

Instalment Sale Agreement

made and entered into by and between

ZA ONLINE STORE PROPRIETARY LIMITED
(Registration Number: 2003/022401/07)

and

(Registration Number:/...../.....)
("the PURCHASER")

Instalment Sale Agreement

Made and entered into by and between ZA Online Stores (Pty) Ltd t/a iStore and the purchaser.

1. INTERPRETATION
 1.1. The headnotes to this agreement are for reference purposes only and shall not govern the interpretation of any of the clauses of this agreement.
 1.2. Unless the contrary intention appears from the context:
 1.2.1. words signifying one gender shall mean and include the other genders;
 1.2.2. words signifying the singular shall include the plural and vice versa;
 1.2.3. reference to natural persons shall mean and include reference to artificial persons and vice versa.
2. DEFINITIONS
 In this agreement, unless the context clearly otherwise indicates, the words, expressions and phrases set out below shall have the meanings assigned to them as follows:
- 2.1. "the / this agreement": this agreement, the SCHEDULE, the declaration referred to in clause 16 below and any other attachments appended hereto from time to time, and any extensions of this agreement which may be agreed to by ZA ONLINE STORE in writing;
- 2.2. "ZA ONLINE STORE": ZA Online Store Proprietary Limited, its nominees, orders and/or assigns;
- 2.3. "the PURCHASER": the juristic person whose name appears on the face of this agreement, and that entity's successors in title;
- 2.4. "the EQUIPMENT": the computer equipment described in the SCHEDULE;
- 2.5. "the SCHEDULE": the SCHEDULE annexed to this agreement;
- 2.6. "COMMENCEMENT DATE": the date of signature of this agreement by the last party signing;
- 2.7. "DELIVERY DATE": the delivery date specified in the SCHEDULE;
3. SALE
 3.1. With effect from the COMMENCEMENT DATE ZA ONLINE STORE hereby sells to the PURCHASER who hereby purchases the EQUIPMENT from ZA ONLINE STORE upon all of the terms and conditions contained herein.
 3.2. ZA ONLINE STORE will deliver the EQUIPMENT to the PURCHASER on the DELIVERY DATE.
4. COMMENCEMENT AND PERIOD OF AGREEMENT
 4.1. This agreement will commence on the COMMENCEMENT DATE and will continue for the period/s stipulated in the SCHEDULE.
 4.2. In the event of this agreement continuing for any reason and for any period/s beyond the period/s specified in the SCHEDULE then all of the terms and conditions of this agreement shall continue to apply during such extended period/s.
 4.3. The period of this agreement may only be extended in the sole and absolute discretion of ZA ONLINE STORE, who must consent thereto in writing. An extension may only be granted by ZA ONLINE STORE, where the PURCHASER has complied fully with all of its obligations in terms of this agreement.
5. OWNERSHIP AND POSSESSION
 5.1. Ownership of the EQUIPMENT shall at all times remain vested in ZA ONLINE STORE until any and all amounts payable by the PURCHASER in terms hereof have been paid in full.
 5.2. Upon the early termination of this agreement for any reason whatsoever, the PURCHASER shall not be entitled to retain possession, use or enjoyment of the EQUIPMENT but shall be obliged to forthwith return the EQUIPMENT to ZA ONLINE STORE.
 5.3. Neither the PURCHASER nor any person on its behalf shall at any stage during the currency of this agreement acquire ownership of the EQUIPMENT other than as is specifically provided for herein.
6. WARRANTIES AND EXCLUSIONS
 6.1. Save for those warranties expressly given by the manufacturer of the EQUIPMENT, ZA ONLINE STORE gives no warranties or assurances and makes no promises or representations to the PURCHASER of or concerning the EQUIPMENT.
 6.2. ZA ONLINE STORE has the right to transfer the use and possession of the EQUIPMENT to the PURCHASER as recorded herein.
 6.3. No third party shall have any right to dispossess the PURCHASER of the EQUIPMENT.
 6.4. It is recorded that the manufacturer's warranty in respect of the EQUIPMENT excludes any claim arising from or liability caused by:
 6.4.1. damage due to accident, abuse, neglect, misuse (including faulty installation, repair or maintenance by anyone other than ZA ONLINE STORE or a party authorised by ZA ONLINE STORE), unauthorised modification, improper environment (including lack of proper temperature or humidity controls) unusual physical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire or acts of God; and/or
 6.4.2. problems or damage caused by a device other than the EQUIPMENT.
 6.5. The manufacturer's warranty does not cover and ZA ONLINE STORE shall not be liable for the recovery or replacement of any data or software stored on the EQUIPMENT or the repair, replacement or maintenance of items that are subject to wear and tear, such as cases, key caps, mice, keyboards, knobs, handles, batteries, CD and DVD drives or mechanical parts.
 6.6. Should ZA ONLINE STORE agree to or effect any warranty claims, it shall be entitled to use new or refurbished parts in the repair of any of the EQUIPMENT.
 6.7. It is specifically recorded that ZA ONLINE STORE does not warrant that the EQUIPMENT is fit or suitable for the purposes intended by the PURCHASER and that the PURCHASER shall have no claim of whatsoever nature against ZA ONLINE STORE and shall not have any right to suspend or withhold the performance of its obligations in terms of this agreement in the event that the EQUIPMENT is not fit for the purposes intended by the PURCHASER. It is recorded that the PURCHASER has studied the EQUIPMENT and has satisfied itself fully that the EQUIPMENT is sufficient for and meets the requirements of the PURCHASER.
7. PAYMENT
 7.1. The PURCHASER shall pay the deposit in the amount stated in the SCHEDULE on the COMMENCEMENT DATE.
 7.2. All further instalments payable by the PURCHASER to ZA ONLINE STORE shall be as set out in the SCHEDULE which instalments shall be paid:
 7.2.1. Monthly in advance on the dates referred to in the SCHEDULE until all amounts due by the PURCHASER to ZA ONLINE STORE in terms hereof have been paid in full;
 7.2.2. subject to the terms and conditions of this agreement;
 7.2.3. without any deduction or set-off;
 7.2.4. unconditionally; and
 7.2.5. by way of debit order or at the address of ZA ONLINE STORE as referred to in the SCHEDULE.
 7.3. The PURCHASER shall not be entitled to withhold payment of any amounts due under this agreement for any reason whatsoever.
8. RISK AND INSURANCE
 8.1. The PURCHASER shall bear any and all risk of damage, theft or destruction, whether partial or incomplete, of the EQUIPMENT and arising from any cause of whatsoever nature or description.
 8.2. The PURCHASER shall be obliged to insure the EQUIPMENT fully and comprehensively against any and all loss and damage, whether caused by accident, fire, theft or any other cause whatsoever, and for an amount equivalent to not less than the purchase price as reflected in the SCHEDULE.
 8.3. The PURCHASER shall produce to ZA ONLINE STORE at all times on demand written proof of the currency and existence of such insurances and that ZA ONLINE STORE's interest in the policy of insurance has been noted.
 8.4. In the event of the EQUIPMENT becoming lost, damaged or destroyed at any time during the currency of this agreement the PURCHASER shall:
 8.4.1. forthwith and in writing notify ZA ONLINE STORE accordingly; and
 8.4.2. take all steps necessary to lodge a claim with the insurers of the EQUIPMENT and to ensure that such claim is properly pursued to completion; and
 8.4.3. procure that payment of an amount being not less than the balance owing by the PURCHASER to ZA ONLINE STORE under this agreement at the time of such loss, damage or destruction is paid by the insurers to ZA ONLINE STORE in full.
 8.5. In the event of the EQUIPMENT becoming lost, damaged or destroyed at any time during the currency of this agreement and the PURCHASER having failed for any reason to insure the EQUIPMENT or to carry out the PURCHASER's obligations in terms hereof or in terms of any such policy of insurance, the PURCHASER shall continue to make payment to ZA ONLINE STORE of the monthly instalments due by the PURCHASER in accordance with this agreement until such time as all amounts payable by the PURCHASER to ZA ONLINE STORE have been paid in full.
 8.6. Notwithstanding anything else in this agreement or elsewhere contained, the PURCHASER hereby agrees that under no circumstances whatsoever shall ZA ONLINE STORE be responsible for any special, indirect, consequential [damages which follow as a result of], incidental [minor or secondary] or exemplary damages [damages intended to reform or deter a party from engaging in conduct similar to that which formed the basis of the lawsuit] or loss of future business or goodwill [value of an entity over and above the value of its assets], howsoever arising, whether in contract

	or delict [this is an intentional or negligent act which gives rise to a legal obligation between parties even though there has been no contract between them] or as a result of the failure by ZA ONLINE STORE to comply with any of its obligations in terms of this agreement or otherwise.		
9.	THE PURCHASER'S OBLIGATIONS		
9.1.	The PURCHASER undertakes, in favour of ZA ONLINE STORE, that it will during the currency of this agreement properly and carefully maintain and care for the EQUIPMENT at all times, so as to ensure that the EQUIPMENT is in proper working order and condition and so as to ensure that the value of the EQUIPMENT is not in any way detrimentally affected other than through the normal attrition thereof by the passage of time.	11.1.	In addition to the rights of ZA ONLINE STORE recorded herein ZA ONLINE STORE shall be entitled to: cede, assign and/or transfer all of its rights, title, interests and obligations in and to this agreement and in and to the EQUIPMENT either outright or as collateral security, provided that should ZA ONLINE STORE assign any of its obligations hereunder to a third party, it shall ensure that the third party has the resources and abilities to ensure compliance with the obligations undertaken by ZA ONLINE STORE in terms of this agreement;
9.2.	ZA ONLINE STORE and its duly authorised representatives shall, for the purpose of inspecting the EQUIPMENT, have the right to enter upon the PURCHASER's premises at all reasonable times and by giving reasonable notice to the PURCHASER prior thereto.	11.2.	recover from the PURCHASER all costs and expenses which ZA ONLINE STORE incurs as a result of any breach of this agreement by the PURCHASER including all legal costs (including costs on an attorney and own client scale and collection commission which includes and means all the attorney's/s' costs which are payable by the successful party to its attorney), costs of taking or receiving possession, removing, storing, selling or re-letting the EQUIPMENT and repairing or restoring the EQUIPMENT to the condition in which it was at the COMMENCEMENT DATE;
9.3.	If in the view of ZA ONLINE STORE the level of care exercised by the PURCHASER in respect of the EQUIPMENT is inadequate or does not conform to the standards stipulated by ZA ONLINE STORE from time to time, ZA ONLINE STORE reserves the right to call on the PURCHASER to achieve and maintain such standards, at the PURCHASER's cost. Should the PURCHASER fail to comply with ZA ONLINE STORE's instructions and directions, ZA ONLINE STORE shall be entitled to take such steps as it deems necessary or appropriate to protect its interest and enforce its rights, without prejudice to those rights conferred on it in terms of 12 below.	11.3.	advise the Landlord of the premises at which the EQUIPMENT may be kept from time to time of its interests in the EQUIPMENT;
9.4.	Should the PURCHASER require any technical maintenance and/or rectification of the EQUIPMENT to be carried out, the PURCHASER shall, at its own cost, be obliged to contract with ZA ONLINE STORE for such maintenance and/or rectification upon ZA ONLINE STORE's then prevailing terms and conditions in relation to such maintenance and/or rectification.	11.4.	in the event of any lien, claim or attachment arising over the EQUIPMENT, without prejudice to any of its rights and without any obligation to do so, discharge such lien and to recover the amount paid by it to do so from the PURCHASER forthwith on demand.
9.5.	Under no circumstances shall the PURCHASER allow or permit any maintenance and/or remedial work to be carried out on the EQUIPMENT other than by an authorised representative of ZA ONLINE STORE.	12.	BREACH
9.6.	The PURCHASER shall ensure that it does not do, omit to do, permit to be done and/or conduct itself in any manner or omit to conduct itself in any manner which is likely to or which could possibly result in the attachment or other encumbrance of the EQUIPMENT by any third party.	12.1.	In the event of the PURCHASER failing to make payment of any amount due to ZA ONLINE STORE on the due date thereof; or in the event of the PURCHASER breaching any of the other terms of this agreement, all of which are recorded to be material, and in respect of which time is declared to be of the essence, and except where other time limits are provided for in this agreement, and the PURCHASER failing to remedy such breach within 7 (seven) days after the delivery of written notice by ZA ONLINE STORE to the PURCHASER calling on the PURCHASER to remedy such breach or to comply with such obligation, or in the event of the PURCHASER committing an act of insolvency or in the event of the PURCHASER seeking to enter into any compromise with its creditors or in the event of the PURCHASER being placed into liquidation or under business rescue, or in the event of the directors or the shareholders of the PURCHASER resolving to wind up the PURCHASER (whether by Order of Court or voluntarily) or in the event of the PURCHASER allowing a default judgment to be entered against it and failing to rescind such judgment within a period of 14 (fourteen) days from the date of the judgment or in the event of any of the assets of the PURCHASER being seized or taken in execution, ZA ONLINE STORE shall have the right and option, without prejudice and in addition to all of its other rights in terms hereof or at law, either to:
9.7.	The PURCHASER shall:	12.1.1.	continue to enforce this agreement and to recover from the PURCHASER from time to time the instalments and any other amounts due in terms hereof as and when these fall due; or
9.7.1.	use the EQUIPMENT only for the purpose and in the manner for which it is designed and shall ensure that the EQUIPMENT is at all times used solely as allowed by statute and any applicable regulations promulgated thereunder and by competent personnel;	12.1.2.	terminate this agreement and forthwith resume possession of the EQUIPMENT and in such event to claim payment of:
9.7.2.	not knowingly use or permit the EQUIPMENT to be used in contravention of any statute for the time being in force, or in any way contrary to law;	12.1.2.1.	all arrear instalments and all other arrears due by the PURCHASER as at the date of such termination; and
9.7.3.	not permit the EQUIPMENT to be used for any purpose for which it is not suitable;	12.1.2.2.	the aggregate of the balance of the instalments due for the unexpired portion of this agreement together with all valued added tax and other imposts which may be due thereon less an amount equal to the appraised value of the EQUIPMENT as determined by a sworn appraiser; and
9.7.4.	be responsible for the conduct or omission of any person in its employ or over whom it has control and who uses the EQUIPMENT and shall take all reasonable steps available to it to ensure that the EQUIPMENT is used only in the course of the business of the PURCHASER and for no other reason or purpose whatsoever.	12.1.2.3.	to recover all costs incurred by ZA ONLINE STORE in enforcing and exercising its rights in terms hereof including without limitation costs as between an attorney and own client and collection commission.
9.7.5.	be obliged to notify ZA ONLINE STORE in writing of any defects which become manifest in the EQUIPMENT so that ZA ONLINE STORE can timeously submit any warranty claim which may be available (in the event that the EQUIPMENT is at that time subject to and covered by the manufacturer's warranty) and if the EQUIPMENT is not covered by the manufacturer's warranty, to enable ZA ONLINE STORE to use its best endeavours to attend to the rectification and repair thereof at the expense of the PURCHASER.	12.2.	Should ZA ONLINE STORE require to retake possession of the EQUIPMENT, the PURCHASER shall afford ZA ONLINE STORE full and unrestricted access to its premises to facilitate the removal of the EQUIPMENT.
9.8.	The PURCHASER shall not:	13.	PROCEDURE ON TERMINATION
9.8.1.	sub-let or lend the EQUIPMENT;	13.1.	On the termination of this agreement for any reason whatsoever the PURCHASER shall be obliged at its cost to return the EQUIPMENT to ZA ONLINE STORE at ZA ONLINE STORE's then principal place of business provided that such principal place of business is situate within the greater Johannesburg area;
9.8.2.	part with possession of the EQUIPMENT or allow the EQUIPMENT to be removed from its premises save for laptop computers where such removal is essential;	13.2.	Without in any way derogating from or limiting the generality of the foregoing the PURCHASER shall ensure that all of the hard drives of the computers forming part of the EQUIPMENT shall be returned to ZA ONLINE STORE together with the rest of the EQUIPMENT. If the PURCHASER advises ZA ONLINE STORE in writing of its desire to delete from the hard drives any of the PURCHASER's proprietary information, ZA ONLINE STORE will, in conjunction with a designated representative of the PURCHASER and in the presence of such representative take such steps and do whatever may be necessary to completely erase from the hard drives such proprietary information.
9.8.3.	cede, assign, transfer or pledge any of its rights or obligations hereunder or permit the EQUIPMENT to become subject to a lien, attachment or other encumbrance. If the EQUIPMENT or any part thereof does become subject to a lien or attachment, the PURCHASER shall notify ZA ONLINE STORE in writing forthwith of such event and shall take such steps and do whatever may be necessary to ensure that such lien or attachment or encumbrance is forthwith discharged; including, without limitation, the payment of any amounts which may be necessary to secure such release or discharge;	13.3.	Nothing contained herein shall be construed as inhibiting or limiting the rights of ZA ONLINE STORE to take possession of the EQUIPMENT including all hard drives regardless of the information contained therein.
9.8.4.	have any claim against ZA ONLINE STORE except as provided for in this agreement;	14.	DOMICILIA, NOTICES AND JURISDICTION
9.9.	The PURCHASER shall give immediate notice to ZA ONLINE STORE in writing of any change in its business address and/or the address at which the EQUIPMENT is situated.	14.1.	The parties hereby choose as their domicilium citandi et executandi the physical addresses reflected in the SCHEDULE.
9.10.	The PURCHASER shall operate and use the EQUIPMENT, and any software installed therein, in accordance with the operating instructions and procedures stipulated by the manufacturer of the EQUIPMENT.	14.2.	All notices which are to be given in terms of this agreement shall be:
9.11.	The PURCHASER will not be entitled to use or install in the EQUIPMENT any software which is not specifically approved in writing by ZA ONLINE STORE. The PURCHASER shall use all commercially reasonable measures to screen any software so utilized or any data imported into the EQUIPMENT so as to avoid the introduction of any virus or other computer software routine which is designed to permit access to or use by third parties of the software which are not authorised by this agreement or to disable or damage any of the EQUIPMENT or erase or delay access to any of the software or data or to perform any other similar actions.	14.2.1.	given in writing;
10.	GENERAL OBLIGATIONS OF ZA ONLINE STORE	14.2.2.	addressed by the party giving the notice to the party receiving the notice at the latter's domicilium as selected above;
10.1.	ZA ONLINE STORE shall procure that the EQUIPMENT is covered by the manufacturer's limited-time warranty and that it shall not do or omit to do anything which will vitiate the manufacturer's obligations in terms of the warranties given in respect of the EQUIPMENT.	14.2.3.	delivered or sent by prepaid registered post and if so sent shall be deemed to have been received on the date of delivery if delivered by hand or 3 (three) business days after date of posting if posted by prepaid registered post.
10.2.	Save as aforesaid ZA ONLINE STORE shall attract no obligations and shall incur no liability towards the PURCHASER from whatsoever cause arising, it being recorded that ZA ONLINE STORE's obligations are limited and confined to those expressly set out herein. Without in any way derogating from or limiting the generality of the foregoing no liability shall attach to ZA ONLINE STORE as a consequence of any issues, failures or malperformances caused or created by network infrastructure limitations or failures including, without limitation, the cables, switches, routers and any other network related hardware or any of the PURCHASER's other computing infrastructure.	14.3.	The parties shall be entitled to change their address for the purposes of this paragraph by giving written notice to the other parties to that effect provided that such new address shall be situate within the borders of the Republic of South Africa.
11.	THE RIGHTS OF ZA ONLINE STORE	14.4.	All of the parties agree and consent that a party desirous of instituting legal proceedings which might arise out of or in connection with this agreement may do so in any Magistrates' Court having territorial jurisdiction notwithstanding that the value of the claim in dispute may exceed the jurisdiction of such Court. Notwithstanding the foregoing, the parties may in their discretion institute legal proceedings arising out of or in connection with this agreement in any Division of the High Court having jurisdiction.
		15.	SURETYSHIP BY DIRECTORS/MEMBERS OR THIRD PARTIES
		15.1.	I, by my signature hereto (which appears below) do, in addition to the

Initial

above, hereby bind myself, jointly and severally, in my private and individual capacity as surety for and co principal debtor in solidum [for the whole] with the PURCHASER in favour of ZA ONLINE STORE for the due performance of any obligation of the PURCHASER and for the payment to ZA ONLINE STORE by the PURCHASER of any amounts which may now be owing or at any time become owing to ZA ONLINE STORE by the PURCHASER from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions ZA ONLINE STORE acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled, in writing, by ZA ONLINE STORE and then only provided that all sums then owing by the PURCHASER (whether due or not) to ZA ONLINE STORE have been paid in full. The rights in and to this suretyship may be ceded by ZA ONLINE STORE. I hereby renounce the benefits of:

- 15.1.1. excussion - by renouncing this benefit, I understand that ZA ONLINE STORE becomes entitled to sue me for the full amount for which I am liable in terms of this suretyship, without first proceeding against the PURCHASER;
- 15.1.2. division - by renouncing this benefit I understand that where there is more than one surety for the PURCHASER's obligations, ZA ONLINE STORE will be entitled to sue each such surety for the full amount owing under this suretyship and not only for a pro-rata [in proportion] share;
- 15.1.3. cession of action - by renouncing this benefit, I understand that ZA ONLINE STORE becomes entitled to sue me without first ceding ZA ONLINE STORE's right of action against the PURCHASER to me.
- 15.2. In the event of the PURCHASER being placed into business rescue, the general moratorium on legal proceedings placed on claims of creditors of the PURCHASER in terms of Section 133 of the Companies Act No. 71 of 2008 will not apply to ZA ONLINE STORE's claim against me in terms hereof and ZA ONLINE STORE shall in all events and at all times be entitled to claim against me and invoke the provisions of this Suretyship.
- 16. STATUTORY NOTICE: CONSUMER PROTECTION ACT NO 68 OF 2008 & NATIONAL CREDIT ACT 34 OF 2005
- 16.1. The parties acknowledge that the Consumer Protection Act 68 of 2008 ("the CPA") and the National Credit Act 34 of 2005 ("the NCA") ("the Acts") have come into effect prior to the COMMENCEMENT DATE. In accordance with the declaration signed by the PURCHASER and annexed hereto marked "A", the parties agree that the provisions of the Acts, to the extent lawfully permitted by the Acts, do not apply to this agreement by virtue of the fact that the PURCHASER constitutes a juristic person whose asset value or annual turnover exceeds the stated threshold value under the Acts.
- 16.2. The parties acknowledge, however, that sections 60 and 61 of the CPA apply to the supply of all goods and services and that, to the latter extent, the provisions thereof cannot be excluded.
- 16.3. In the event that it transpires that this agreement is subject to the provisions of the CPA and/or the NCA, the parties agree to co-operate with each other, in good faith, to attend to the necessary amendments as may be required in order to ensure that the provisions of this agreement are compliant with the relevant Act. Should the parties be unable to

resolve, to their mutual satisfaction, the required amendments to this agreement, after a period of 90 (ninety) days from when it transpired that the CPA and/or the NCA does apply, then the parties agree that the matter shall be referred to an expert for determination appointed by the parties jointly or, if they do not agree on such appointment, nominated by the Arbitration Foundation of Southern Africa, who shall act as expert and not as arbitrator and whose decision shall be final and binding on the parties. The costs of the expert shall be shared equally by the parties.

- 17. GENERAL
- 17.1. This agreement shall not be binding on either party until it shall have been accepted and signed on its behalf by a person authorised thereto.
- 17.2. The signatories to this agreement warrant their authority to sign the agreement on behalf of their principals.
- 17.3. No alteration, variation or amendment to or any consensual termination of this agreement, shall be of any force or effect unless recorded in writing and signed by all of the parties.
- 17.4. It is acknowledged that:
 - 17.4.1. This agreement contains the entire agreement between the parties;
 - 17.4.2. No terms, conditions, warranties or representations whatsoever, other than those expressly contained herein, have been agreed to or made by ZA ONLINE STORE or by any other party with authority to bind ZA ONLINE STORE;
 - 17.4.3. ZA ONLINE STORE's representative or agent who negotiate and concludes this agreement is not authorised to make any representations on ZA ONLINE STORE's behalf or to bind ZA ONLINE STORE's except as is expressly set out in this agreement;
 - 17.4.4. A certificate signed by the secretary, manager or a director of ZA ONLINE STORE for the time being, as to any amount stated in the certificate as payable and owing by the PURCHASER to ZA ONLINE STORE or due by ZA ONLINE STORE to the PURCHASER, shall constitute prime facie evidence upon its mere production of the amount so owing by the PURCHASER or by ZA ONLINE STORE;
 - 17.4.5. The parties acknowledge that they have been free to secure independent legal advice as to the nature and effect of the provisions of this agreement and that they have either taken such independent legal advice or dispensed with the necessity of doing so;
 - 17.4.6. The PURCHASER acknowledges that no representations or warranties whether as to the EQUIPMENT or as to the terms and conditions of this agreement have induced the PURCHASER to enter into this agreement. The parties shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be expressly contained herein;
 - 17.4.7. No waiver, indulgence or relaxation granted by a party to another in relation to the performance of this agreement or a breach of any obligation hereunder will be binding unless reduced to writing and will then only be binding in relation to the specific instance for which it is granted and will not prevent the subsequent enforcement of any right or obligation breached or waived/relaxed as the case may be. No failure or delay by a party to enforce or exercise a right in terms hereof will thereby be deemed to be a waiver or abandonment thereof.

Dated at _____ on this the _____ day of _____

20 _____, in the presence of the undersigned witnesses:

AS WITNESSES:

- 1. _____
- 2. _____

FOR AND BEHALF OF:

ZA Online Store (Pty) Ltd

FOR AND ON BEHALF OF THE PURCHASER AND AS SURETY AND CO-PRINCIPAL DEBTOR, SPECIFICALLY ACKNOWLEDGING THE PROVISIONS OF CLAUSE 15, I HEREBY ACKNOWLEDGING THAT WHEN I SIGNED THIS AGREEMENT BELOW, AS A SURETY AND CO-PRINCIPAL DEBTOR AND FOR AND ON BEHALF OF THE PURCHASER, THIS AGREEMENT WAS COMPLETE IN ALL RESPECTS AND I DID SO FREELY AND VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE PROVISIONS SET OUT IN CLAUSE 15.

Dated at _____ on this the _____ day of _____

20 _____, in the presence of the undersigned witnesses:

AS WITNESSES:

- 1. _____
- 2. _____

FULL NAMES:

IDENTITY NO:

 (The signatory hereby confirms and warrants that he/she is duly authorised to sign for and on behalf of the PURCHASER and that he/she is signing as surety and co-principal debtor.)



SCHEDULE



ZA Online Store (Pty) Ltd
 no. 1 Sandton Drive, Sandton
 PO Box 782162, Sandton, 2146
 tel +27 (0)11 535 9000
 web www.core.co.za

SCHEDULE

	ITEM CODE	EQUIPMENT DESCRIPTION	QTY	UNIT PRICE	TOTAL INCL VAT
1		IPAD	2	8 000,00	16 000,00
2		IPAD	1	7 500,00	7 500,00
3					-
4					-
5					-
6					-
TOTAL PURCHASE:					23 500

Delivery Date:

Total Purchase Price payable as follows:

INITIAL PERIOD - 6 Months (with a final settlement payable at the end of 6 months)

Number	Date	Payment Type	Amount
1	25-May-13	Deposit	1 958,33
2	01-Jul-13	Instalment	1 958,33
3	01-Aug-13	Instalment	1 958,33
4	01-Sep-13	Instalment	1 958,33
5	01-Oct-13	Instalment	1 958,33
6	01-Nov-13	Instalment	1 958,33
7	01-Nov-13	Final Settlement	11 750,00
Total			23 500,00

All Instalments and Settlements are payable by debit order.
If Instalments 1 to 5 above are received in full, timeously and in accordance with the agreement, then the Final Settlement (7 above) will not be required on the same date as Instalment 6. Instead, the agreement will automatically extend, subject to the same terms and conditions, for a further period of 6 months as per below:

EXTENDED PERIOD (where applicable and authorised by ZA Online Store (Pty) Ltd)

Number	Date	Payment Type	Amount
Amounts Settled in first 6 Instalments as per above			11 750,00
7	01-Dec-13	Instalment	1 958,33
8	01-Jan-14	Instalment	1 958,33
9	01-Feb-14	Instalment	1 958,33
10	01-Mar-14	Instalment	1 958,33
11	01-Apr-14	Instalment	1 958,33
12	01-May-14	Instalment	1 958,33
Total			23 500,00

For and on behalf of:

In my personal capacity:

Purchaser
 Name: _____
 PHYSICAL Address: _____

 Reg #: _____
 Contact #: _____
 Email: _____
 Fax: _____

Surety
 Name: _____
 PHYSICAL Address: _____

 ID / Reg #: _____
 Contact #: _____
 Email: _____
 Fax: _____

For and on behalf of:

 ZA Online Store (Pty) Ltd
 no. 1 Sandton Drive, Sandton
 Bank: FNB
 Branch: Wierda Valley
 Branch Code: 250655
 Account Number: 62245116761
 Reference:



Declaration

Made and entered into by and between ZA Online Stores (Pty) Ltd t/a iStore and the purchaser.

We, the undersigned _____

Registration number _____

do hereby certify that:

1. For the purposes of Section 4(1)(a)(i) of the National Credit Act No. 34 of 2005 and at the time of signing this declaration our:

1.1. Asset value exceeds R1.000.000-00 (One Million Rand):

Yes No

1.2. Annual turnover exceeds R1.000.000-00 (One Million Rand):

Yes No

2. For the purposes of Section 5(2)(b) read with Section 6 of the Consumer Protection Act No. 68 of 2008 and at the time of signing this declaration our:

2.1. Asset value exceeds R2.000.000-00 (Two Million Rand):

Yes No

2.2. Annual turnover exceeds R2.000.000-00 (Two Million Rand):

Yes No

Thus done and signed at _____ **Date** _____

AS WITNESSES:

1. _____

2. _____

FOR AND BEHALF OF:

The signatory hereby confirms and warrants that he/she is duly authorised

Debit Order Authorisation

ZA ONLINE STORE PROPRIETARY LIMITED
(Registration Number: 2003/022401/07)

A. AUTHORITY

Given by: (name of account holder) _____

Address: _____

Bank name _____

Branch and code _____

Account number _____

Date _____

Type of account

Current

Cheque

Savings

Transmission

To: ZA ONLINE STORE PROPRIETARY LIMITED (Registration Number: 2003/022401/07)

Beneficiary's address: 1 Sandton Drive, Sandton

This signed Debit Order Authorisation Form refers to the Instalment Sale Agreement concluded by me/us with ZA Online Store on ____/____/____ (“the Agreement”).

I/We hereby authorise ZA Online Store to issue and deliver payment instructions to your banker for collection against my/our above mentioned account at my/our above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement

My/our authority granted in terms hereof will commence on ____/____/____ and continue until this Debit Order Authorisation Form and the authority and mandate granted by me/us in terms hereof, are terminated by me/us by giving ZA Online Store notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered by hand to ZA Online Store's address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered on the 1st day (“payment day”) of each and every month commencing on ____/____/____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, ZA Online Store is entitled to track my/our account and re-present the instruction for payment as soon as sufficient funds are available in my/our account.

I/we understand that in the event that any debit order due in terms of this Debit Order Authorisation is rejected by my/our bank, all related bank rejection fees shall be for my/our account. I/we further agree to pay any and all bank charges relating to this Debit Order Authorisation.

I /we understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

I/we, the authorised signatory/ies hereof, warrant that I/we are duly authorised to sign this Debit Order Authorisation Form and grant the necessary authority and mandate in terms hereof and by my/our signature hereto, confirm that I/we shall have no claims against ZA Online Store arising out of this Debit Order Authorisation Form and/or the authority and mandate granted by me/us in terms hereof.

I/we undertake to ensure that adequate funds are at all times available in the bank account as detailed above, so as to cover all amounts due by me/us in terms of the Agreement.

I/we undertake to immediately inform ZA Online Store of any changes to my/our bank account details as listed above.

B. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

C. CANCELLATION

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

D. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Dated at _____ on this the _____ day of _____
20 _____, in the presence of the undersigned witnesses:

AS WITNESSES:

- 1. _____
- 2. _____

FOR AND BEHALF OF:

Account Holder
(Signature as used for operating the account)

FOR OFFICE USE ONLY

This agreement reference number is: _____

