

ACCOUNT APPLICATION FORM AND SURETYSHIP

No:

| | | | | | |
|------------------------------|----------------------------------|--------------------------------------------|--------------------------------------|------------------------------------------|---------------------------------|
| 1. Name of firm: | | | | | |
| 2. Trading name: | | | | | |
| 3. State whether hirer is a: | <input type="checkbox"/> Company | <input type="checkbox"/> Close Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor | <i>(Tick appropriate block)</i> |

| | | | | | |
|---------------------------------|------|------|--------|-------|--|
| 4. Physical address: | | | | | |
| 5. Postal address: | | | | | |
| 6. Tel: | | Fax: | | Cell: | |
| Person responsible for account: | | | Email: | | |
| | Tel: | | Fax: | | |
| Financial Director/Manager: | | | | | |
| | Tel: | | Fax: | | |

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|-----------------------------------------------------------|------|---------|------|--|--|
| 7. If hirer is a registered company or close corporation. | | | | | |
| 7.1 Address of registered office | | | | | |
| 7.2 Name and address of Auditors | | | | | |
| | Tel: | | Fax: | | |
| 7.3 Registered No: | | VAT No: | | | |

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|----------------------|-------------------------------------|-----------------------------------|------------------------------------|----------------------------------|---------------------------------|
| 8. Details of: | <input type="checkbox"/> Proprietor | <input type="checkbox"/> Partners | <input type="checkbox"/> Directors | <input type="checkbox"/> Members | <i>(Tick appropriate block)</i> |
| i) Full Names: | | | | I.D No: | |
| Residential address: | | | | | |
| ii) Full Names: | | | | I.D No: | |
| Residential address: | | | | | |
| iii) Full Names: | | | | I.D No: | |
| Residential address: | | | | | |
| iv) Full Names: | | | | I.D No: | |
| Residential address: | | | | | |
| v) Full Names: | | | | I.D No: | |
| Residential address: | | | | | |

ACCOUNT APPLICATION FORM AND SURETYSHIP *(continued)*

Please attach the following documents to the application form:

- Tax clearance certificate Letter from the bank
 Copy of all directors I.D. documents Copy of company documents (CK2 or CM29)

9. State whether ever insolvent: Yes | No If yes, date rehabilitated: / /

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|------------------------------------------|--|
| 10. Nature of business: | |
| 11. Year business commenced: | |
| 12. Details of immovable property owned: | |
| 12.1 Description: | |
| 12.2 Name of registered owner/s: | |

| 13. Trade references: | | |
|-----------------------|------------------|----------------|
| Name of Company: | Contact details: | Account limit: |
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|---------------------|---------------------------------------------------------------------|--------------|--|
| 14 a. Bank details: | | | |
| Account name: | | | |
| Bank Name: | | Branch: | |
| Account no: | | Branch code: | |
| Type of account: | <input type="checkbox"/> Current <input type="checkbox"/> Savings | | |

ACCOUNT APPLICATION FORM AND SURETYSHIP *(continued)*

| | | | |
|---------------------|---------------------------------------------------------------------|--------------|--|
| 14 b. Bank details: | | | |
| Account name: | | | |
| Bank Name: | | Branch: | |
| Account no: | | Branch code: | |
| Type of account: | <input type="checkbox"/> Current <input type="checkbox"/> Savings | | |

| | | | |
|---------------------|---------------------------------------------------------------------|--------------|--|
| 14 c. Bank details: | | | |
| Account name: | | | |
| Bank Name: | | Branch: | |
| Account no: | | Branch code: | |
| Type of account: | <input type="checkbox"/> Current <input type="checkbox"/> Savings | | |

I/We acknowledge that all agreements for the hire of plant or equipment to be entered into me/us with Mashova Plant (Pty) Ltd will be subject to the terms and conditions of hire which form part of this account application form. I/We declare that we are familiar with those Terms and Conditions of Hire. I/We warrant that the information furnished above is true and correct in every respect. I/We acknowledge that I/We have read and understood the hire agreement and the terms and conditions contained on the other side of the hire conditions and agree that the hire agreement and the conditions contained on the reverse side shall be binding on me/us in respect of all transactions entered into between myself/ourselves and Mashova Plant (Pty) Ltd.

Date: _____

Signature: _____

Capacity: _____

ACCOUNT APPLICATION FORM AND SURETYSHIP *(continued)*

CONSENT:

Mashova may give information as to how you manage your account to any credit bureau.

SURETYSHIP:

I/We the undersigned hereby bind myself/ourselves as surety for and co-principal debtor in solidum with the hirer referred to in clause 1 above (the hirer) for the payment of all amounts which the hirer may presently owe or may in the future owe to Mashova Plant (Pty) Ltd arising out of any indebtedness whatsoever.

Date: _____

| | |
|-------------------|--|
| Full names: | |
| I.D./Passport No: | |
| Signature: | |
| Witness: | |

Date: _____

| | |
|-------------------|--|
| Full names: | |
| I.D./Passport No: | |
| Signature: | |
| Witness: | |

TERMS AND CONDITIONS

1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "Us" mean the supplier of the hired equipment. "You" means the person, firm, company, corporation or public authority or body to whom we supply Equipment on hire. "Equipment" means the hired items referred to in the Contract. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing.

2. BASIS OF CHARGING

You will pay the hire charges stated in the quote. All charges are payable on demand. If payment is not made within 30 days of statement, we will be entitled to interest on the amount that is overdue at 2.5% per month above the prevailing prime lending rate of ABSA calculated on a monthly basis. This will be without prejudice to any other rights or remedies we may have. You will also pay to us any charges we reasonably incur in the recovery from you of money or Equipment. Arrear accounts: We reserves the right to discontinue any account in respect of which payments have fallen in arrears. In the event of this being exercised, the full balance then owing to MASHOVA shall become due payable on demand. When the account is discontinued, any future hire agreements between you and us will be on a cash only delivery basis.

3. DELIVERY AND TRANSPORT CHARGES

Hire charges do not include transport. You will pay to us any agreed charges for delivering or collecting Equipment. Where we quote transport charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified (Please refer to minimum hours quoted). You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions.

4. MAXIMUM PERIOD OF AGREEMENT *(If you are not incorporated)*

If you are an individual or a partnership, or an unincorporated body of persons, the Contract will terminate no later than three months from the beginning of the period of hire. In such circumstances you must restore the Equipment to us before close of business on the day before the end of the three month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

5. WHEN THE CONTRACT COMES INTO BEING

The Contract comes into being when:

1. You have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.
2. Signed quotation.
3. Approved credit facilities signed off by Mashova's Financial Manager.

6. SAFETY AND INSTRUCTIONS

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use and that they are in possession of all instructions supplied by us. You must ensure that the Equipment is not misused. Our operators are compulsory with the plant hirer. Only Mashova's operators and/or service mechanics are allowed to operate or work on the plant.

7. WHEN YOUR SIGNATURE FOR RECEIPT OF EQUIPMENT BECOMES EFFECTIVE

Where for administrative convenience, you or your agent are requested by us to sign a receipt of hire contract for the Equipment before it is handed over, you or your agent will be given the opportunity to examine the Equipment when it is physically handed over to you or your agent. The receipt will not be effective until immediately after the physical handover.

8. RESPONSIBILITY OF HIRER *(Your Responsibility)*

- (i) We will be responsible for the loading and unloading of the Equipment at the address specified by you. We will also be responsible for the loading and unloading of the Equipment at our premises when the Equipment is transported by you or your agent.
- (ii) Your responsibility for the Equipment begins when you or your agent receive the Equipment. If it is delivered to you, your responsibility begins on delivery. Your responsibilities include safekeeping of the Equipment, and protection against the elements, theft, vandalism or improper

ACCOUNT APPLICATION FORM AND SURETYSHIP *(continued)*

use. You are responsible for the return of the Equipment or making clear arrangements with us for the collection of the Equipment at the end of hire. Your responsibility ends only when the Equipment has been returned or collected and you have our unqualified receipt for all of the Equipment. You must not sell or otherwise part with control of the Equipment.

- (iii) You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it.

9. ELECTRICAL EQUIPMENT

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. Please notify us immediately should there be any technical problems.

10. LOCATION OF EQUIPMENT

Equipment must not be removed without our authority from any site originally specified by you or from any site we subsequently authorise. Should our equipment be moved without our prior consent all costs involved in collecting the equipment will be for the hirer's account.

11. LIMITS OF OUR LIABILITY

- (i) We will not be liable for any delays caused by any circumstances beyond our reasonable control.
(ii) We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

12. TERMINATION OF HIRE

We will be entitled at any time if you break this Contract or if any proceedings are commenced in which your solvency is called into question to terminate this Contract with immediate effect and to return any or all of the Equipment. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract.

13. OUR RIGHTS OF ACCESS

You authorise us to enter any land or premises where we reasonably believe any Equipment to be, in order to inspect, test, repair, replace or return it.

14. RIGHTS RESERVED

Any failure by us to enforce any or all of these Conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

15. SEPARATE TERM VALIDITY AND HEADINGS

If any term in this Contract is held invalid this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.

| | | | |
|---------------------------|------------------------------------------------------------|------------------|--|
| Internal use only: | | | |
| 1. References checked: | | Date: | |
| 2. Bank code received: | | Date: | |
| 3. Account approved: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Account limit: R | |
| Authorised by: | | | |

Financial Manager

Branch Manager