

TRADING TERMS & CONDITIONS

Entered into by and between:

DTS SECURITY PRODUCTS cc

Company stamp

and

Name in full

Registration No.

>the Purchaser"

IT IS AGREED THAT:

- 1 The Purchaser hereby irrevocably cedes, pledges, assigns, transfers and makes over unto and in favour of the Seller, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and howsoever arising which the Purchaser may in the past or now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae, without exception, as continuing covering security for the due payment of every sum of money which may in the past or now or any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which the Purchaser may be or become bound to perform in favour of the Seller, it being acknowledged that this Cession is a cession in securitatum debiti and is not an out and out cession. Should it transpire that the Purchaser entered into prior deed/s of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this Cession, then this Cession shall operate as a cession of all the Purchaser=s reversionary rights.

The Purchaser warrants that it has not ceded its bank debts nor pledged its movable assets to any party and/or executed a notarial bond over its movable assets or any portion thereof to any party.
 - 2 The invoice price reflected on the Seller=s invoice shall be paid by the Purchaser without any deduction within 30 days of the date of delivery.
 - 3 For the purpose of set-off, payment in respect of goods sold and delivered by the Seller to the Purchaser shall become due upon delivery, notwithstanding any terms of payment agreed upon
 - 3.1 The Purchaser shall not be entitled to set-off any amounts which may be owing to the Purchaser by the Seller, from whatsoever cause arising, against any amounts owing by the Purchaser to the Seller.
 - 3.2 Notwithstanding the foregoing, the Seller shall enjoy such right of set-off.
 - 4 The party/ies who have appended their signatures hereto on behalf of the Purchaser:
 - 4.1 hereby interpose and bind himself/herself/themselves jointly and severally, the one paying the other to be absolved as surity/ies and co-principal debtor/s in solidum unto and in favour of the Seller and its holding company and all the holding company=s subsidiary companies for the due and punctual payment and discharge on demand of all sums of money and obligations from whatsoever cause and howsoever arising for which the Purchaser may in the past or now or from time to time hereafter owe or be indebted or obligated to fulfill to the Seller and/or the Seller=s successors and assigns and shall extend also to the payment of damages whether there be cancellation or not of any relevant agreement; and
 - 4.2 renounce the benefits of the legal exception, excussion and division, cession of action and no value received; and
 - 4.3 agree to be bound by all the terms and conditions of this Agreement; and
 - 4.4 agree that in the event of the liquidation, judicial management or sequestration, composition or compromise of the Purchaser, he/she/they hereby cede, assign, transfer and make over unto and in favour of the Seller his/her/their claims and/or entire loan account against the Purchaser until all amounts owing by the Purchaser to the Seller (including interest and costs) have been paid in full.
 - 5 The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. However, notwithstanding delivery, ownership of the goods shall remain vested in the Seller and shall not pass to the Purchaser until payment of the full purchase price has been made.
 - 5.1 A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent, a representative or nominated transporter of the Purchaser.
 - 5.2 The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Purchaser=s specifications unless written notice is received by the Seller within 7 (SEVEN) days of delivery.
 - 6 The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in delivery, defective goods or from any other cause however arising.
 - 6.1 The Purchaser acknowledges that the Seller is not necessarily the manufacturer of the goods. In respect of those goods not manufactured by the Seller, the Purchaser indemnifies and holds the Seller harmless against any claim that may be made against the Seller in consequence of delays in delivery or such goods being defective and
- causing any damage whatsoever, whether through accident, negligence, recklessness, third party fraud or any other cause.
- 7 In the event of the Purchaser failing to make payment of any amount on due date or the Purchaser and/or Surety/ies committing any breach of the terms of this Agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
 - 7.1 retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed, including worked materials; and/or
 - 7.2 demand that the Purchaser immediately make payment to the Seller of all amounts outstanding in respect of all goods sold and delivered by the Seller to the Purchaser, notwithstanding that payment in respect of any such goods might not yet be due and payable.
 - 8 The Seller, Purchaser and Surety/ies consent and agree that any dispute, disagreement or claim arising out of this agreement or any other agreement between the parties shall, at the sole election of the Seller, be finally resolved:
 - 8.1 In the Magistrate=s Court having jurisdiction in respect of the Purchaser and Surety/ies, notwithstanding that the amount in issue may exceed the jurisdiction of such Court; or
 - 8.2 in the High Court of South Africa, Witwatersrand Local Division; or
 - 8.3 in accordance with the Rules of the Arbitration Foundation of South Africa by an Arbitrator or Arbitrators appointed by the Foundation.
 - 8.4 the Purchaser and surety/ies agree to pay, on demand, all legal costs incurred by the Seller, calculated on the attorney and own client scale.
 - 9 Credit limits and payment terms shall at all times be in the sole discretion of the Seller who may alter or withdraw the facility at any time.
 - 10 The Seller shall be entitled to charge compound interest, from time to time, on all overdue amounts, at the maximum permissible rates allowed by the Usury Act.
 - 11 The Purchaser agrees to notify the Seller immediately the financial position of the Purchaser changes, to the extent that the Seller=s interest may be impaired.
 - 12 This Agreement shall not constitute a novation of any previous agreement and insofar as the provisions herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this Agreement shall prevail.
 - 13 The Purchaser and Surety/ies hereto warrant that the information on the reverse side hereof is true and correct and undertake to notify the Seller in writing by prepaid registered post of any change of details furnished on the reverse side relating to the Purchaser, its ownership, any change in share holding or membership and/or directors/members/partners, within 24 (TWENTY-FOUR) hours of such change. Such change or failure to give notice of the change shall in no way derogate from the Purchaser=s liability/obligation to the Seller hereunder.
 - 14 The Purchaser agrees that no alteration, amendment, modification, variation or addition hereto shall be binding upon the Seller unless the same be reduced to writing and signed by the Seller. Furthermore, no extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be a waiver by the Seller of any of its rights under this agreement, or a novation of any of the terms and conditions of this Agreement.
 - 15 The Purchaser undertakes to notify the owner/lessor of any premises rented by the Purchaser at which goods may at any time be kept and furnish the Seller with a copy of each notification, which shall be in a form acceptable to the Seller.
 - 16 The Purchaser and Surety/ies hereto nominate the Purchaser=s physical address as recorded on the reverse side hereof as their domicilium citandi et executandi.
 - 17 The Seller=s price lists do not constitute an offer by the seller to sell goods at the prices therein quoted and are published merely for information purposes.
 - 18 In cases where the Purchaser used the postal services to effect payment, ownership in cheques posted vests in the Purchaser until receipt thereof by the Seller.
 - 19 We are entitled to make whatever enquiries we consider necessary in assessing your application for credit. If credit is approved, we are further entitled to register details about the conduct of your account at the credit bureaux and to give trade references to other enquirers.

As surety and co-principal debtor and being duly authorised to sign on behalf of the Purchaser and who acknowledges that this Agreement/Surety/Cession was complete in all respects at the time of signature and that the terms and conditions hereof have been read, understood and agreed to without reservation.

<p>Signature _____</p> <p>Full names (print) _____</p> <p>ID No _____ Capacity _____</p> <p>Place _____ Date _____</p> <p>Witnesses</p> <p>1 ID No _____</p> <p>2 ID No _____</p>	<p>Signature _____</p> <p>Full names (print) _____</p> <p>ID No _____ Capacity _____</p> <p>Place _____ Date _____</p> <p>1 ID No _____</p> <p>2 ID No _____</p>
---	--

Accepted by DTS SECURITY PRODUCTS cc

Name (print) _____ Date _____ Place _____