation/information are required:

- Copy of ID Document or Drivers Licence of person signing the application
- Copy of the Resolution giving the person signing the application authorisation to bind the Company
- Copy of ID Document or Drivers Licence of all Directors/Members
- Copy of Company Registration Certificate

SECTION A: COMPANY DETAILS

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

REGISTERED NAME: _____ ("the Customer")

REGISTRATION NO: _____

TRADING NAME: _____

VAT REGISTRATION NO: _____

POSTAL ADDRESS: _____

POSTAL CODE: _____

PHYSICAL ADDRESS: _____

TEL. NO: _____ CELL NO: _____

FAX NO: _____

E-MAIL ADDRESS of the person handling the account: _____

E-MAIL ADDRESS of the buyer: _____

LEGAL ENTITY: (PTY) LTD CLOSE CORPORATION PARTNERSHIP
SOLE PROPRIETOR PUBLIC COMPANY TRUST

DIRECTORS / MEMBERS / OWNERS PARTICULARS

FULL NAME: _____ (ID. NO.) _____

PHYSICAL HOME ADDRESS: _____

TEL NO: (H) _____ (CELL) _____

FULL NAME: _____ (ID. NO.) _____

PHYSICAL HOME ADDRESS: _____

TEL NO: (H) _____ (CELL) _____

FULL NAME: _____ (ID. NO.) _____

PHYSICAL HOME ADDRESS: _____

TEL NO: (H) _____ (CELL) _____

FULL NAME: _____ (ID. NO.) _____

PHYSICAL HOME ADDRESS: _____



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500
www.buildconhire.co.za

TEL NO: (H) _____ (CELL) _____

BANKING DETAILS

NAME OF BANK: _____ ACCOUNT NO: _____
BRANCH CODE: _____ BRANCH: _____

AUDITORS/ACCOUNTING OFFICERS NAME: _____

TEL NO: _____

MONTHLY CREDIT REQUIRED PER MONTH: _____ TERMS STRICTLY 30 DAYS FROM STATEMENT.

EQUIPMENT MAY BE HIRED/COLLECT BY:

SECTION B: TRADE REFERENCES

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

LIST THREE MAJOR CREDITORS AND AT LEAST ONE IN A SIMILAR BUSINESS:

NAME: _____

ADDRESS: _____

TEL NO: _____ OUTSTANDING BALANCE: _____

PAYMENT TERMS: _____ CREDITOR SINCE: _____

NAME: _____

ADDRESS: _____

TEL NO: _____ OUTSTANDING BALANCE: _____

PAYMENT TERMS: _____ CREDITOR SINCE: _____

NAME: _____

ADDRESS: _____

TEL NO: _____ OUTSTANDING BALANCE: _____

PAYMENT TERMS: _____ CREDITOR SINCE: _____



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

- (1) The signatory hereby warrants that he is duly authorised to sign this application form and that the information furnished above is true and correct.
- (2) The signatory further hereby confirms acceptance of the terms and conditions of Buildcon Hire, with effect from the date upon which this application form is signed or the date upon which the Customer first takes delivery of equipment or purchases goods from Buildcon Equipment, whichever is the earlier, every transaction in terms of which the Customer hires equipment or purchases goods from Buildcon Equipment shall be subject to the terms and conditions.
- (3) The signatory, by his signature hereof, hereby authorises Buildcon Hire to use the abovementioned information to determine the customer's creditworthiness and that Buildcon Hire may, at its sole and absolute discretion, but only in so far as it may be necessary to determine the customer's creditworthiness, obtain additional information from any other person, credit agency or other business partners.

SIGNED at _____ on this _____ day of _____ 201_____

1. _____

2. _____

3. _____

(Full name/s required)

(Full signatures required)

SECTION C: TERMS AND CONDITIONS OF CONTRACT

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

Between Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire ("Buildcon Hire")

And

(Print full name of Company)

t/a _____ ("the Customer")

The signatory, by his signature hereof, confirms:

- 1.1 The Customer is aware of the fact that the advice provided by the Supplier in respect of the rental equipment is the advice that was provided to the Supplier by the manufacturer of the equipment and that the Supplier cannot vouch for or warrant the correctness of the information or the suitability of the equipment to the Customer's requirements.
- 1.2 The Customers confirms that the written operating and specifications for the equipment will be complied with at all times.
- 1.3 The Customer is aware that only the specified fuel mixtures and additives may be used in the equipment and oil and lubricant levels must be maintained at all times. If the incorrect fuel mixture or additives are used or if the oil and lubricant levels are not maintained, the Customer will be liable for any damage sustained by the Supplier.
- 1.4 The Customer is aware that air filters are not to be removed from hired equipment.
- 1.5 The Customer is aware that the equipment hired is dangerous, can be made up of moving parts and can cause serious injury if not used in accordance with the specific instructions and/or guidelines.
- 1.5(a) It is the Customer's responsibility to ensure that the person/s taking delivery of or using the equipment are aware of how the equipment must be used (as per the specific instructions and/or guidelines) and that the equipment is used in accordance therewith. The Supplier cannot be held responsible for any injuries caused to operators or damage suffered by the Customer resulting from the use of the hired equipment.



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556

P O Box 130787 Bryanston Shopping Centre 2021

208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194

Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500

Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682

Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

- 1.6 If the Customer required any hired equipment to be delivered to it by the Supplier, then the Supplier will not be responsible for any loss or damages suffered by the Customer or any third party as a result of non-delivery of equipment or part delivery thereof or delays in delivery for whatsoever reason, and time shall not be of the essence in respect of any order.
- 1.7 The amount charged by the Supplier for equipment hired and/or services provided to the Customer will be in accordance with the Supplier's presiding annual prices unless otherwise agreed in writing by the Supplier. The Supplier has the sole and absolute discretion to adjust the amount charged in respect of equipment hired but the Supplier will notify the Customer in writing in the event that the hire charges are adjusted while the equipment is out on hire.
- 1.8 The Customer chooses, as its domicilium citandi et executandi the physical address stated on this Application form, as the address for the purpose of serving summons and any other legal notices. The Supplier chooses, as its domicilium citandi et executandi the physical address stated on the header of this Application form.
- 1.9 In terms of this agreement, if equipment is purchased, until the purchase price has been paid in full, the Supplier will retain ownership of the equipment.
- 1.10 The Customer will at all times keep the Supplier informed regarding the address the equipment is being stored and/or used at during the hire period. The Customer is required to ensure that all parties that may have access to the equipment are aware that the equipment is owned by the Supplier. It is the responsibility of the Customer to ensure that the equipment is not attached by any third party while the equipment is in their possession. The Customer is required to notify the Supplier immediately, if the equipment is attached for any reason by any third party while the equipment is in the Customers possession. Pending the return or replacement at full retail price of the equipment the Customer will remain liable for the agreed hire rates.
- 1.11 That no relaxation by the Supplier of the terms and conditions of this Agreement and no indulgence which the Supplier may grant to the Customer in exercising its right in respect of this Agreement, shall not constitute a novation of the terms and conditions of this Agreement and in any way prejudice the Supplier's rights.
- 1.12 The provisions of this Agreement are severable and, in the event that any one or more of the conditions or terms hereof are illegal or unenforceable, the remaining provisions and terms shall be enforceable.
- 1.13(a) All risk of the equipment will pass to the Customer when the equipment leaves the Supplier premises or, if the equipment is delivered to the Customer by the Supplier, at the place and time of delivery.
- 1.13(b) The person accepting the equipment by the signature of a hire note and/or invoice on behalf of the Customer confirms that he has inspected the equipment and acknowledges that it appears to be in good condition and working order and that it has been delivered in accordance with the Customer's specifications.
- 1.13(c) Only once the Supplier has signed a return document will the equipment be deemed to have been returned by the Customer to the Supplier.
- 1.13(d) All equipment will be returned on the due date of the return of the equipment in accordance with the time it was hired failing which the Supplier will charge the Customer on a daily basis for each day after the return date.
- 1.13(e) The Customer will, in addition to the hiring fee, be liable to pay delivery fees in the event that the Supplier is required to deliver equipment to the Customer. Delivery fees are charged in accordance with the Supplier's presiding delivery fees at the time of delivery.
- 1.14(a) It is the responsibility of the Customer to insure the equipment and the Customer accepts full responsibility for any loss of or damage to the equipment during the hire period. The cost of reinstating the equipment to its pre-delivery condition will be for the Customer's account and will be payable upon invoice by the Supplier. Pending the reinstatement of the equipment the Customer will remain liable for the agreed hire rates.
- 1.14(b) In the event that the equipment is damaged beyond repair or stolen, lost or misplaced or not returned for any reason whatsoever, the Customer will be responsible to compensate the Supplier at the full retail price of such equipment. The Customer will remain liable for the agreed hire rates until such time as the Customer has made payment of the full retail price.
- 1.15 The invoice amount is the amount payable by the Customer and no amounts may be deducted from this amount unless the Supplier agrees to the reduction and issues a credit note in respect of the amount overcharged by the Supplier.
- 1.16 Payment is to be made by the Customer thirty days from statement.
- 1.17 If the account reaches the maximum amount of credit granted by the Supplier, the Customer will immediately make a payment to reduce the account balance to the amount of credit granted.
- 1.18 The Supplier shall be entitled to terminate the provision of account facilities at any time and will give the Customer written notice in these instances. In these instances, the full outstanding balance will become immediately due and payable and all further transactions shall be conducted on a cash and deposit basis.
- 1.19 The Supplier is entitled to charge interest, from due date until date of payment, at the maximum interest rate allowed in terms of the National Credit Act, 2005, or any other applicable legislation which may replace the relevant provisions of the National Credit Act, on any amount arising out of this Agreement and not paid on or before due date from the due date of payment until date of payment, both days inclusive.
- 2.1 If the Customer is in breach of any term or condition of this agreement, the Supplier shall be entitled to terminate the agreement, discontinue the supply of equipment, regain the possession of the equipment on hire and the full outstanding amount shall immediately become due and payable.



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556

P O Box 130787 Bryanston Shopping Centre 2021

208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194

Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500

Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682

Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

- 2.2 The Customer is required to give the Supplier written notice in the event of any change of the estate of the Customer or any member or director of the Customer being provisionally or finally sequestrated, liquidated or placed under judicial management whether provisionally or finally or placed under curatorship or any changes of the Customer's above authorized representatives or any change in the legal status of the owner or any change in the ownership of the Customer. Notwithstanding the terms of any credit granted by the Supplier to the Customer, in any of these circumstances the Supplier shall be entitled to terminate the agreement and the full outstanding amount shall immediately become due and payable.
- 2.3 If the agreement is terminated and the Supplier needs to regain the possession of the equipment on hire, the Customer authorises the Supplier to gain access to the equipment at premises where the equipment is being stored or used and use the necessary means to regain possession of the equipment. The Customer will not hold the Supplier liable for any damages suffered by the Customer resulting from such action.
- 2.4 The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction over the Customer in respect of any action which might be instituted arising from this Agreement, irrespective of the amounts claimed or the value of the equipment involved in such action. The Supplier shall however retain the right to institute proceedings in any other Court having jurisdiction in the matter.
- 2.5 The Customer will be liable for all legal costs in the event that the Supplier has to instruct attorneys to enforce any of their rights.
- 2.6 The Customer warrants that, at the date of application for credit, the Customer's assets exceed its liabilities and that it is not trading under insolvent circumstances and that it is able to pay its debts as they become due.

SIGNED at _____ on this _____ day of _____ 201_____

1. _____

2. _____

3. _____



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

I/We the undersigned,

1. FIRST NAME/S SURNAME _____

IDENTITY NUMBER _____

HOME ADDRESS _____

2. FIRST NAME/S SURNAME _____

IDENTITY NUMBER _____

HOME ADDRESS _____

I/We hereby interpose and bind myself/ourselves as continuing covering security unto: KHULA NJALO TRADING (PTY) LTD
T/A BUILDCON HIRE (hereinafter referred to as the "Company")

As surety co-principal debtor for the due and punctual payment by:

STATE FULL AND CORRECT NAME OF COMPANY
(being the Principal Debtor hereinafter referred to as the "Debtor")

TRADING AS:

to the Company of all such sums of money which may at any time be or become owing by or claimable from the Debtor to or by the Company, from any cause of debt whatsoever, notwithstanding any fluctuating or temporary extinction of the Debtor's indebtedness to the Company and including any indebtedness which may take the place of any novated or consolidated debt in terms of any statute, regulation or the common law.

The following terms and conditions shall apply to this Suretyship:

1. I/We renounce the benefits of the legal exceptions of excussion, division and cession of action, non causa debiti, errore calculi, de duobus vel pluribus reis debendi, revision of accounts and no value received insofar as they may apply, and declare that I/we are fully acquainted with the meaning and effect thereof.
2. I/We agree and declare that it shall always be in the absolute discretion of the Company to determine the extent, nature or duration of any credit to be afforded to the Debtor, to grant time or any other indulgences to the Debtor, to delay the date of payment or vary the terms of payment of any amount owing by the Debtor to the Company, to agree with the Debtor the interest to be charged on amounts owing to the Company and to vary the rate of such interest, to re-advance to the Debtor any monies repaid on any loan, to make further advances, to release the whole or any portion of any security, to release any co-principal Debtor or co-surety, should this be applicable, and to compound or make arrangements with the Debtor, or any party whose obligations to the Company shall be guaranteed by myself/ourselves.
3. I/We further agree that, should the Company grant release or any other indulgence to any one or more of us, such release or indulgence shall not reduce any right which the Company has against the other/s.
4. The Company and the Debtor may at any time vary any or all of the Terms and Conditions of any agreement between them as they deem fit without prejudice to the Company's rights against myself/ourselves and any such variation shall vary my/our obligations in terms hereof accordingly.
5. In the event of the Debtor's insolvency or provisional of final liquidation or the Debtor being placed under Judicial Management or a compromise between the Debtor and its Creditors:
 - a. I/We will not file any claim/s against the Debtor's estate until all amounts (including interest and costs) owing by the Debtor to the Company have been paid in full.
 - b. any dividend or payment received by the Company from the Debtor's estate shall be applied firstly to pay that part of the Debtor's indebtedness to the Company which is not covered by the Suretyship.
 - i. the Company may without prejudice to its rights under this Suretyship approve a claim against the Debtor's estate for the full amount of the Debtor's indebtedness to the Company, and



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500

www.buildconhire.co.za

- ii. claim from me/us the full amount of the Debtor's indebtedness to the Company, provided that the Company shall account to me/us for any amount it may receive from me/us or from the Debtor's estate which is more than the amount of it's claim against the Debtor.
- 6. The Company is irrevocably authorized to apply any amounts received from me/us hereunder against such debt/s of the Debtor as the Company in it's discretion may think fit.
- 7. I/We shall not be entitled to revoke this Suretyship.
- 8. I/We agree that a certificate signed by a director or manager of the Company showing the amount owing to the Company shall be prima facie proof for the purposes of obtaining Provisional Sentence or Summary Judgement, or for any other purpose, and it shall rest with the Debtor or myself/ourselves to prove that such amount is not owing to the Company.
- 9. Should I/we fail to comply with any of the provisions of this Deed of Suretyship, and in the event of legal action taken by the Company against me/us and being successful, either partially or in full, I/we hereby undertake to pay all costs incurred and of all such legal proceedings of the Company calculated on the attorney/own client scale including collection, commission and tracing fees.
- 10. I/We hereby consent to the jurisdiction of the Magistrate's Court in regard to any proceedings that may be instituted by the Company under this Suretyship.
- 11. No variation or waiver of the Deed of Suretyship shall be valid unless reduced to writing, and signed by or on behalf of the Company by a person duly authorized in writing.
- 12. I/We hereby choose our domicilium citandi et executandi at the home address/s stated on this Deed of Suretyship.

I/We have read, understood and hereby indicate/confirm, by signing hereunder, that I/we fully accept the Terms and Conditions of this Deed of Suretyship, as set out above.

SIGNED at _____ on this _____ day of _____ 201_____

SIGNATORY (Surety 1)

PRINT NAME

WITNESS

As is required by law, the Spouse of the above Surety to whom he/she is married in community of property by virtue of his/her signature hereof consents to the execution of this document.

SIGNATORY (Spouse 1)

PRINT NAME

WITNESS

All parties (Sureties and Witnesses) must initial all/any insertions/amendments/alterations where indicated.

SIGNATORY (Surety 2)

PRINT NAME

WITNESS

As is required by law, the Spouse of the above Surety to whom he/she is married in community of property by virtue of his/her signature hereof consents to the execution of this document.

SIGNATORY (Spouse 2)

PRINT NAME

WITNESS

All parties (Sureties and Witnesses) must initial all/any insertions/amendments/alterations where indicated.