

## CREDIT APPLICATION

### COMPANY DETAILS

COMPANY		CLOSE CORPORATION		PARTNERSHIP		TRUST		SOLE PROPRIETOR	
REGISTERED NAME									
TRADING NAME									
REGISTRATION. NO						VAT. NO.			
NATURE OF BUSINESS									
REGISTERED OFFICE									
STREET ADDRESS									
POSTAL ADDRESS								CODE	
ACCOUNTS CONTACT PERSON						TEL. NO.			
E-MAIL ADDRESS									
OPERATIONS CONTACT PERSON						TEL. NO.			
E-MAIL ADDRESS									
DATE BUSINESS ESTABLISHED		PREMISES	OWNED	LEASED	PERIOD OF LEASE				
IF LEASED-LANDLORD ADDRESS									
LANDLORD TELEPHONE NO						CREDIT LIMIT REQUIRED	<b>R</b>		
AUDITORS NAME						TELEPHONE .NO			

### BANKING DETAILS

NAME OF BANK		NAME OF ACCOUNT	
BRANCH NAME		BRANCH CODE	
ACCOUNT NO		DATE OPENED	

### DIRECTORS PARTICULARS

NAME	RESIDENTIAL ADDRESS	I.D NUMBER

The customer hereby accepts that all business undertaken by Don' deliveries for the customer will be subject to Don's Deliveries Standard Trading Conditions.

I \_\_\_\_\_ (insert full name), the undersigned: -

By virtue of my signature hereto, I warrant that: -

- a) I accept that all business undertaken by Don's Deliveries is in terms of the Standard Trading Conditions, a copy of which is signed and accompanies this application for credit.
- b) I am the duly authorised representative of the Customer and accordingly bind the Customer to the terms and conditions hereof.
- c) I have read the entire contents of this agreement and the accompanying Standard Trading Conditions.
- d) I understand the contents of the said agreement and accept that the Customer is bound by the terms and conditions thereof, however onerous the same may be.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_

### TRADE REFERENCES

a)		TEL. NO	
b)		TEL. NO	
c)		TEL. NO	

**FOR OFFICE USE ONLY - New Account / Old Account Update (delete inapplicable)**

Credit Bureau checked by		DATE	
Personal Surety ship Required		DATE	
Account checked by		DATE	
Account authorised by		DATE	

**RESULT OF REFERENCES**

a)	
b)	
c)	

DATE A/C OPENED		ACCOUNT NO.		OPENED BY	
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**STANDARD TRADING TERMS AND CONDITIONS**

All and any business undertaken, or advice, information or services provided by DONS DELIVERIES, whether gratuitous or for reward, is undertaken or provided on the basis of these trading terms and conditions, together with any addendum or annexure hereto and any quotation provided by DONS DELIVERIES. These standard trading terms and conditions shall apply to all business conducted between the CUSTOMER and DONS DELIVERIES.

**1. DEFINITIONS**

- 1.1. In these conditions the words defined shall have the meanings assigned hereunder:-
- 1.1.1. "DONS DELIVERIES" – The Donco Trust (Reg. No.1996/3197/IT);
- 1.1.2. "the CUSTOMER" – Entity on whose behalf DONS DELIVERIES renders the SERVICES.
- 1.1.3. "SERVICES" – means the transportation and related services to be rendered by DONS DELIVERIES to the CUSTOMER to convey the Cargo in accordance with the provisions of this agreement.
- 1.1.4. "CARGO" – the goods, products or consignments to be transported by DONS DELIVERIES in terms of this agreement.

**2. CONCLUSION OF CONTRACT**

- 2.1. The CUSTOMER may place an order in respect of the SERVICES orally or in writing, which order shall constitute the CUSTOMER'S offer.
- 2.2. DONS DELIVERIES shall be entitled to accept the CUSTOMER'S order in whole or in part, or to decline any order.
- 2.3. Each order and/or rendering of SERVICES shall constitute a separate contract in respect of the SERVICES forming the subject matter of such order and/or SERVICES.
- 2.4. Upon acceptance by DONS DELIVERIES of the CUSTOMER'S order, a contract upon the terms set forth in these conditions shall be deemed to have been concluded between the CUSTOMER and DONS DELIVERIES in respect of the SERVICES which DONS DELIVERIES has agreed to supply. Should any provisions of any order conflict with any of the terms or conditions contained herein, then these terms and conditions shall prevail.
- 2.5. Every undertaking to render the SERVICES is subject to the condition that DONS DELIVERIES, its subsidiary or sub-contractor has available a suitable vehicle or vehicles to render the SERVICES at the necessary time.
- 2.6. DONS DELIVERIES shall be entitled at any time by notice to the CUSTOMER, to cancel or resile from any agreement to render these SERVICES where it becomes reasonably impractical or uneconomical for the DONS DELIVERIES to carry out the SERVICES, in which event the CUSTOMER shall have no claim whatsoever against the DONS DELIVERIES for any loss that the CUSTOMER may incur as a result thereof.
- 2.7. Unless the parties have otherwise agreed in writing that this agreement is to apply for a specific period of time, this agreement will be for an indefinite period of time, subject to termination on written notice, by either party, of not less than thirty (30) days.

**3. QUOTATIONS**

- 3.1. All quotations are subject to the terms and conditions contained herein.
- 3.2. Any quotation for classes of goods and/or destinations not covered by the certificate issued to the DONS DELIVERIES under the Act, is given on condition that a temporary certificate can be obtained under the Act.
- 3.3. All amounts quoted by DONS DELIVERIES shall be subject to:-
- 3.3.1. Cargo being transported on a "one stop" basis with the CUSTOMER being liable for any additional charges necessarily incurred should DONS DELIVERIES be required to make further stops for the loading and offloading of such goods;
- 3.3.2. A maximum of three (3) hours being allocated for each of the loading and offloading of the goods. Any delays in excess of such time period shall attract additional charges by DONS DELIVERIES to the CUSTOMER at DONS DELIVERIES' normal charges and rates for such standing time.
- 3.4. All quotations are based on:-
- 3.4.1. The prevailing market conditions on the date upon which the quotation is given;
- 3.4.2. The description of the Cargo given by the CUSTOMER and the dimensions and/or mass of the Cargo to be transported.

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- 3.5. All quotations shall remain fixed for a period of fourteen (14) days unless:-
- 3.5.1. there is any change in the prevailing market conditions which impacts directly on DONS DELIVERIES' costs and which has the effect of an upward movement in costs payable by DONS DELIVERIES to third parties (by way of example - an increase in fuel costs or toll charges) which come into effect after the date of quotation;
  - 3.5.2. the description of the nature, dimensions or mass of the Cargo to be transported is incorrect;
  - 3.5.3. DONS DELIVERIES and the CUSTOMER agree to a variation of the quotation.
- 3.6. In the circumstances referred to in paragraphs 3.5.1, 3.5.2 or 3.5.3, DONS DELIVERIES may revise the quotation, on three (3) days notice to the Customer. Any such revision of rates will be commensurate with the increase in the amounts payable by DONS DELIVERIES.
- 3.7. Quotations shall be based on the applicable rates set out on the schedule annexed hereto marked "X" which sets out the annual rates. The rates will be subject to annual escalation by negotiation between the parties.

#### 4. LIABILITY and RISK

- 4.1. For the purpose of this clause, DONS DELIVERIES shall be deemed to be in possession of the Cargo from the moment that the loading of the Cargo onto the DONS DELIVERIES' vehicle, or any sub-contractors' vehicle, has been completed and for the duration of the transportation thereof terminating immediately prior to off-loading of the Cargo at the final destination.
- 4.2. DONS DELIVERIES shall, subject to the provisions of clauses 4.5, 4.9 and 4.10, and the applicable limit of liability, bear the risk of loss or damages suffered by the Customer, as a result of physical loss of or damage to the Cargo whilst in its possession, or in the possession of a sub-contractor, in circumstances where the loss or damages has been caused by the negligence of an employee of DONS DELIVERIES, or of an employee of a sub-contractor of DONS DELIVERIES, or in circumstances where there has been a forcible or violent theft of Cargo..
- 4.3. Any claim by the CUSTOMER against DONS DELIVERIES in respect of loss or damages suffered by the Customer as a result of physical loss of or damage to the Cargo which has been settled by DONS DELIVERIES, shall, in circumstances where a claim lies against a third party, be ceded, transferred and assigned to DONS DELIVERIES (or its insurer, as the case may be) who shall have the right to proceed against such third party to recover the loss. Under such circumstances, the CUSTOMER undertakes to assist and co-operate with DONS DELIVERIES and/or its insurers in enforcing the claim against such third party, which assistance will include but not be limited to the provision of relevant documentation pertaining to the Cargo/consignments and/or the damages thereto and the deposition to such affidavits and/or the giving of such viva voce evidence as reasonably required by DONS DELIVERIES or its insurer's appointed attorneys. Inasmuch as DONS DELIVERIES' insurer is not party to this agreement, any undertaking given by the CUSTOMER in favour of such insurer, shall be deemed to constitute a *stipulatio alteri* in favour of them, open for acceptance at any time by the insurer.
- 4.4. Any damages and/or losses which the CUSTOMER may suffer and for which DONS DELIVERIES may be liable for in terms of this agreement and/or in law, shall be limited to actual and direct damages and/or losses arising out of the physical loss of or damage to the Cargo and shall exclude indirect, consequential, special, or punitive damages and/or losses and shall furthermore be subject to a "first loss" liability as hereunder enunciated. Nothing in this clause 4 shall be construed as to impose any liability on DONS DELIVERIES for any risk, not specifically assumed by it in terms of this agreement, or any risk in excess of the insurance cover as set in Clause 5.
- 4.5. The CUSTOMER acknowledges and accepts that DONS DELIVERIES, in protection against and in consideration of the risks as set out in this clause 4 will procure insurance cover, in favour of DONS DELIVERIES, as set out in clause 5.
- 4.6. Such insurance will comprise of Carrier's Liability Insurance, meaning that DONS DELIVERIES will be the insured in the policy and the insurance cover will be in respect of the liability of DONS DELIVERIES, to the CUSTOMER, arising out of this agreement.
- 4.7. Such insurance will be a "first loss" policy. This means that DONS DELIVERIES will have liability insurance in place up to the value limit set out in clause 5 and that the insurer shall not be entitled to apply average in respect of any claim.
- 4.8. The "first loss" policy only covers the Cargo to the value limit as set out in clause 5.
- 4.9. Any claim by the CUSTOMER against DONS DELIVERIES that exceeds the value limit set out in clause 5, will be limited to such value limit and the CUSTOMER will have no claim against DONS DELIVERIES in excess of the value limit, unless the CUSTOMER has notified DONS DELIVERIES in writing of the value of Cargo to be transported being in excess of the limit. and DONS DELIVERIES has agreed to that increased limit in respect of that particular transportation.
- 4.10. If the CUSTOMER fails to notify DONS DELIVERIES of the value of the Cargo exceeding the limit for which DONS DELIVERIES will procure insurance, as set out in clause 5.3.1, DONS DELIVERIES' liability to the CUSTOMER in respect of such Cargo (irrespective of the nature and extent of any claim) for losses and for damages to the Cargo shall remain limited to advised value limit.
- 4.11. In the event that the CUSTOMER fails to notify DONS DELIVERIES of the value of the Cargo exceeding the limit for which DONS DELIVERIES will procure insurance, as set out in clause 5.1, and as a result of the CUSTOMER's failure, DONS DELIVERIES' insurer elects not to pay out the full amount as set out in clause 5.1, the CUSTOMER's claim against DONS DELIVERIES shall be limited to such lesser amount.
- 4.12. In as much as the CUSTOMER may have suffered damages and/or losses as a result of the physical loss of or damage to the cargo outside the value limit provided for in clause 5 and/or the exclusion mentioned in clause 4.2, the CUSTOMER hereby:
- 4.12.1. waives and abandons all and any claims for such losses or damages against DONS DELIVERIES;
  - 4.12.2. indemnifies and undertakes to hold DONS DELIVERIES harmless against all and any claims by any third party against DONS DELIVERIES pursuant to such damages and/or losses including but not limited to any claim under subrogated rights by the CUSTOMER's insurer with whom the CUSTOMER may have insured such risk.

#### 5. INSURANCE

- 5.1. DONS DELIVERIES conducts business as a transporter of Cargo on behalf of its Customers. As such DONS DELIVERIES is a bailee in that it is in the possession of property belonging to another party and. has a responsibility to take reasonable care of the Cargo whilst in its possession.
- 5.2. In view of the provisions of the Short Term Insurance Act 53 of 1998 and the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS Act"), DONS DELIVERIES may not insure its Customer's goods or arrange insurance for its Customers as DONS DELIVERIES is not a licensed financial services provider, registered insurer or a binder holder with a registered insurer. However, as a bailee DONS DELIVERIES is entitled to insure its liability to its Customers in respect of the Cargo in its care and/or control.

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- 5.3. DONS DELIVERIES has elected to insure its liability to the CUSTOMER in respect of the Cargo in its care and/or control, subject to the following limits of liability, which represent the limits of liability in respect of any claim by the CUSTOMER against DONS DELIVERIES, unless the CUSTOMER has given DONS DELIVERIES written notice of a higher value in respect of a particular transportation, and DONS DELIVERIES has agreed to this:
- 5.3.1. R50 (Fifty Rand) per Waybill plus VAT, unless otherwise stated in Annexure A hereto.
  - 5.3.2. claims which are recoverable as per clause 4.2 of this agreement;
  - 5.3.3. claims which are recoverable in terms of the elected liability insurance policy.
- 5.4. The CUSTOMER shall be entitled to a copy of the policy upon request.
- 5.5. In the event of the insurance company failing or refusing to pay any claim, or repudiating or rejecting liability for any claim, in respect of the liability of DONS DELIVERIES to the CUSTOMER arising out of loss of or damage to Cargo being transported, the CUSTOMER shall not have any claim against DONS DELIVERIES or the insurance company, notwithstanding that such claim might have arisen as a result of negligence on the part of an employee of DONS DELIVERIES, or of an employee of a sub-contractor of DONS DELIVERIES, or as a result of forcible or violent theft of Cargo.
- 5.6. No provision contained herein shall be a basis for any insurance company to repudiate or reject liability in the event of DONS DELIVERIES insuring against any risk, loss or damage that otherwise would have been excluded in terms hereof.

## 6. DAMAGE TO VEHICLES

The CUSTOMER shall be liable for any damage that is caused to DONS DELIVERIES' or its sub-contractors' vehicles during the loading or off-loading of Cargo at the CUSTOMER'S premises and the CUSTOMER shall be responsible for restoring the vehicle to the condition prior to such damage being incurred.

## 7. LOADING / OFFLOADING / DELIVERY

- 7.1. The CUSTOMER shall make all necessary arrangements for the loading of Cargo onto or offloading of Cargo from DONS DELIVERIES' or its sub-contractors' vehicles. DONS DELIVERIES shall not be responsible for the loading and offloading of goods unless prior written arrangements have been made with and accepted by DONS DELIVERIES. The CUSTOMER undertakes to ensure the correct legal dimensions and weight distribution over the axles of the vehicles used and any fines or additional costs incurred by DONS DELIVERIES or its sub-contractors arising out of unlawful dimensions of the Cargo carried or weight distribution shall be for the CUSTOMERS' account.
- 7.2. Where the loading is performed by the Customer, the CUSTOMER undertakes to arrange for the employment of suitable personnel and equipment to ensure the loading and offloading of the Cargo and indemnifies DONS DELIVERIES and holds it harmless against all costs, expenses, claims, losses, damage, or injuries to any person or property and whether direct or indirect, arising out of or during the course of such loading or offloading of Cargo .
- 7.3. The CUSTOMER, owners and consignees of any Cargo and their agents, warrant to DONS DELIVERIES the accuracy of all descriptions, values and other particulars furnished to DONS DELIVERIES for customs, consular and other purposes, and indemnify DONS DELIVERIES against all losses, damages, expenses, penalties or fines arising out of any inaccuracy or omission in relation to the Cargo .
- 7.4. DONS DELIVERIES will be deemed not to have taken delivery of the Cargo or any part thereof until the entire consignment has been loaded onto the carrying vehicle.
- 7.5. DONS DELIVERIES will not be liable for any loss or damage, or consequential loss or damage, arising from delay in delivery of the Cargo, resulting from any cause whatsoever.
- 7.6. Upon delivery of the Cargo, the CUSTOMER will sign a "Proof of Delivery" ("POD") document. The POD shall be proof of the condition of the Cargo on delivery to the CUSTOMER. The onus will rest on the CUSTOMER to show that the Cargo was delivered in a condition other than that which is recorded on the POD.
- 7.7. POD's may be submitted electronically for signature and provided that such documents bear the CUSTOMER'S signature, they shall be regarded as valid and binding POD's.
- 7.8. In the event of a dispute arising in regard to the weight of Cargo delivered to DONS DELIVERIES, or delivered by DONS DELIVERIES, the weight as recorded by DONS DELIVERIES will be regarded as final and binding.

## 8. DANGEROUS CARGO

- 8.1. The CUSTOMER shall obtain the specific written consent of DONS DELIVERIES in advance to accept into its possession or control, or into the possession or control of any of its servants, agents, employees or sub-contractors, any goods, including radioactive materials, which may be or become dangerous, inflammable or noxious, or which by their nature may injure, damage, taint or contaminate or in any way whatsoever adversely affect any person, goods or property, including Cargo likely to harbour or attract vermin or other pests.
- 8.2. The CUSTOMER warrants that such goods or the case, crate, box, drum, canister, tank, flat pallet, package or other holder or covering of such goods will comply with any applicable laws, regulations or requirements of any authority and that the nature and characteristics of such goods and all other data required by such laws, regulations or requirements will be prominently and clearly marked on the outside cover of such goods.
- 8.3. If any such goods are delivered to DONS DELIVERIES which may, as DONS DELIVERIES deems fit amount to a risk to other Cargo, property, life or health, such goods may be destroyed, disposed of, abandoned or rendered harmless or otherwise dealt with at the risk and expense of the CUSTOMER and without DONS DELIVERIES being liable to the CUSTOMER for any compensation. The CUSTOMER indemnifies DONS DELIVERIES in respect of the costs of such destruction, disposal, abandonment or rendering harmless such goods and further against all loss, liability or damage caused as a result of the tender or delivery of such goods to DONS DELIVERIES.

## 9. ALLOCATION OF VEHICLES

DONS DELIVERIES allocates vehicles to carry out the SERVICES a minimum of twenty four (24) hours prior to the date of rendering of the SERVICES. Any cancellation of a vehicle allocated in respect of an accepted quotation will be subject to a cancellation fee as set out on the schedule annexed hereto marked "Y".

## 10. SUB-CONTRACTING

DONS DELIVERIES shall be entitled to employ sub-contractors and/or agents to attend to the SERVICES on its behalf. In the event of DONS DELIVERIES employing a sub-contractor or agent all the terms and conditions exempting DONS DELIVERIES from liability or placing a limit on the liability of DONS DELIVERIES to the CUSTOMER and requiring the CUSTOMER to indemnify DONS DELIVERIES are hereby included and shall apply *mutatis mutandis* in favour of such sub-contractor and/or agent.

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## 11. PAYMENT

- 11.1. In respect of each contract of service the amount payable by the CUSTOMER to DONS DELIVERIES shall be paid within thirty (30) days from date of presentation of an invoice by DONS DELIVERIES to the CUSTOMER.
- 11.2. In the event of a dispute between DONS DELIVERIES and the CUSTOMER all amounts which may in future become due to DONS DELIVERIES shall be deemed immediately due and the CUSTOMER acknowledges that DONS DELIVERIES has the right to retain any goods in its possession as a lien for monies due.
- 11.3. Where credit has not been approved in writing by DONS DELIVERIES, payment shall be strictly cash on delivery.
- 11.4. All payments shall be made at DONS DELIVERIES' place of business or by electronic funds transfer into DONS DELIVERIES' banking account, with the confirmation of such deposit being transmitted to DONS DELIVERIES.
- 11.5. The CUSTOMER shall pay to DONS DELIVERIES the full amount stated on DONS DELIVERIES' invoice on due date, without deduction or set off.
- 11.6. DONS DELIVERIES shall be entitled to claim immediate payment of any amount payable by the CUSTOMER to DONS DELIVERIES notwithstanding any earlier agreement for credit, whether same is due for payment or not in the event of:-
- 11.6.1. the CUSTOMER failing to pay any amount on due date; or
  - 11.6.2. any cheque promissory note or other bill of exchange given to DONS DELIVERIES in respect of any indebtedness of the CUSTOMER under the contract being dishonoured by non-payment; or
  - 11.6.3. application is made or a resolution is passed for the provisional or final sequestration or winding up of the CUSTOMER; or
  - 11.6.4. the CUSTOMER commits any act of insolvency in terms of Section 8 of the Insolvency Act; or
  - 11.6.5. the CUSTOMER enters into any compromise with its creditors; or
  - 11.6.6. the CUSTOMER ceases the conduct of its business; or
- 11.7. the CUSTOMER fails to satisfy any default judgment granted against it within seven (7) days after date of judgment.
- 11.8. In the event of circumstances arising over which DONS DELIVERIES has no reasonable control which would impact on the commercial viability to DONS DELIVERIES of rendering the SERVICES, DONS DELIVERIES reserves the right to cancel the contract. Should DONS DELIVERIES be prevented for any reason from delivering the Cargo to the specified destination, DONS DELIVERIES shall have the right to deliver the Cargo to the nearest reasonable destination or to make use of any reasonable alternate route for the purpose of fulfilling the contract. If, in doing so DONS DELIVERIES is required to travel additional distance, or is required to re-direct the Cargo in any respects, it shall be entitled to reasonable payment in respect thereof from the CUSTOMER. DONS DELIVERIES shall be entitled, at its discretion, to transfer Cargo to which the SERVICES relate from any vehicle to another and, pending such transfer, to keep the Cargo in such place as DONS DELIVERIES deems suitable.

## 12. DUTIES AND TAXES

The CUSTOMER, owners and consignees and their agents shall be liable for any duty, tax, imposts or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the Cargo and for any payments, fines, expenses, loss or damage incurred or sustained by DONS DELIVERIES in connection therewith. In the event that it is necessary for DONS DELIVERIES to warehouse any Cargo, pending delivery, such warehousing will be at the CUSTOMER'S expense. DONS DELIVERIES will not be liable for any demurrage or storage costs levied by any third party in regard to the Cargo.

## 13. LIEN

- 13.1. DONS DELIVERIES shall have a special and general lien over all Cargo (and all documents relating to the Cargo ) as security for any amounts owing to it by the CUSTOMER.
- 13.2. DONS DELIVERIES shall be entitled to retain possession of all goods as security for any amounts which may be due and payable to it by the CUSTOMER from any cause howsoever arising.
- 13.3. Notwithstanding anything herein contained to the contrary, the CUSTOMER in contracting with DONS DELIVERIES is deemed to contract in the capacity of a principal , and not in the capacity of an agent. Accordingly ownership of all Cargo in respect of the SERVICES shall at all material times vest in the CUSTOMER.

## 14. JURISDICTION

The CUSTOMER hereby consents to the jurisdiction of the Durban Magistrate's Court to determine any action or proceeding which may arise under or in connection with these trading terms and conditions, but without prejudice to DONS DELIVERIES' right to bring legal proceedings in the relevant High Court having jurisdiction. .

## 15. CONDITIONS OF GENERAL AND FUTURE APPLICATION

These conditions shall apply to any other or additional work and/or transport carried out for and on behalf of the CUSTOMER, whether or not the CUSTOMER's attention has been specifically drawn to these terms and conditions as being applicable to the contract governing the relationship. It shall therefore be construed that the CUSTOMER has agreed that all terms and conditions herein contained shall apply to all future and/or additional transport work carried out for and on behalf of the CUSTOMER by the DONS DELIVERIES and/or any of its sub-contractors or agents.

## 16. WHOLE AGREEMENT

No term and condition contained in any letter, telefax, e-mail, order, or other such like document of the CUSTOMER, or stipulated orally by or on behalf of the CUSTOMER, aside from those terms and conditions contained herein and in any credit application form completed by the CUSTOMER shall form part of any contract concluded between it and DONS DELIVERIES. This agreement, together with any credit application form completed by the CUSTOMER, shall govern the relationship between DONS DELIVERIES and the CUSTOMER, and expressly excludes the terms and conditions of trading of such CUSTOMER as contained in any of the CUSTOMER's delivery notes, orders and/or invoices, and the like.

## 17. NO VARIATION

- 17.1. No warranty or representation other than those expressly contained herein shall be of any force and effect against the DONS DELIVERIES, unless same is contained in writing and signed for and on behalf of the DONS DELIVERIES by an authorised representative.

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17.2. No amendment, variation or consensual cancellation of any terms hereof, including this clause, shall be of any force and effect unless such amendment, variation and/or consensual cancellation is reduced to writing and signed by a duly authorised representative of DONS DELIVERIES.

**18. NON-WAIVER**

No indulgence, latitude, extension of time or the like granted by DONS DELIVERIES to the CUSTOMER shall in any way whatsoever be construed as a novation or waiver of any other rights which DONS DELIVERIES may have against the CUSTOMER, nor may it operate as an estoppel against DONS DELIVERIES.

**19. SEVERABILITY**

Each of the terms hereof is severable from the rest of the terms contained herein which terms shall remain of full force and effect, should any one term be found to be invalid for any reason, or, without limiting the generality hereof, *contra bona mores*.

**20. DOMICILIA**

- 20.1. Any notice by the one party to the other shall be given in writing by post, telefax or delivery by hand:-
- 20.2. to DONS DELIVERIES at its place of business;
- 20.3. to the CUSTOMER at the physical address as set out in its Credit Application form which addresses each party chooses as its domicilium citandi et executandi.
- 20.4. The parties shall be entitled to change the addresses as referred to in sub-paragraph 19.1 from time to time provided that any address selected by either of them shall be situated in the Republic of South Africa and any such change shall only become effective upon receipt of notice in writing by the other party of such change.

**21. BREACH**

- 21.1. Should there be any dispute of any nature whatsoever between the parties in regard to any aspect, matter or thing relating to this agreement, the CUSTOMER shall nevertheless be obliged to perform its obligations as though DONS DELIVERIES had performed properly.
- 21.2. The CUSTOMER shall not be entitled to withhold payment of any amount by reason of any disputes with DONS DELIVERIES, whether in relation to the performance, or lack thereof, of DONS DELIVERIES and the CUSTOMER'S right to bring any claim against DONS DELIVERIES shall be dependent on the CUSTOMER first having paid DONS DELIVERIES, in full, in respect of SERVICES rendered.
- 21.3. In the event that either party fails to fulfil any of its obligations in terms of this agreement and fails to remedy such breach within seven (7) calendar days of receiving a written demand from the other party to do so, then the party not in breach shall be entitled to cancel the agreement, without prejudice to its rights to claim damages.

**22. CONSENT**

- 22.1. The Customer hereby acknowledges and agrees that the Carrier may perform a credit search on the Customer's records with one or more of the registered Credit Bureaux when assessing the Customer's application form:
  - 22.1.1. monitor the Customer's payment behaviour by researching his/her record at one or more of the registered Credit Bureaux;
  - 22.1.2. use new information and data obtained from other Credit Bureaux in respect of the Customer's future applications;
  - 22.1.3. record the existence of the Customer's account with any Credit Bureaux;
  - 22.1.4. record and transmit details of how the Customer has performed, and how the account is conducted by the Customer in meeting his/her obligations on the account.
- 22.2. The Carrier undertakes to give the Customer 21 days written notice prior to the forwarding of the details to the Credit Bureau database.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_