

# DURASCAFF CC T/A NUFORM SOUTH COAST

FORMWORK & SCAFFOLDING

CK 2003/054567/23 - PO BOX 405, SHELLY BEACH, 4265 TEL: 039-3150139 FAX: 086 530 3812

## TERMS AND CONDITIONS • CONTRACTUAL/TRADING CONDITIONS • CREDIT APPLICATION FORM

### APPLICANT

NAME (IN FULL)	COMPANY REG.NO.
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TRADING AS
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POSTAL ADDRESS	POSTAL CODE
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STREET ADDRESS	(Chosen domicilium citandi et executandi)
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TEL NOS.	FAX NO.	EMAIL.	ACCOUNTS CONTACT NUMBER
CELL NOs.			Email address:

ARE YOU	PTY (LTD)	CLOSED CORPORATION	PARTNERSHIP	SOLE TRADER (PRIVATE)	VAT REG NO:
X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

*DIRECTORS/PARTNERS/MEMBERS	STREET ADDRESS	REGISTERED ADDRESS FOR SERVICE	I.D. NO.
FULL NAME			CONTACT NO.
			Email address.

FULL NAME	STREET ADDRESS	REGISTERED ADDRESS FOR SERVICE	I.D. NO.
			CONTACT NO.
			Email address.

FULL NAME	STREET ADDRESS	REGISTERED ADDRESS FOR SERVICE	I.D. NO.
			CONTACT NO.
			Email address.

NATURE OF BUSINESS				DATE COMMENCED/ INCORPORATED	
ACCOUNTANTS/ AUDITORS	NAME	ADDRESS			
*	<b>TRADE REFERENCES (excluding Hire Purchase or Lease)</b>				
NAME OF SUPPLIERS	ADDRESS	TERMS	AMOUNT	HOW LONG KNOWN	TEL.NO & CODE
1.					
-----	-----	-----	-----	-----	-----
2.					
-----	-----	-----	-----	-----	-----
3.					
-----	-----	-----	-----	-----	-----
4.					
<ul style="list-style-type: none"> <li>Please be advised that should Dura-Scaff T/A Nuform South Coast deem it necessary they will perform any necessary credit checks and or deed searches with regards to said mentioned company, directors or persons hiring in their personal capacity. Signing of this contract gives Dura-Scaff T/A Nuform South Coast consent thereof.</li> </ul>					
BANKERS	BRANCH NAME		ACCOUNT NO.		
	BRANCH CODE				
CREDIT AMOUNT REQUIRED PER MONTH	<b>30 DAY ACCOUNT UNLESS OTHERWISE AGREED IN WRITING</b>		<input checked="" type="checkbox"/> CUSTOMER INITIAL		
R .....					

\* ATTACH SEPARATE SCHEDULE IF INSUFFICIENT SPACE



**CONTRACTUAL TERMS AND CONDITIONS DURASCAFF CC T/A NUFORM SOUTH COAST  
FOR CONSIDERATION OF SALE AND FOR CONDITIONS OF HIRE**

CK2003/05467/23

1.

**1.1 "CUSTOMER" SHALL MEAN**

The customer applying for credit facilities to Nuform, (namely the person whose name appears under the heading "CUSTOMER DETAILS" together with all the customers surities on the application form to which these terms and conditions are annexed.

**1.2 "GOODS" OR "SCAFFOLDING"**

Any item, product, thing or substance (whether natural, manufactured or pre constructed of any description or nature which is manufactured or will be sold or hired by Nuform to the CUSTOMER in terms hereof.

**1.3 NUFORM SHALL MEAN Durascaff cc CK No. 2013/05467/22 trading as Nuform South Coast..**

2.

In the interpretation of the agreement. A reference to the singular shall include the plural and vice versa: A reference to any gender shall include the other genders: Natural persons shall include created entities (corporate and non corporate and vice versa: Headings shall be used for reference purposes only and shall not be used in the interpretation hereof; any reference to the provisions of law and any similar reference of general application shall be interpreted as including both legislation and the common law; wherever the context permits, any reference to the CUSTOMER shall include its Employees, Directors, members, Trustees, Proprietors, Partners, Agents, Servants and Contractors; wherever the context permits, any reference to Nuform shall include its employees, directors, members, trustees, proprietors, partners, agents, servants and contactors; without derogating from anything else herein contained, any exclusion of liability of Nuform in this agreement shall exclude liability for any loss or damages of any nature and howsoever arising which may be suffered by the CUSTOMER, whether consequential or otherwise and whether direct or indirect and whether caused by the negligent act of omission (whether gross or otherwise) of Nuform or otherwise.

**CONDITIONS OF SALE**

3.

**The CUSTOMER**

hereby applies to Nuform for credit facilities; provided that all credit transactions and facilities between Nuform and the CUSTOMER, unless otherwise recorded in writing in a single document and signed by both parties, shall be subject to the terms and conditions hereof.

4.

All amounts owing by the CUSTOMER to Nuform in terms hereof, shall be paid within thirty days of the last day of the month in which the goods in question were ordered by the CUSTOMER, alternatively, within thirty days from date of the first statement issued by Nuform reflecting the relevant transaction, whichever is the earlier. In the event of Nuform granting the CUSTOMER a discount, a rebate of the like, the same shall only be effective should same be recorded in writing and duly signed by a credit Manager of Nuform and provided further payment for GOODS for which such a discount, rebate or the like is granted, is received by Nuform timeously.

5.

Nuform shall be entitled to charge interest on any overdue amounts arising from any transaction contemplated herein at the maximum rate permissible in terms of any law relating to such interest.

6.

The CUSTOMER shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer payment of any amount due by it to Nuform and shall pay any such amount free of exchange and without set off. The CUSTOMER shall not be entitled to apply for the postponement or stay of judgment in respect of any amount due by it to Nuform, whether in terms of rule 22 (4) of the rules of the High Court or in terms of any other rule of law.

7.

Nuform shall be entitled to at its discretion and at any time, without notice to the CUSTOMER and without being obliged to give reasons therefore, to allocate any payment made in respect of the CUSTOMER's account to capital, interest, costs or any other item or indebtedness of the CUSTOMER to Nuform, notwithstanding any attempt to make any allocation in respect of such payment or account.

8.

Nuform shall be entitled at its discretion and at any time, without notice to the CUSTOMER and without being obliged to give reasons therefore, to withdraw, depart from, suspend, increase, reduce or alter any credit facility granted to the CUSTOMER. Nuform shall be entitled to allocate, at its discretion, and at any time, a credit facility in respect of Nuform, subject to the terms hereof.

**INITIALS**



NUFORM	SOUTH COAST	CUSTOMER

9. A certificate issued under the signature of any director or manager of Nuform, whose authority, appointment and signature it shall not be necessary to prove, that purports to certify any indebtedness by the CUSTOMER to Nuform or the interest rate referred to above, shall constitute *prima facie proof of such indebtedness or interest rate, as the case may be*.
10. Should any payment, of any nature and howsoever arising owing by the CUSTOMER to Nuform not be made on due date, the balance of the indebtedness of the CUSTOMER to Nuform, from any cause whatsoever, shall immediately become due and payable, notwithstanding that it would not otherwise have been due, and Nuform may proceed for the recovery thereof without notice or demand. In such an event, Nuform shall furthermore be entitled (without prejudice to any rights which it may have) to suspend or cease performance on any of its obligations, from any cause whatsoever, to the CUSTOMER.
11. Any indebtedness by the CUSTOMER to Nuform from any cause whatsoever, and howsoever arising notwithstanding that it would not otherwise have been due, shall become due and payable immediately in the event of:- the CUSTOMER being placed under sequestration, liquidation or judicial management, whether provisional, final or otherwise: the CUSTOMER making or attempting to make or recommending any general offer of compromise with any or all of its Creditors; any circumstances arise in which the CUSTOMER may be sequestered or liquidated, the customer committing any act of insolvency; the CUSTOMER suffering any Default Judgment, Summary Judgment or any other Judgment being taken against it and failing to satisfy the same within 3 (three) days of the granting of such Judgment, or Nuform believing, at its discretion, that its interest are being or may be threatened by the continued indebtedness of the CUSTOMER.
12. Any court process issued by Nuform, pursuant hereto or pursuant to any transaction between the parties or pursuant to any indebtedness of the CUSTOMER to Nuform, of any nature and howsoever arising, shall not be novated, varied, suspended, cancelled or otherwise nor shall Nuform be stopped from proceeding thereon, unless an agreement to that effect is recorded in a single written document and is signed by the parties.
13. In the event of there being more than one CUSTOMER each and every CUSTOMER accepts his liability as being that of co principal Debtor in *solidum* and jointly.
14. Unless the CUSTOMER notifies Nuform, in writing, and obtains a signed receipt therefore from a manager at Nuform, with 72 hours of delivery of GOODS, that such GOODS are defective, short delivered, not in accordance with the order, damaged or that any other discrepancy or fault exists therein or in regard thereto, then Nuform shall not be liable for any of the aforesaid and the GOODS shall be deemed to have been delivered in good order and conditions, in the correct quantity and without fault and otherwise in a satisfactory state: provided that the receipt aforesaid shall only constitute proof of notification and shall not have any other probative value .
15. Nuform shall not be liable for any loss or damages of any nature and howsoever arising, which may be suffered by the CUSTOMER arising from any building or construction whether consequential or otherwise and whether direct or indirect and whether caused by the negligent act or omission of Nuform or otherwise, and without derogating from the generality of the foregoing, whether arising from Nuform's failure to deliver GOODS on the due date or at all or for incorrect or short delivery, or delivery of defective GOODS and the CUSTOMER hereby indemnifies Nuform for and hold it harmless against any claim made against Nuform by a third party arising from the foregoing.
16. Insofar as may be permissible at law, this agreement and the provisions thereof, shall be in addition to and not in substitution for any other rights which Nuform may have in terms of any other written agreement or at law and shall not prejudice the same. Insofar as any conflict may exist and insofar as same may be permissible at law, the terms and conditions hereof shall prevail.
17. The signatory hereof and the CUSTOMER hereby undertake and warrant, that they shall advise Nuform, in writing within 5 (five) days of a relevant agreement being entered into of any change in the shareholding, members' interest, proprietorship, partnership, change of interest or ownership of, or in the CUSTOMER, and hereby confirm and consent that they shall be liable in their personal capacity to Nuform for any damages or losses suffered by if as a result or a failure to do so.
18.
  - 18.1 The risk in and associated with the GOODS or SCAFFOLDING shall pass to the CUSTOMER upon delivery. For the purpose hereof, delivery shall be deemed to have taken place when the GOODS leave the relevant site, yard, depot, factory or any other storage facility of Nuform. The means of transportation of the goods and the driver thereof as well as any workman associated with the packaging, loading and unloading of the GOODS shall be deemed to be the agent of the CUSTOMER. It shall be the responsibility of the CUSTOMER to insure the goods. The recording by Nuform of the goods having left the relevant warehouse, depot, yard, or any other storage facility of Nuform, whether such recordal takes place by means of the issue of an invoice, the issue of a delivery note or otherwise, shall constitute *prima facie* proof that the goods were duly delivered to the CUSTOMER.
  - 18.2 Without derogating from the generality of the foregoing and at the option of Nuform, a certificate furnished by any Director or Manager of Nuform, whose authority, appointment and signature it shall not be necessary to prove, shall constitute *prima facie* proof of delivery.
19. Ownership of goods shall at all material times vest in Nuform. A certificate issued under the signature of any Director or Manager of Nuform, whose authority, appointment and signature it shall not be necessary to prove that certifies that Nuform is the owner of the GOODS in question or that payment in respect of such GOODS has not been made, shall constitute *prima facie* proof of ownership or that payment has not been made as the case may be. Such certificate shall afford Nuform a *prima facie* right to uplift from any place, any goods which are not fully paid for and to return them to Nuform's premises, and indemnifies Nuform against any claim or from any costs arising.

INITIALS

NUFORM SOUTH COAST	CUSTOMER



20. Nuform shall not be obliged to accept the return of any GOODS or cancel any order placed by the CUSTOMER, unless Nuform's prior written consent thereto had been obtained. In the event of Nuform accepting the return of GOODS or accepting the cancellation of an order, the CUSTOMER shall be liable for a cancellation fee equal to 10 % of the value of the invoice in question (plus VA.T.).
21. In the event of the CUSTOMER being a juristic person (corporate or non-corporate), the signatory to this Agreement who signs for an on behalf of the CUSTOMER, warrants that the CUSTOMER is duly incorporated and that its full and correct name, registration number and other details appear in all the relevant places in these documents as well as that the signatory has the authority to bind such entity and that the information contained in these documents is accurate, true and correct. The signatory shall be liable to Nuform in his personal capacity for all losses and damages suffered by it arising from breach of the aforesaid warranty.
22. The signatory hereto and the CUSTOMER warrant that they have disclosed to Nuform all material facts which may affect the granting of credit facilities to the CUSTOMER.
23. In the event of Nuform proceeding against the CUSTOMER or the signatory hereof for recovery of any amounts owing in terms of the agreement, or proceeding to enforce any of its rights arising hereunder, then and in such event (and whether or not legal proceedings are instituted) then, the CUSTOMER shall be liable for the legal costs incurred by Nuform on the attorney and own client scale. Such costs shall include counsel fees, collection costs, tracing fees and any other costs and expenses incidental thereto.
24. 24.1 The CUSTOMER consents in terms of Section 45 of the Magistrates Court Act 1944, as amended: to be jurisdiction of the magistrates' Court otherwise having jurisdiction, in respect of any action or proceedings which may be brought against it arising out of or relating to this Agreement, notwithstanding that the amount in question may exceed the jurisdiction of such Court; provided that Nuform shall be entitled to institute any such action or proceedings in the High Court or any other Court having jurisdiction.
- 24.2 In the event of the CUSTOMER signing being employed, carrying on business or its registered office in Botswana, Swaziland, Lesotho, Zambia, or any other country in Africa or in the event of any aforesaid country having jurisdiction in respect of the CUSTOMER for any reason whatsoever and Nuform proceeding in any aforesaid country to enforce its rights, the CUSTOMER consents to the jurisdiction of the Magistrates Court or subordinate courts, otherwise having jurisdiction, in respect of any action or proceedings which may be brought against it arising out of or relating to this agreement, notwithstanding that the amount in question may exceed the jurisdiction of such Court, provided that Nuform shall be entitled to bring such action or proceedings in the High Court or any other Court having jurisdiction.
- 24.3 To the extent permissible in law, the CUSTOMER consents and submits to the jurisdiction of the High Court of South Africa, Durban or The Magistrates Court at or its successor, in respect of any action or proceedings which may be instated against it arising out of or relating to this agreement; provided that Nuform shall be entitled to institute any such action or proceedings in any other court having jurisdiction.
25. The CUSTOMER hereby consents and grants authority to Nuform to conduct credit checks, searches and the like with any credit agency or person which Nuform may at its discretion consider expedient or necessary, *inter alia*, for the purpose of ascertaining the credit worthiness of the CUSTOMER or in order to trace the CUSTOMER or any of its asserts. Nuform shall be entitled to record any adverse credit reports or otherwise with any agency or person. The CUSTOMER acknowledges that the application for and the existence of any account with Nuform may be recorded by credit agencies and details of the conduct of the account may be given and duly recorded by credit agencies and shared with other persons for various purposes. The CUSTOMER hereby waives any claim against Nuform and indemnifies and holds Nuform harmless against any claim of any nature and howsoever arising relating to or arising from the instances contemplated above and without derogating from the generality hereof, against any claim of any nature arising from or relating to any report or information pertaining to Nuform made or given to any agency or person, not withstanding that same may be given or made negligently (gross or otherwise). The CUSTOMER chooses its domicillium citandi et executandi for all purposes arising herefrom, including for the service of any notice or court process, at the "physical address" appearing in the schedule to which these terms and conditions are annexed.
26. This agreement constitutes the entire agreement between the parties. No party shall be entitled to rely upon any term, warranty, guarantee, condition or representation, unless it is herein contained. No amendment of, variation of, addition to, deletion from or consensual cancellation of, this agreement or any provision or term thereof (including this clause), and no extension of time, waiver or relaxation of any of the provisions or terms of this agreement, shall be binding unless recorded in a single written document signed by the parties. No such extension of time waiver or relaxation which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given. No extension of time or waiver or relaxation of any of the provision or terms of this agreement which is so given, shall operate so as to prelude Nuform thereafter from exercicing its rights strictly in accordance with this agreement. No conduct or omission by Nuform shall estop Nuform from exercising its rights including the right to uplift its goods strictly in accordance with this agreement.

INITIALS

NUFORM SOUTH COAST	CUSTOMER



27. Each paragraph, sub-paragraph, clause, sub-clause, sentence and phrase in this agreement is servable, the one from the other. If any paragraph, sub-paragraph, clause, sub-clause, sentence or phrase is found to be defective, unlawful or inenforceable for any reasons, the remaining paragraphs, sub-paragraphs, clauses, sub-clauses and phrases shall continue to be of full force and effect.
28. In the event that any monies are paid to Nuform or deposited into the account of Nuform, in cash, by or on behalf of the CUSTOMER and whether for purposes of payment for GOODS purchased or otherwise, and Nuform is charged by its Bankers a fee or levy or otherwise in respect of such payment or deposit; then and in such event Nuform shall be entitled to recover from CUSTOMER (by way of appropriation or otherwise) an amount equivalent to such fee or levy or otherwise, as a first charge against any payment or deposit as aforesaid. The CUSTOMER shall not be entitled to cede any right or delegate any obligation of any nature arising from or relating to this agreement.
29. The Annexures to this agreement form an integral part of this agreement and are binding on the parties.

**CONDITIONS OF HIRE**

Nuform Formwork & Scaffolding South Coast hires the Equipment to the Customer for the Hire Contract Period and for the Hire Charges, on the following terms and conditions.

**1. Payments of amounts due hereunder and interest on Overdue Amounts.**

Unless otherwise agreed:

- a) All amounts due hereunder shall be payable without deduction within 30 (thirty) days after the date of Nuform's statement
- b) A portion of a week shall be charged as a full week.
- c) Failing such payment, interest shall be charged on all overdue amounts calculated at the rate of 2 percentage points above the prime lending rate of Nedcor Bank Limited monthly in arrear and capitalised at the end of the month.
- d) A customer shall not be entitled to withhold payment to Nuform under any circumstances or for any reason whatsoever.
- e) The customer agrees that he shall not be entitled to set-off against any amounts owing to Nuform any damages allegedly suffered by the customer as a result of late delivery, non-delivery, the failure of equipment or from any other cause whatsoever.
- f.) The customer agrees that should any amount owing by the customer to Nuform not be paid strictly on the due date, then in such a case Nuform shall be entitled to immediately remove any of Nuform's equipment which is in possession of the customer.
- g.) The customer specifically acknowledges that Nuform shall be entitled to remove equipment notwithstanding that it is supporting freshly poured concrete or any other structure which might be damaged by the removal of the equipment. The customer acknowledges further that he shall have no claim against Nuform arising out of removal of the equipment and the customer hereby indemnifies Nuform and holds it harmless against any claim against Nuform arising out of removal of the equipment. The customer acknowledges further that the costs of and relating to the removal of the equipment shall be for the customer's account.

**2. Delivery of Equipment to Customer.**

- a) Unless the parties otherwise agree, the Customer shall take delivery of the Equipment at Nuform's premises and shall return it to such premises.
- b) If the parties agree that Nuform shall deliver, and take return of, the Equipment at a place other than Nuform's premises:
  - i) The Customer shall pay the transport charges; and
  - ii) Delivery at the agreed place of delivery, shall constitute good delivery whether or not anyone receives delivery on behalf of the Customer.
- c) On delivery the Customer shall sign Nuform's delivery note and a delivery note signed by the Customer or by someone purporting to sign on behalf of the Customer or by anyone else at the agreed place of delivery, shall be proof, until the contrary is proved, of the delivery of the Equipment listed thereon, in good condition.
- d) Nuform may deliver the Equipment in more than one consignment in which event each consignment may be invoiced separately and the Hire Contract Period, the Hire Charges, etc. in respect of each consignment shall be deemed to commence on the date of delivery of such consignment.
- e) The Customer shall erect and dismantle the Equipment.



INITIALS

NUFORM SOUTH COAST	CUSTOMER

3. **Delay in Delivery:** If delivery is delayed because of any circumstances which Nuform cannot reasonably and practically control in the normal conduct on its business (including storage of labour and materials and delay in the return of materials from another customer) Nuform shall be entitled to a reasonable extension within which to effect delivery.
4. **Late Return of Equipment**
  - a) If the Customer fails to return the Equipment to Nuform at the end of the Hire Contract Period, such period shall Automatically be extended until the agreement is terminated by either party by written notice. If such notice is given by registered post, it shall be deemed to have been given, and the Hire Contract Period terminated, on the third day after the posting thereof
  - b) From the end of the initial Hire Contract Period to the end of any extension thereof the Customer shall continue to pay hire charges, calculated weekly on a pro rata basis.
  - c) From the end of the Hire Contract Period including any extension thereof, to the date of the return of the Equipment to Nuform the Customer shall, on demand, pay an amount equivalent to that proportion of the Hire Charges payable for the Hire Contract Period which the period of unlawful holding over bears to the Hire Contract Period
5. **Customer to inspect Equipment regularly and notify defects.**
  - a) The Customer shall, both on delivery and regularly thereafter, inspect the Equipment for defects.
  - b) Should any defect be discovered, the Customer shall forthwith:
    - i) Notify Nuform thereof.
    - ii) Take steps to ensure that the Equipment does not constitute a danger to any person or property by reason of such defect, and
    - iii) Disengage the defective portion from the rest of the Equipment.
  - c) Within one (1) day of delivery of the Equipment or any part thereof, the Customer shall give Nuform notice in writing by registered post or by other method where Nuform acknowledges receipt, specifying any alleged defects in quality and the Customer shall thereafter be deemed to have received the Equipment or such part thereof as is listed in Nuform's delivery note in good condition, save for the defects notified in terms of this clause.
6. **Loss of or damage to Equipment.**
  - a) The risk of damage to or loss of the Equipment vests in the Customer, and:
    - i) If the Customer fails to return the equipment to Nuform in the condition in which it was received, fair wear and tear expected, Nuform shall be entitled to make a reasonable charge for restoring it to such condition. If it cannot reasonably be restored to such condition Nuform shall be entitled to payment from the Customer of the Price which Nuform usually charges purchasers for such equipment when new.
    - ii) If the Customer fails to return any of the Equipment, Nuform shall be entitled to payment from the Customer of the price which Nuform usually charges purchasers of such equipment when new. Notwithstanding such payment, Nuform shall be entitled to recover the equipment at any time against a refund to the Customer of the market value thereof on recovery.
  - b) Any acknowledgement of receipt by Nuform of the return of Equipment shall be deemed not to be an acknowledgement that all the equipment has been returned in good condition unless the Equipment has been counted and checked at Nuform's premises
7. **Customer's right if Equipment is defective:** The Customer shall have no claim against Nuform on the ground that the Equipment is, or becomes, defective unless Nuform is liable to remedy the defect and fails to do so within a reasonable time after receiving written notice requiring it to remedy the defect.
8. **Customer's right if Equipment is unsuitable:** If the equipment is not defective but nevertheless unsuitable for the purposes for which the Customer required it the Customer shall have no claim against Nuform for damage arising out of such suitability.
9. **Advise by Nuform on use of Equipment:** Any advice given by Nuform on the use of the Equipment (including drawings, design and specifications) shall not confer any right of action on the Customer in the event of such advice being correct, unless the advice is given negligently and is in writing and signed by a registered professional engineer.
10. **Subletting Prohibited:** The Customer shall not sublet the Equipment.
11. **Equipment to remain on site:** The Customer shall not move the Equipment from the Site except to return it to Nuform, without prior written consent of Nuform.



INITIALS

NUFORM SOUTH COAST	CUSTOMER

12. **Loading and Offloading of Equipment on Site:** Unless parties otherwise agree, the Customer shall offload and load on Equipment site.
13. **Nuform may inspect Equipment:** Nuform may inspect the Equipment at all reasonable times.
14. **Cancellation.** If the Customer:
- a) breaches any of these Conditions
  - b) fails to satisfy any judgment against it within seven (7) days of the grant thereof
  - c) commits any act, or circumstances obtain, by virtue of which the Customer could be placed in liquidation or sequestration or
  - e) dies, or
  - f) ceases to carry on business:
- Nuform shall be entitled to terminate the Hire Contract Period without notice, and may, at its sole discretion re-take possession of and remove any of its goods or scaffolding from any place..
15. **Legal Costs if Customer defaults:** The Customer shall pay any legal costs, including attorneys and own client costs, incurred by Nuform as a result of a breach hereof by the Customer.
16. **These Conditions apply to future Contracts:** These Conditions shall apply to any future agreements of hire of equipment by the Customer from Nuform.
17. **Strike/Work Stoppage:** Hire will continue through such a period and the equipment will remain the responsibility of the Main Contractor. We reserve the right to collect equipment in the event of a strike / work stoppage.
18. The Customer, by its signature to these conditions hereby consents:
- a) To Nuform, without any notification to the customer, ceding and assigning its rights and obligations in terms of this or any other Contract of Hire to a third party. In such an event, the customer shall be obliged to make all payments in terms of this or any other Contract of Hire to such third party, upon being called upon to do so by such third party.
  - b) To Nuform, without any notification to the customer, alienating or otherwise transferring ownership in the equipment subject to this or any other Contract of Hire to a third party. In such event the customer hereby agrees that it will be holding such equipment on behalf of such third party
- The Credit Applicant hereby acknowledges and agrees that:**
- a) The Credit Grantor may: -
    - i) Perform a credit search on the applicant's record with one or more of the registered Credit Bureau when assessing the applicant's application for credit.
    - ii) Monitor the credit applicant's payment behaviour by searching his/her record at one or more of the Credit Bureau.
    - iii) Use new information and data obtained from Credit Bureau in respect of the applicant's future credit applications.
    - iv) Record the existence of the applicant's account with any Credit Bureau.
    - v) Record and transmit details of how the account is conducted by the applicant in meeting his/her obligations on the account.
  - b) Use information obtained from one or more Credit Bureau to assess future credit applications by the applicant and members of his/her family.
  - c) The Credit Applicant acknowledges and agrees that any information regarding his/her credit worthiness, defaults in payment to the credit grantor and details of how his/her account with the Credit Grantor is conducted may be disclosed to any other creditor of the Applicant or to one or more Credit Bureau.
19. Terms of sale shall mutatis mutandis, where applicable, apply to terms of hire and visa versa.

INITIAL



NUFORM SOUTH COAST	CUSTOMER



I / We agree to the above conditions of hire and sale and further understand and acknowledge that: -

1. There are conditions which are only applicable to sale
2. There are certain conditions which are only applicable to hire
3. There are certain conditions which are applicable to both hire and sale
4. That if amounts are not paid within 30 days of date of statement, interest may be charged at the rate of 2 percentage points above the prime lending rate of Nedcor Bank Limited.
5. I / We consent to the jurisdiction of the magistrate's court in respect of any proceedings which may be brought by the owner arising out of or in connection with the terms and conditions of hire and sale irrespective of the amount involved or the value of the claim.
6. I/We understand that a legal binding contract has been entered into.
7. For the purposes of any action/application arising from this Contract/Trading Conditions/Credit Application form, I/We choose *domicilium citandi et executandi* at the street address mentioned hereinabove on Page 1.

SIGNED.....

NAME: .....

(WARRANTING MY AUTHORITY TO EXECUTE THIS DOCUMENT)

CAPACITY:

DATE:

ON BEHALF OF .....

...../...../.....



## ANNEXURE "A"

The following is legally binding on all parties to when hiring equipment from  
**NUFORM SOUTH COAST Formwork & Scaffolding.**

### **1. CONDITIONS OF HIRE:**

Our conditions of hire appear on our Credit application form. By signing this form you acknowledge that you have taken constructive notice of these conditions.

- a) All documents will be taken as binding at all times.
- b) Please acquaint yourself with our conditions of hire, as this will govern our agreement with you

### **2. CHECKING AND SIGNING FOR EQUIPMENT:**

- a) All relevant documents pertaining to equipment movement must be signed (Signature, Designation and Name) by yourself or your responsible representative.
- b) A signature of acceptance at the delivery or return address or on the quotation shall be deemed to be that of the hirer or his/her/its duly authorized representative and the representative shall be deemed to have signing powers.
- c) It's your responsibility to ensure that all equipment delivered/collected or returned is checked (quantity and condition) by you or your representative with our driver/checker before signing acceptance. Any discrepancy must be noted on Nuform South Coast Formwork & Scaffolding documents only.

#### **RELEVANT DOCUMENTS:**

Yard Order	-	Delivery or collection
Return Source Document	-	Return
Picking Document	-	Delivery or Sales

**NB: ONCE EQUIPMENT HAS BEEN DISPATCHED FROM OUR YARD, OR OFF-LOADED FROM OUR VEHICLE, FULL RESPONSIBILITY FOR ALL EQUIPMENT IS TRANSFERRED TO YOU THE CUSTOMER.**

### **3. DELIVERIES:**

- a) NO EQUIPMENT WILL BE OFF-LOADED IF YOU OR YOUR REPRESENTATIVE ARE NOT PRESENT FOR CHECKING AND SIGNING.
- b) Labour must be supplied by yourself for off-loading.
- c) Accessible, adequate space must be provided at your premises/site.
- d) Hire Charges commence from date of each delivery.

### **4. COLLECTIONS:**

- a) ALL COLLECTION REQUEST MUST BE DONE BY FAX. SPECIFYING EITHER "PART OF COLLECTION" OR " CLEAR SITE"
- b) If we are not in possession of your fax, it will be deemed that no collection was ever requested.
- c) In the unlikely event of a collection not being done, further written requests must be made within 48 hours. The latter is extremely important to remember, as the equipment remains on hire until it is returned to Nuform SOUTH COAST yard.
- d) No equipment may be collected unless you or your representative is present to check and sign for the equipment.
- e) Once an order for collection is placed, a minimum of 3 working days must be allowed for.
- f) Equipment for collection must be stripped, neatly stacked in an accessible placed and must be returned in the same condition, in which it was received, i.e intact, clean and oiled.
- g) Labour must be supplied by yourself for loading.
- h) All equipment collected is subject to re-checking in our yard.
- i) Customers who supply labour to load/off-load will receive preference in our yard.



INITIALS

NUFORM SOUTH COAST	CUSTOMER



- c) EQUIPMENT DAMAGED BEYOND REPAIR:  
Equipment will be scrapped and you will be debited for the replacement value thereof.
- d) STANDING TIME:  
Over and above our standard charges, "standing time" will be charged at R200 per hour after the first hour.

**10. MOVEMENT OF EQUIPMENT FROM ORIGINAL SITE:**

Equipment hired for a particular site may not be transferred to another site without notifying NUFORM SOUTH COAST FORMWORK & SCAFFOLDING in WRITING and signed by you or your representative.(Full list of equipment and quantity)

**11. LOST EQUIPMENT AND/OR SHORT – RETURNED EQUIPMENT**

If equipment is lost and/or short returned, then a sale by loss invoice will be raised and debited to your account. Hire charges will continue until an official order number or written confirmation informing us of the loss and/or short return has been received. **The sale by loss does not necessarily imply that accrued hire charges will be credited.**

**12. HIRE INVOICE:**

NUFORM SOUTH COAST FORMWORK & SCAFFOLDING shall submit to the Customer at the end of each month, an invoice setting out the hire charges payable for the hire of Equipment in respect of that month, or part thereof, as the case may be.

**13. RECEIVING OF EQUIPMENT:**


Should no written notification of errors be received within 5 days from date of the collection/delivery, the order received will be deemed correct and accepted in all respects. All notifications must be marked for the attention "THE MANAGER"

**14. DESIGN OF FORMWORK/SUPPORTWORK:**

It's the customers responsibility to ensure that all relevant designs are correct and in accordance with your requirements. Any additional equipment required, over and above the original designed equipment, will be for your account.

**NUFORM SOUTH COAST FORMWORK & SCAFFOLDING**

**CUSTOMER USE – PLEASE COMPLETE**

_____	
COMPANY NAME	
_____	_____
PRINT NAME	DESIGNATION
_____	_____
SIGNATURE	DATE
	



## **ANNEXURE "B"**

### **DEED OF SURETYSHIP**

I, the undersigned,

**(Name & Surname)** \_\_\_\_\_

[I.D. NO. \_\_\_\_\_]

of:

**(Company name)** \_\_\_\_\_

**(Physical address)** \_\_\_\_\_

do hereby bind myself as surety and co-principal debtor in solidum to:

**DURASCAFF CC (CK2003/054567/23) T/A NUFORM SOUTH COAST**

of : SUB 4 OF LOT 2004 QUARRY ROAD, UVONGO, KWAZULU NATAL (Hereinafter styled "the Creditor")

for the payment on demand of all sums of money which :

of:

**(Company name)** \_\_\_\_\_

**(Company Registration number)** \_\_\_\_\_

**(Physical Address & Postal address)** \_\_\_\_\_  
(Hereinafter styled "the Debtor")

may now and from time to time hereafter owe or be indebted to the Creditor and the Successors and Assigns of the Creditor from whatsoever cause arising whether such indebtedness be incurred by the Debtor solely or Jointly or in partnership with any other person or persons, Company or Companies.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor shall be binding on me; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Debtor or other person or persons, Company or Companies aforesaid without reference to/or approval by me, and that in the event of liquidation, judicial management, insolvency or compromise, no such liquidation, judicial management, insolvency or compromise and no dividend/s or payment/s which the Creditor may received from the Debtor or any other person or persons, Company or Companies, or from me, shall prejudice the rights of the Creditor or recover from me to the full extent of this Suretyship any sum which after the receipt of such dividend/s or payment/s may remain owing by the Debtor.

In the event of any liquidation, judicial management or sequestration of the Debtor, I bind myself not to file any claim against the Debtor in competition with the Creditor. Further, in the event of the compromise or composition by the Debtor, whether in terms of the Company Law or Insolvency Law, or under Common Law, I undertake not to file any claim against the Debtor in competition with the Creditor.

And I hereby renounce the benefit of the legal exceptions *ordinis seu excussionis et divisionis, non causa debiti* and revision of accounts with the force and effect of which I acknowledge myself to be fully acquainted and I, agree and declare that this Suretyship is to be in addition and without prejudice to any other Suretyship/s and security/ies now or hereafter to be held by the Creditor and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my death or legal disability.

And I, hereby agree that notwithstanding any part payment by me or on my behalf, I shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor or against any other Surety for the Debtor in respect thereof unless and until the indebtedness of the Debtor to the Creditor shall have been discharged in full.

For the purpose of any action against me hereunder for the provisional sentence or otherwise, a certificate by the Auditor/s of the Creditor as to the amount owing by the Debtor and to the effect that the due date of payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

And I choose *domicilium cidandi et executandi* for all purposes herein at the above address set out against my name, and all notices required to be given to me in terms hereof shall be considered duly given if posted to me to the said address.

This Suretyship by me shall remain of full force and effect for so long as the Debtor is indebted or under any obligation or commitment to the Creditor and I shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Debtor to the Creditor shall have been fully discharged and then only upon the expiry of fourteen (14) days' notice in writing be given by me to the Creditor.

I hereby agree and consent that the Creditor shall at their option be entitled to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court having jurisdiction over my person notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court.

I hereby undertake to pay on demand to the Creditor or any legal holder hereof, all expenses and costs calculated on an attorney and client tariff in connection with any steps which may be instituted in respect hereof against me, or against the Debtor in respect of which this Suretyship is given.

I agree that those of us that have signed this Suretyship shall be fully and completely bound by our signatures, notwithstanding that any of us for whatsoever reason may have failed to sign this Suretyship.

**SIGNED and DATED** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ **20** \_\_\_\_\_ .

**AS WITNESSES:**

1. \_\_\_\_\_

(Name & signature of witness 1)

\_\_\_\_\_

(Id Number of witness 1)

\_\_\_\_\_

(Physical Address of witness 1)

2.. \_\_\_\_\_

(Name & signature of witnesses 2)

\_\_\_\_\_

(Id Number of witness 2)

\_\_\_\_\_

(Physical Address witness 2)

**SURETY:**

\_\_\_\_\_

(Full Name & Signature of Surety)

\_\_\_\_\_

(Id Number of Surety)

