



THE APPLICANT does hereby accept the following terms and conditions:

1. Credit terms

- 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by WISETEN. Settlement is effected only on receipt of cash or by way of Electronic Funds Transfer (EFT) or any other payment instrument acceptable to WISETEN and shall be made to WISETEN free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by WISETEN are entirely at the discretion of WISETEN and may be withdrawn at any time.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from WISETEN, which will be transmitted via email, and the following conditions thereto as required by the South African Revenue Service and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit, and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit, and debit notes) will be transmitted and issued to THE APPLICANT in 128-bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and WISETEN shall retain the electronic documents in their original encrypted format for a period of five years from the date of the delivery to which they relate.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit, or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of WISETEN's invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.

2. Change of address

THE APPLICANT undertakes to notify WISETEN in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify WISETEN, in writing, within twenty (20) days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to WISETEN.

4. Domicilium

THE APPLICANT and the signatory hereto choose Domicilium Citandi et Executandi for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.

5. Consent to sharing information and retention periods

5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that WISETEN has consent to:

5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT in terms of this agreement.

5.1.2 WISETEN may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.

5.1.3 If THE APPLICANT fails to meet his/her/its commitments to WISETEN, WISETEN may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

5.3 WISETEN is required to collect, process, and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by WISETEN's staff, representatives, and sub-contractors and WISETEN makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information WISETEN has collected, processed, and shared.

5.4 In terms of the Protection of Personal Information Act, 4 of 2013 (POPIA), where a person processes another's personal information, such processing may only occur if it is lawful, legitimate and responsible and done in accordance with POPIA. WISETEN will process certain personal information which is owned or held by others. In order to comply with POPIA, WISETEN must provide persons whose personal information is processed with a number of details pertaining to such processing, which details are contained in the WISETEN Procurement Processing Notice available on the WISETEN website, which notice THE APPLICANT is requested to download and read. Please note that most personal information processed by WISETEN is required for lawful purposes and therefore consent to process will not always be required; where consent is required, it will be indicated in the notice and the handing over of such personal information to WISETEN will be viewed as acceptance that WISETEN may process that personal information. Where WISETEN's personal information is provided to you, you consent to the processing thereof, provided that you or any other recipient who processes it undertakes to process such personal information strictly in compliance with POPIA. Where personal information provided by WISETEN is not processed in accordance with POPIA, the person providing such information indemnifies and holds WISETEN and/or any third parties harmless against all liabilities, loss or damages, including pecuniary and non-pecuniary damages, which WISETEN or any data subject or other person may incur as a consequence of such noncompliance, such person agreeing to pay WISETEN and/or any affected data subject or third party all and any such damages on demand. Where WISETEN provides personal information to a person in terms of this document who is tasked with processing it on behalf of WISETEN in its capacity as an "Operator" as defined under POPIA, then WISETEN's standard Operator Agreement/Addendum shall apply to such processing and shall be incorporated into and read together with this document.

6. Pricing increments

Prices quoted by WISETEN are determined from time to time and are subject to increases at the discretion of WISETEN. WISETEN shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

7. Valid orders and quotations

7.1 In the event of any order being given to WISETEN on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

7.2 Quotations issued by WISETEN remain valid for the period specified on the quotation. Where no validity period is stated, quotations are valid for 14 (fourteen) days from the date of issue, unless withdrawn earlier by WISETEN in writing.

8. Delivery and risk

8.1 Delivery dates are estimates only and time shall not be of the essence. WISETEN shall not be liable for delays due to causes beyond its reasonable control.

8.2 Risk in goods shall pass to THE APPLICANT on delivery to THE APPLICANT's nominated address or on collection by THE APPLICANT, whichever occurs first.

9. Title and retention of ownership

Title to the goods shall remain with WISETEN until full payment of all amounts owing in respect of such goods has been received by WISETEN, irrespective of delivery or risk having passed and notwithstanding any consolidation of debts or set-offs. Until such time, THE APPLICANT shall hold the goods as bailee and shall store them separately and ensure they are identifiable as WISETEN's property.

10. Default and recovery costs

10.1 If THE APPLICANT fails to pay any amount on its due date, WISETEN may, without prejudice to any other rights it may have, suspend further deliveries, accelerate all amounts owing, cancel any unfulfilled order, and claim immediate payment of all outstanding sums.

10.2 THE APPLICANT shall be liable for all costs of collection, including legal fees on the attorney-and-client scale and tracing fees, and interest on overdue amounts at a rate of 2% above the prevailing prime lending rate of WISETEN's bankers, calculated monthly in arrear from the due date until payment in full.

11. Warranties and limitations of liability

11.1 WISETEN warrants that at the time of delivery the goods will comply with the description and be free from defects in material and workmanship for the manufacturer's standard warranty period only.

11.2 Except as expressly provided, all other warranties, conditions or obligations implied by law are excluded to the fullest extent permitted by law. WISETEN's total liability for any claim arising out of or in connection with the supply of goods or services shall be limited to the invoice value of the goods or services in respect of which the claim arises.

12. Indemnity

THE APPLICANT indemnifies WISETEN against any claims, damages, penalties, liabilities or losses suffered by WISETEN arising from THE APPLICANT's use, resale or modification of the goods, or use of goods in a manner inconsistent with the manufacturer's instructions or statutory requirements.

13. Force majeure

WISETEN shall not be liable for any failure or delay in performing its obligations where such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, strike, lockout, labour disputes, fire, flood, governmental action, shortage of raw materials, or transportation difficulties.

14. Severability

If any provision of these terms is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

15. Entire agreement

These terms and conditions, together with any order, quotation, Section A information and any applicable schedules, constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

16. Governing law and jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. THE APPLICANT consents to the non-exclusive jurisdiction of the Magistrates' Court having jurisdiction in respect of any action or proceeding arising out of or in connection with these terms, provided that WISETEN may elect to institute proceedings in any competent court

