



APPLICATION FOR CREDIT FACILITIES / ACCOUNT

with

Waco Modular

(a division of Waco Africa (Pty) Ltd)

Company Registration No: 2012/000665/07

We thank you for your interest shown in conducting business with Waco Modular (a division of Waco Africa (Pty) Ltd).

Please complete the following form using BLACK ink only and return the ORIGINAL form back to us as soon as possible. Kindly ensure that all applicable areas are completed in full and that all pages are initialled by authorised signatories and witnesses in the space provided at the bottom right hand corner.

DOCUMENT CHECKLIST

- | | | | | |
|----|--|-------|------|-------|
| 1. | Company resolution authorising the signatory to sign the credit application form | • Yes | • No | • N/A |
| 2. | Company registration forms i.e. CK1 / CM1 Forms or Certificate of Registration | • Yes | • No | • N/A |
| 3. | VAT registration certificate | • Yes | • No | • N/A |
| 4. | ID Copies of all directors / partners / members / owners | • Yes | • No | • N/A |
| 5. | SARS Tax Clearance Certificate | • Yes | • No | • N/A |
| 6. | Cancelled company letterhead with company's physical address | • Yes | • No | • N/A |
| 7. | Proof of banking details (bank stamped letter or cancelled cheque) | • Yes | • No | • N/A |
| 8. | Audited annual financial statements | • Yes | • No | • N/A |

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



SECTION 1 – COMPANY INFORMATION

Registered Name			
Trading Name			
Holding Company Name			
Nature of business			
Legal Entity Type	<input type="checkbox"/> Public Company	<input type="checkbox"/> Private Company	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Non-profit Organisation	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other	
Registration No		VAT No	
Company Start Date			
Has the business ever made a compromise with its creditors or been placed under judicial management?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details			
Auditors / Accounting Officer			
Present Total Asset Value	• Under R1m • Over R1m • Over R2m	Present Annual Turnover	• Under R1m • Over R1m • Over R2m
Postal Address			Code
Physical Address			Code
Telephone No		Fax No	
Site Contact Person		Email address	
Accounts Contact Person		Email address	

SECTION 2 - DIRECTORS / PARTNERS / MEMBERS / OWNERS

We require the personal details of ALL directors / partners / owners / members of the legal entity. Should there be more than three, please attach an annexure to this form.

Full Name			
ID No		Cell No	
Residential Address			
Full Name			
ID No		Cell No	
Residential Address			



Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer





WACO
MODULAR

Full Name			
ID No		Cell No	
Residential Address			

SECTION 3 - TRADE REFERENCES

Name of Supplier	Tel No	Credit Limit

SECTION 4 - BANKING DETAILS

Bank Name			
Name of Account Holder			
Account No		Branch Name	
Branch Code			

SECTION 5 - OTHER INFORMATION

Maximum credit amount applied for	
Does your company use official purchase orders?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of persons authorised to purchase on behalf of the applicant	1.
	2.
	3.

SECTION 6 - APPLICANTS CONFIRMATION THAT ALL INFORMATION PROVIDED IS CORRECT

Name			
Designation			
Date		Place	
Signature (who warrants that he / she is duly authorised)			



WACO
MODULAR

WACO MODULAR STANDARD CONDITIONS OF ERECTION AND HIRE

WACO Modular (a division of Waco Africa (Pty) Ltd)

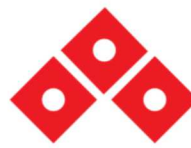
GENERAL TERMS OF CONTRACT OF ERECTION AND HIRE (INCORPORATION OF SURETYSHIP)

1. INTERPRETATION AND DEFINITIONS

- 1.1. In these General Terms of Contract and Erection and Hire and all annexures hereto
 - 1.1.1. clause headings are for the purpose of convenience and reference only and shall not be used in the interpretation thereof, nor modify or amplify any of its provisions;
 - 1.1.2. a reference to:
 - 1.1.2.1. any particular gender shall include all genders;
 - 1.1.2.2. the singular shall include the plural and vice versa;
 - 1.1.2.3. a natural person shall include a juristic person whether a corporate or unincorporated created entity and vice versa;
 - 1.1.3. unless otherwise expressly stated or implied, where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday in the Republic of South Africa, the parties shall be deemed to have intended such act to be performed on or by the first day thereafter which is not a Saturday, Sunday or public holiday;
 - 1.1.4. where an expression has been defined (whether in 1.2 below or elsewhere in these General Terms of Contract of Erection and Hire) and such definition contains a provision conferring the right or imposing an obligation on any party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of these General Terms of Contract and Erection and Hire;
 - 1.1.5. if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
 - 1.1.6. unless specifically provided to the contrary, all amounts referred to in any of the Schedules as amplified by these General Terms of Contract and Erection and Hire are exclusive of Value Added Tax;
- 1.2. In these General Terms of Contract and Erection and Hire, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate words and expressions shall bear corresponding meanings;
 - 1.2.1. "Waco Modular"- means Waco Modular (a division of Waco Africa (Pty) (Ltd), (Registration Number: 2012/000665/07);
 - 1.2.2. "Contract of Erection and Hire" - a contract of erection and hire concluded between the Parties; comprising of these General Terms of Contract and Erection and Hire, the Customer Details Annex, the Special Terms of Contract and the relevant Schedule/s applicable to the Works and the Hired Goods in question;
 - 1.2.3. "Customer"- means the Party detailed in the Customer Details Annex for whom the Works are to be performed and by whom the Hired Goods are to be hired in terms of the Contract of Erection and Hire;
 - 1.2.4. "Customer Details annex"- means annex "A" hereto, setting out full particulars of the customer including, inter alia, in terms of name, registration number, postal, physical and domicilium addresses, telephone and fax numbers and responsible person to bind the Customer;
 - 1.2.5. "Date of Practical Completion"- means the date of completion by Waco Modular of the Works in accordance with the Specifications, as determined by Waco Modular in its sole discretion and notified to the Customer in writing;
 - 1.2.6. "Erection Price"- means the price payable by the Customer to Waco Modular for the performance of the Works in question, detailed in the relevant Schedule;
 - 1.2.7. "the/these General Terms of Contract and Erection and Hire"- means the general terms and conditions contained in this document to which, amongst others, the performance of the Works and the hire of the Hired Goods are subject;
 - 1.2.8. "the Hired Goods"- means the modular buildings and all appurtenances and installations contained therein together with any other movable property described in the relevant Schedule, to be erected and/or installed by Waco Modular at the Premises on the basis that same shall be hired by the Customer, a full description and the serial numbers of which shall be set out in the relevant Schedule/s in respect thereof;

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



- 1.2.9. "Hire Consideration"- means the rental payable by the Customer to Waco Modular per month for the hire of the Hired Goods in question, as detailed in the relevant Schedule;
- 1.2.10. "Hire Period"- means the period during which the Hired Goods are hired by the Customer from Waco Modular in terms of a Contract of Erection and Hire, commencing on the Date of Practical Completion in respect thereof and termination on the date upon which such Hired Goods are removed from the Premises by Waco Modular;
- 1.2.11. "Minimum Hire Period"- means the minimum period from which Hired Goods shall be required to be hired by the customer, which minimum period shall be as set out in the Schedule relating to the hire of the Hired Goods in question;
- 1.2.12. "Parties"- collectively, Waco Modular and the Customer, and "Party" shall mean either of them as the context requires;
- 1.2.13. "the Premises"- means the premises of the Customer at which the relevant Works are to be performed, the particulars of which are set out in the relevant Schedule;
- 1.2.14. "The Prime Rate"- the prime bank overdraft rate of the interest as charged and calculated by Standard Bank of South Africa to its corporate customers in respect of overdraft facilities from time to time, compounded monthly in arrears, as certified by an official of that bank whose appointment its hall not be necessary to prove;
- 1.2.15. "the Schedule/s"- the schedule/s attached and to be attached from time to time to the Contract of Erection and Hire, each Schedule of which shall set out a detailed description of the Works and the Hired Goods forming the subject matter of the relevant Contract of Erection and Hire, the serial numbers of such Hired Goods, the Specifications of such Works and such Hired Goods; the Premises at which such Works are to be performed, the minimum Hire Period in respect of such Hired Goods, the Erection Price relevant to the performance of such Works, the Hire Consideration relevant to such Hired Goods and the annual rate of escalation of such Hire Consideration and such other particulars as may be relevant to the particular Contract of Erection and Hire;
- 1.2.16. "Special Terms of Contract"- means the special terms and conditions contained in annex "B" hereto, as amended from time to time by the Parties in writing, to which special terms and conditions the performance of all Works is subject;
- 1.2.17. "Specifications"- means the detailed specifications and places relating to the Works and Hired Goods in question;
- 1.2.18. "the Works"- means the erection/installation by Waco Modular of the Hired Goods in question at the Premises in accordance with the Specifications.

2. SEPARATE CONTRACTS

- 2.1. A separate Contract of Erection and Hire shall be concluded between Waco Modular and the Customer in relation to the erection of each Modular Building comprising Hired Goods and the subsequent hire of such Modular Building.
- 2.2. Unless otherwise specifically stipulated and agreed upon in writing to the contrary by Waco Modular, these General Terms of Contract of Erection and Hire read with the Special Terms of Erection shall supersede and prevail over any terms and conditions contained in any documents submitted by the Customer.
- 2.3. In the event of any conflict with the provisions of these General Terms of Contract of Erection and Hire and the provisions of any of the other documents referred to herein and/or annexed hereto, the provisions of such other documents shall prevail.

3. PERFORMANCE OF THE WORKS AND HIRE OF THE HIRED GOODS

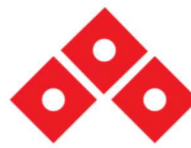
- 3.1. Waco Modular is hereby contracted by the customer to:
 - 3.1.1. carry out, perform and complete the Works referred to in each Contract of Erection and Hire in accordance with the provisions thereof in exchange for payment of the Erection Price referred to therein; and
 - 3.1.2. hire to the customer the Hired Goods referred to in each Contract of Erection and Hire in accordance with the provisions thereof in exchange for payment of the Hire Consideration referred to therein.

4. QUOTATIONS AND CONCLUSION OF CONTRACTS OF ERECTION AND HIRE

- 4.1. All new customers who have not previously concluded a Contract of Erection and Hire shall be required to complete a Customer Details Annex in writing prior to requesting that Waco Modular furnishes a quotation, it being recorded and agreed that such Customer Details Annex shall, unless subsequently amended in writing by the customer and signed by Waco Modular, constitute annex "A" to all Contracts of Erection and Hire subsequently concluded by such Customer with Waco Modular.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



- 4.2. Customers may be required to complete and submit an Application for Credit Facilities / Account Form before commencement of supply of Hired Goods or services. Waco Modular shall be entitled to check the Customer’s credit worthiness before supplying equipment to the customer and the Customer hereby acknowledges and agrees that Waco Modular shall be entitled to obtain information concerning the Customer from any registered credit bureau and/or any other suppliers. The Customer hereby acknowledges and agrees that information concerning the creditworthiness of the Customer may be disclosed by Waco Modular to any registered credit bureau and/or any other suppliers.
- 4.3. All quotations furnished by Waco Modular to the Customer for the performance of Works and the hire of Hired Goods shall be in writing and in the form of the schedule described above and shall be subject to the provisions of these General Terms of Contract of Erection and Hire read with the Special Terms of Contract, and shall be valid for a period of 30 (thirty) days from date of issue thereof. All such quotations shall remain subject to Waco Modular having sufficient labour, Hire Goods and transport available in order that Waco Modular may commence the Works referred to therein within a period of 3 (three) months from the date of receipt by it of the Customer’s written order for the performance of the Works and the hire of the Hired Goods detailed therein.
- 4.4. The Customer shall be required to submit a written order for the performance of the Works and the hire of the Hired Goods detailed in a quotation, which written order shall include a signed copy of the Schedule comprising the relevant Quotation.
- 4.5. Upon receipt of the Customer’s written order referred to in 4.4 above, Waco Modular shall notify the Customer in writing of the date upon which it estimates that it shall commence with the performance of the Works. No Hired Goods or services will be supplied without an official written order for the performance of the Works and the hire of the Hired Goods detailed within.

5. COMMENCEMENT AND DURATION

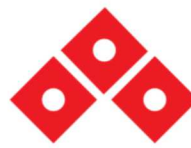
- 5.1. The period for which Hired Goods shall be hired by the Customer shall commence on the Date of Practical Completion of the Works in relation to such Hired Goods and shall continue for the Minimum Hire Period thereafter, where after either Party shall be entitled to give to the other Party not less than 2 (two) calendar months’ written notice of termination of the hire of such Hired Goods. It is expressly agreed that neither the Customer nor any person on its behalf will, at any stage during the Hire Period or thereafter, acquire ownership of the Hired Goods and after termination of the Contract of Erection and Hire in question, will not retain possession, use or enjoyment of such Hired Goods, in pursuance of the provisions hereof. Ownership of all Hired Goods shall at all times continue to vest in Waco Modular.

6. HIRE CONSIDERATION AND PAYMENTS

- 6.1. The monthly rental payable by the Customer to Waco Modular for the hire of the Hired Goods during the Hire Period shall be the amount of the Hire Consideration applicable to such Hired Goods, together with Value Added Tax thereon calculated at the prevailing rate, which amounts shall be payable monthly in advance, without deduction or set off, on the first date of each calendar month falling within the Hire Period, provided that the Hire Consideration in respect of the first month or part thereof shall become due and payable by the Customer on the Date of Practical Completion, regard being had to the provisions of 6.2, 6.5 and 6.6.
- 6.2. Should the Date of Practical Completion fall on a date not being the first date of a calendar month, then the Customer shall only be liable, in respect of the portion of the month during which the Date of Practical Completion shall occur, for payment of a pro rata share of the applicable monthly Hire Consideration.
- 6.3. All payments to be made in terms of a Contract of Erection and Hire by the Customer to Waco Modular shall be made free of bank exchange directly into the bank account of Waco Modular specified by Waco Modular in writing from time to time.
- 6.4. Waco Modular shall have the right:
 - 6.4.1. at any time, whether before or after the Date of Practical Completion, to claim from the Customer the deposits of money, as set out in the Schedule, as a guarantee for the due compliance by the Customer of all the terms and conditions of the Contract of Erection and Hire to which it relates, and in the event of Waco Modular so exercising its right, the deposits shall be retained until the expiration or earlier termination of such Contract of Erection and Hire, whereupon Waco Modular shall be entitled to deduct therefrom any amounts owing by the Customer to Waco Modular, arising from any cause whatsoever, and the balance of such deposits, if any, shall then be refunded to the Customer; alternatively
 - 6.4.2. to claim from the Customer an irrevocable bank guarantee in favour of Waco Modular for the amount of money set out in the Schedule. Such guarantee shall be in the form reasonably acceptable to Waco Modular and shall be subject to the same conditions and utilised for the same purpose as the deposits referred to in 6.4.1

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



- 6.5. The amount of the monthly Hire Consideration shall escalate annually at the rate of escalation set out in the Schedule, calculated and compounded annually in arrears.
- 6.6. Notwithstanding the termination of a Contract of Erection and Hire pursuant to the provisions of 5 or otherwise, the Customer shall be required to continue making payment of the Hire Consideration in respect thereof to Waco Modular until such time as such Hired Goods shall have been returned to Waco Modular.

7. INTEREST AND COSTS

- 7.1. Without prejudice to any of Waco Modular’ rights in terms of the Contract of Erection and Hire, any amount due by the Customer to Waco Modular which is not paid to Waco Modular on the due date thereof shall bear interest at the rate of 2% (two percentage points) above the Prime Rate, calculated from the due date for payment thereof until the actual date of payment thereof, which interest shall be calculated on the daily balance and shall be compounded monthly in arrears.
- 7.2. Waco Modular shall be entitled to take all such steps as it may deem necessary to recover any such outstanding amounts and the Customer shall bear and pay all legal costs arising out of or in connection with any action required to be taken by Waco Modular in respect of such recovery on the attorney-and-client scale, including 10% (ten percent) collection commission, or such rate as may be permitted from time to time.
- 7.3. All payments made by the Customer shall be appropriated firstly towards the payment of legal costs, thereafter towards payment of interest and lastly in reduction of the capital sum due to Waco Modular.

8. PROVISIONS RELATING TO THE PERFORMANCE OF THE WORKS

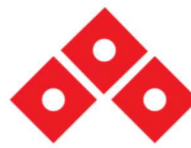
- 8.1. Waco Modular will exercise all reasonable care to ensure that the structure of the Hired Goods is sound and adequate for the purpose required by the Customer and that when constructed they will comply with all applicable statutory regulations. Waco Modular undertakes to remedy at its own expense any defects drawn to its attention in writing which have arisen from faulty workmanship by Waco Modular or the use of defective materials by Waco Modular, it being recorded and agreed that the liability of Waco Modular shall at all times be limited to the repair or replacement of the Hired Goods or in the case of the Works, the re-supply of the services in question.
- 8.2. On completion of the Works, Waco Modular will inspect the structure and will ensure it is in sound condition and complies with the statutory regulations. Waco Modular will then issue a handover certificate.
- 8.3. The Customer shall, both on delivery and regularly thereafter, inspect the Hired Goods for defects. Should the Customer discover any defects, then the Customer shall forthwith:
 - 8.3.1. notify Waco Modular thereof in writing;
 - 8.3.2. take steps to ensure that the Hired Goods do not constitute a danger to any person or property by reason of such defect;
 - 8.3.3. isolate the defective portion from the rest of the Hired Goods. Should the defect be caused by a misuse of the Hired Goods by the Customer or any of its employees or agents, then the cost of remedying the defect shall be for the Customer’s account.

Any additions, alterations, adaptations or variations required to the Hired Goods by the Customer will be carried out by Waco Modular on receipt of written instruction from the Customer and at the Customer’s expense.

- 8.4. Subject to the aforesaid, any defects drawn to the attention of Waco Modular in writing will be remedied by Waco Modular at the Customer’s expense. The Hired Goods shall be deemed to be in good condition unless the Customer gives written notice to the contrary to Waco Modular within a period of 14 (fourteen) days from the date of the handover certificate referred to in 8.2.
- 8.5. Separate quotations will be submitted by Waco Modular for all such work and such quotations will be deemed to be accepted by the Customer unless rejected in writing within 14 (fourteen days) from the date of the quotation. The Customer undertakes not to carry out or cause to permit to be carried out any alterations, adaptations, variations or additions to the Hired Goods or to interfere with the Hired Goods in any way.
- 8.6. Where the Customer enters into a contract with Waco Modular for Waco Modular to erect, move, modify or dismantle the Hired Goods, Waco Modular will perform this work during normal working hours as laid down by the various statutory bodies. Any work carried out outside of these hours will be charged for at overtime rates, these to be subject to negotiation and confirmation in writing.
- 8.7. Where the Customer wishes to utilise Waco Modular’ employees on an ad hoc basis, then such work will be carried out upon receipt of the Customer’s written instruction and will be charged at rates to be agreed upon in writing.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



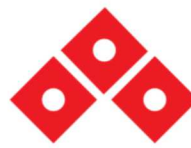
- 8.8. Unless otherwise stated, the Erection Price is based upon the rates of wages and other emoluments and expenses payable by Waco Modular to or in respect of workmen engaged in the performance of the Works applicable and current at the date of the quotation in question. Increases and decreases in Waco Modular’s costs which are consequent upon changes in the said rates or upon any change in or imposition of new government taxes, levies or contributions payable by Waco Modular in respect of employees engaged upon or in connection with the Works shall be a net addition to or deduction from the agreed Erection Price.
- 8.9. If progress on or completion of the Works is delayed for any reason beyond the control of Waco Modular, a fair and reasonable extension of time for executing or completing the Works shall be granted to Waco Modular.
- 8.10. The Customer shall at its cost assume all responsibility for all site conditions above and below the surface of the Premises, including all environmental matters as may be applicable to the site.
- 8.11. The Customer shall at all times ensure that Waco Modular has sufficient access to the site to do all things required to be done in connection with the Works and the Contract of Erection and Hire. The Customer shall provide adequate site facilities and vehicular offloading and adequate secure storage for Waco Modular equipment.

9. PROVISIONS RELATING TO THE HIRE OF HIRED GOODS

- 9.1. The Customer shall keep the Hired Goods insured both against third Party claims and against all risk, loss and damage for the entire Hire Period with a registered insurer for such amount as may be determined by Waco Modular from time to time. The Customer shall further ensure that Waco Modular’ interest is endorsed on the insurance policy and the Customer shall pay all insurance premiums punctually and shall at all times comply with all the conditions of the insurance policy. The Customer shall forthwith on request exhibit and/or deliver to Waco Modular proof of compliance with the obligations undertaken in terms of this clause and in addition exhibit and/or deliver to Waco Modular such insurance policies as may be required to be effected in terms hereof.
- 9.2. The Customer agrees to keep the Hired Goods in good order and condition and at all times allow Waco Modular and/or its agents and/or its servants to inspect the same. The Customer shall not remove the Hired Goods from the Premises nor place any other person in possession of the Hired Goods.
- 9.3. The Customer shall not use the Hired Goods for any other purpose other than that for which they were intended, or which may result in it being damaged and any directions which Waco Modular might give to the effect that the Hired Goods shall not be used for any particular purpose shall be observed by the Customer.
- 9.4. Failing compliance by the Customer with its obligations in 9.2 hereof, Waco Modular shall be entitled to effect any maintenance and/or repair to put the Hired Goods in good order and condition and to recover the reasonable costs thereof from the Customer, without prejudice to Waco Modular’ other rights.
- 9.5. No Alteration of or modification of the Hired Goods of any nature whatsoever shall be made by the Customer.
- 9.6. In the event of the Hired Goods being lost or damaged or should the Customer fail to return the Hired Goods to Waco Modular on termination of the Hire Period for whatever reason, the Customer shall be liable to pay to Waco Modular, Waco Modular’ then current full catalogue price of such lost or damaged Hired Goods as agreed pre-estimated liquidated damages, together with all other loss or damages sustained by Waco Modular of whatsoever nature, including depreciation of and/or the cost of repairs required to be made to the Hired Goods as well as all expenses incurred by Waco Modular in obtaining possession of the Hired Goods.
- 9.7. Any retention imposed by the Customer’s principal shall not be withheld when payment is made, as the Hired Goods do not form part of any permanent structure.
- 9.8. The Customer shall be obliged to make good any damage to the Hired Goods whilst on the Premises unless such damage is caused by the negligence or wilful act or default of Waco Modular or its employees.
- 9.9. Waco Modular shall deliver and collect the Hired Goods at the Premises and delivery at the agreed place of delivery shall constitute good delivery whether or not anyone acknowledges delivery on behalf of the Customer.
- 9.10. On delivery, the Customer shall sign Waco Modular’ 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 Hired Goods listed thereon, in good condition.
- 9.11. The Customer shall in terms of 9.6 be liable for all losses of Hired Goods. Waco Modular’ delivery and return notes will be deemed to be a true and accurate record of the Hired Goods taken to and from the site. In the event however that any lost and charged for Hired Goods are subsequently found in the Customer’s possession, Waco Modular shall be notified in writing and Waco Modular will repurchase the Hired Goods at a reasonable value, taking into account the condition and usefulness of the Hired Goods.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



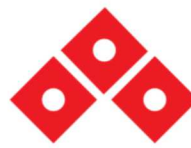
- 9.12. Any advice given by Waco Modular on the use of the Hired Goods (including drawings, design and specifications) shall not confer any right of action on the Customer, unless the advice is given negligently and is in writing and signed by the registered professional engineer.
- 9.13. Notwithstanding the passing of risk in the Hired Goods, ownership in and to the Hired Goods shall at all times continue to vest in Waco Modular.
- 9.14. Should any deliveries be delayed, hindered or interfered with by any deliveries shall be extended until the lapse of a reasonable period after the cessation of the said circumstances, and Waco Modular shall not be liable for any claim, loss or damage caused by such delay.
- 9.15. The Customer shall not without the written consent of Waco Modular first having been obtained do or omit to do anything which renders the Hired Goods liable to attachment, encumbrance, hypothec or any lien. The Customer shall forthwith upon the signature of the Contract of Erection and Hire notify Waco Modular of the name any addresses of any landlord of the Premises and advise the landlord in writing of the ownership of the Hired Goods by Waco Modular.
- 9.16. The risk in the Hired Goods shall pass to the Customer upon delivery, who shall bear every risk of loss, damage or destruction to the Hired Goods of whatsoever kind and howsoever caused until such time as the Customer has placed Waco Modular in possession of the Hired Goods upon termination of the Contract of Erection and Hire.
- 9.17. Waco Modular shall not be responsible at any time for any loss or damage of whatsoever nature whether general or special and no matter how caused, in any way arising or flowing from or connected with or related to any defect in the Hired Goods or to the inability of the Customer to make use of the Hired Goods, whether such inability is complete or partial.
- 9.18. The Hired Goods shall at all times remain the property of Waco Modular and the Customer undertakes that it will protect and defend at its own cost and expense, the title of Waco Modular, from and against all claims, liens and legal processes of creditors of the Customer and shall keep the Hired Goods free and clear from all such claims, liens and processes. The Hired Goods shall, despite the manner of its attachment to any building or land at any time, not accede to such building or land. Upon the termination of this contact, whether by effluxion of time or otherwise, the Hired Goods shall be returned unencumbered by the Customer at its sole expense to Waco Modular.

10. DISPUTE RESOLUTION

- 10.1. In the event of any dispute of whatever nature including, but not limited to the interpretation of, the carrying into effect of, either Party's rights and obligations arising from, rectification or purported rectification of or the termination or purported termination of this Contract of Erection and Hire including a dispute relating to the jurisdiction of the arbitrator or any other dispute ordinarily adjudicated upon in a court of law, the dispute shall be submitted to and decided upon by arbitration.
- 10.2. The arbitration shall be held:
 - 10.2.1. With the Parties and/or their legal representatives present thereat; and
 - 10.2.2. In Johannesburg at such venue as will be nominated by Waco Modular.
- 10.3. It is the intention of the Parties that the arbitration shall, where possible, be held and concluded within 21 (twenty-one) working days after it has been demanded. The parties shall use their best endeavours to procure the expeditious completion of the arbitration within that time period and if so required, agree to conduct a hearing viva voce or by video conference and/or over a weekend or after hours. All time periods will be truncated, and all rules purposively interpreted to give effect to this time period.
- 10.4. The arbitration shall be conducted before a single arbitrator to be appointed by way of Waco Modular selecting five advocates from the listed advocates reflected in Annexure A hereto and advising them of a request for arbitration. The first to provide a positive response will then be appointed.
- 10.5. Should such five selected advocates be unwilling or unable to conduct the arbitration within the 21 day period (and in addition be prepared to make his/her award within 3 working days after the conclusion of the hearing) and/or be unable to respond to a request for arbitration within 1 working day, another five advocates will be selected on the same basis but without substitution and thereafter a response will be awaited from all ten, again with the first positive respondent to be the arbitrator.
- 10.6. Failing a positive response within a another working day, the parties will appoint an arbitrator by agreement and failing that, the Chairperson of the Johannesburg Bar Council, or its successor in title, will be requested to appoint a junior advocate with at least 10 years' commercial experience (as determined in the sole discretion of the Chairperson).
- 10.7. The arbitration shall be subject to the arbitration legislation in force in the Republic of South Africa, from time to time. The parties shall respectively prepare statements of case (within 6 days of requesting arbitration) and defence (within 6 days thereafter) to be submitted together with all the documents such Party intends utilising at the hearing. Failure to submit a statement of defence timeously will entitle the Waco Modular to set the matter down for an unopposed hearing.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



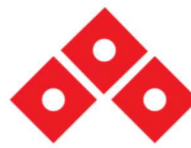
- 10.8. The applicable procedural rules will be the Rules of the High Court of South Africa as adapted (inclusive of truncated time periods) to suit the circumstances and/or as ordered by the arbitrator who may determine interlocutory matters in his/her sole and absolute discretion and with reference to written application with or without argument or evidence and on two days' notice to the other Party.
- 10.9. The Parties shall keep the evidence in the arbitration proceedings and any order made by the arbitrator confidential unless it is needed to enforce any Party's rights in a court of law.
- 10.10. The arbitrator shall have full and unfettered discretion with regards to the proceedings, save that he/she shall be obliged to give his/her award in writing, fully supported by reasons. His/her award shall not be subject to appeal by either Party and may be made an order of court at the instance of any Party. Any cost order awarded by the arbitrator shall be on a scale as between attorney and client. In this regard, it is specifically recorded by the Parties that, given the Parties' intention of an expedited resolution of any dispute, a Party seeking that any award by an arbitrator be made an order of court may seek an appropriate order as to costs, in the event that the other Party seeks to oppose such application. In addition, and despite any pending application to the High Court for review, or opposition to the application to make the award an order of court, or any other pending relief:
 - 10.10.1. Pending arbitration proceedings (if any) shall be continued and shall only be suspended if so ordered by the High Court;
 - 10.10.2. In so far as a final award constitutes a money judgement, the unsuccessful Party shall immediately make payment in terms thereof, provided that the other Party provides security if requested to do so in writing by the counter Party;
 - 10.10.3. Any other award, including an order for restitution of possession of moveable items, shall immediately be given effect to by the unsuccessful Party against the provision of security; and
 - 10.10.4. Such security may be determined by the arbitrator in a summary and on an interlocutory basis with the security to be released once any pending proceedings are finalised or abandoned. A failure to comply with any time periods required by the Rules of Court shall be deemed to be an abandonment without the other Party having to take steps to compel performance or compliance as the case may be.
- 10.11. The arbitrator shall have the power to grant default judgment if either Party fails to make submissions on the due date and/or fails to appear at the arbitration or fails to pay its contribution towards the costs of the arbitration on due date. In the event of such default judgment being granted, the Party in whose favour such award has been granted may seek that such award be made an order of court without any further notice to the other Party.
- 10.12. The Parties agree that the written demand by either Party that the dispute or difference be submitted to arbitration, shall be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act No. 68 of 1969.
- 10.13. Notwithstanding anything to the contrary contained in this clause, Waco Modular shall have the sole discretion and right to elect to institute proceedings against the Customer and any surety, in respect of any claim, including but not limited to a claim sounding solely in money, whether by motion or action proceedings against the customer out of any Court of competent jurisdiction and for the purposes of this clause.
- 10.14. This clause shall not preclude a Party from obtaining relief by way of motion proceedings on an urgent basis, or from instituting any interdictory or any similar proceedings in any court of competent jurisdiction, pending the decision of the arbitrator. In addition, Waco Modular shall have the right to approach the High Court (rather than arbitration) in the ordinary course and in order to utilise the provisions of Rules 6 and 8 dealing respectively with applications and provisional sentence. In the event that any such proceedings should result in a referral to evidence or trial, then the parties agree, subject to the discretion of the High Court to order otherwise, that such further hearings will be ordered to be heard in terms of the arbitration provisions herein.
- 10.15. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect despite the termination or invalidity for any reason of this Agreement.

11. GENERAL PROVISIONS

- 11.1. The Customer shall provide all facilities required by the Regulations of the Occupational Health and Safety Act 1993, as amended, for its own and 'Waco Modular' employees without charge to Waco Modular.
- 11.2. The Customer shall comply with and use its best endeavours to cause its employees and other sub-contractors and their employees to comply with all statutory regulations applicable. The Customer indemnifies and holds Waco Modular harmless against all claims and proceedings and costs and expenses in connection therewith in respect of any injury of death of any person or damage to any property or any loss or damage caused by or arising out of the use or misuse of the Hired Goods by any person other than Waco Modular or its employees.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer

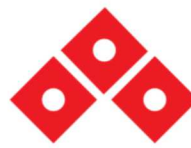


WACO
MODULAR

- 11.3. All permits required to carry out the Works will be supplied timeously by the Customer free of charge and Waco Modular will not be held responsible for any delays caused through no fault of Waco Modular with particular reference to the issuing of work permits. Waco Modular reserves the right to claim for time spent awaiting permits at the appropriate rates.
- 11.4. Any rights which the Customer and/or any third party may have over temporary buildings, plant, tools, Hired Goods, goods and materials on the site shall not extend to any of the items provided by Waco Modular in connection with the works, which remain the property of Waco Modular at all times. The customer shall assist Waco Modular to regain possession of Waco Modular' property.
- 11.5. Under no circumstances whatsoever shall Waco Modular at any time be liable for any damages or loss or for any claims for consequential loss or damage which may be sustained by the customer or for any claims made by any other persons whatsoever, in connection with the Contract of Erection and Hire and/or the use of the Hired Goods, and the Customer hereby further indemnifies Waco Modular against all such claims. It is specifically recorded and agreed that Waco Modular shall not under any circumstances whatsoever be liable for any damage to any property of the customer or its successor in title.
- 11.6. The customer agrees that Waco Modular may cede or transfer its rights under the Contract of Erection and Hire and its ownership in the Hired Goods and insofar as may be necessary, agrees that it shall upon such cession or transfer hold the Hired Goods on the basis that ownership therein has passed to the cessionary or transferee subject otherwise to the terms of this contract of Erection and Hire, and to the extent to which this clause may be construed as a stipulatio alteri in favour of such cessionary or transferee, the customer agrees that the acceptance of cession of this Contract of Erection of Hire by the cessionary or transferee shall constitute an acceptance by the cessionary or transferee of the benefits arising out of this clause. Waco Modular may in its sole and absolute discretion subcontract all or part of its obligation in terms of the Contract of Erection and Hire.
- 11.7. The customer consents in terms of Section 45(1) of the Magistrates Court Act No. 32 of 1944 as amended in respect of any proceeding which may be instituted against it by Waco Modular arising out of or in connection with this contract, to the jurisdiction of any Magistrate's Court which at the time of such proceedings has jurisdiction over it in terms of Section 28(1) of the said Magistrate's Court Act.
- 11.8. The customer hereby appoints in its address in the Customer Details Annex as its domicilium citandi et executandi for all purposes incidental to or arising out of the Contract of Erection and Hire.
- 11.9. All specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures furnished by Waco Modular, and representations in regard thereto, are approximate and are furnished for information purposes only, and unless specifically guaranteed by Waco Modular in writing shall not form part of the Contract of Erection and Hire nor bind Waco Modular in any way whatsoever.
- 11.10. Should the customer default in the punctual payment on due date of any amount payable in the respect of the Hired Goods or default in the punctual observance or performance of any of its other obligations or undertakings hereunder or commit an act of insolvency as defined in the Insolvency Act, then Waco Modular shall have the right and without notice to immediately cancel the Contract of Erection and Hire in respect of the hire of the Hired Goods and to demand that the Customer forthwith return, at its own expense, and Hired Goods already delivered to the customer, failing which Waco Modular shall have the right to take whatever action it deems necessary to enforce its rights in terms hereof. The foregoing rights of Waco Modular shall be without prejudice to and in addition to, or an alternative to, any other rights or claims of Waco Modular in law.
- 11.11. Where the Hired Goods are collected by Waco Modular or are returned by the Customer and the Customer fails to provide for the checking with Waco Modular of the Hired Goods then the returns note subsequently issued by Waco Modular to the Customer setting out the Hired Goods received by Waco Modular us shall be final and conclusive as to the Hired Goods so received by Waco Modular.
- 11.12. A certificate under the hand of any director, any manager or secretary of Waco Modular, whose position or designation shall not be necessary to prove, stating that any particular sum or sums is/are due and payable by the Customer to Waco Modular in terms of this Contract of Erection and Hire or stating the amount of any costs, charges or expenses taken into account in determining the amount of any claim in favour of Waco Modular against the Customer in terms of the Contract of Erection and Hire shall be admissible in any Court of Law and prima facie proof of the contents thereof and shall constitute a liquid document for purposes of summary judgment or provisional sentence.
- 11.13. No relaxation or indulgence granted by Waco Modular to the Customer shall be deemed to be a waiver of any of Waco Modular' rights in terms of the Contract of Erection and Hire nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of the Contract of Erection and Hire.
- 11.14. It is expressly agreed that neither the Customer nor any person on its behalf will, at any stage during the subsistence of the Contract of Erection and Hire or thereafter, acquire ownership of the Hired Goods and after termination of the Contract of Erection and Hire, will not retain possession, use or enjoyment of the Hired Goods, in pursuance of the provision hereof

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



WACO
MODULAR

- 11.15. The Customer hereby acknowledges that Waco Modular has not given to the Customer any warranties or guarantees of any kind whatsoever, whether express or implied, nor has it made any representations, whether as to the quality, state, condition, or fitness for any purpose of the Hired Goods or any part thereof or as to any other matter or thing whatsoever. The Customer further acknowledges that no agent, servant, representative, director, or other person who may act for Waco Modular has the authority to make any verbal representation, statement, warranty or guarantee which has any binding effect on Waco Modular.
- 11.16. The Contract of Erection and Hire sets out and constitutes the entire agreement between the Customer and Waco Modular as to the subject matter thereof and the Customer acknowledges that there are no collateral oral agreements or conditions in any way varying The Contract of Erection and Hire. It is further agreed that no agreement in any way varying the Contract of Erection and Hire, and no consensual cancellation thereof shall be of any force or effect unless contained in writing and signed by the Parties. The Parties further confirm that the Contract of Erection and Hire correctly reflects the nature of the agreement between them, and the intention of the Parties.
- 11.17. The Contract of Erection and Hire is personal to the Customer and its rights or obligation herein may not be ceded, transferred, assigned or delegated without prior written consent of Waco Modular having been obtained thereto.

12. PROTECTION OF PERSONAL INFORMATION: CONSENT & DECLARATION

This clause should be read in conjunction with our Privacy Statement which can be accessed through this link <https://www.wacoafrica.co.za/POPINotification.pdf>

- 12.1. You consent to:
 - 12.1.1. the collection, processing and use of your personal information for the purpose of our administrative obligations in terms of any agreement you have with us; processing orders and/or applications submitted by you and for related legal and operational reasons;
 - 12.1.2. the sharing of your personal information with our other entities, employees, agents, subcontractors and affiliates on condition they will keep such information private and confidential;
 - 12.1.3. the retention of such information in terms of applicable legislation.
 - 12.1.4. You warrant the accuracy and completeness of all personal information supplied to us by you and undertake to immediately advise us of any changes to such information.
- 12.2. Waco Modular will only collect personal information of the Customer consistent with the purpose for which it is required.
- 12.3. The nature of the personal information which will be collected relates to contact details (such as name, address, telephone number and e-mail address), company registration details, financial details and VAT registration numbers and the like.
- 12.4. In providing the personal information to Waco Modular, the Customer acknowledges that the information has been collected directly from it and that it has consented to its processing by Waco Modular. Where the Customer is providing another person’s personal information to Waco Modular, the Customer acknowledges and warrants that it has obtained such person’s consent to the processing of their personal information for the purposes of Waco Modular providing the relevant services as set out in the agreement.
- 12.5. Provision of personal information to Waco Modular is voluntary, however, in the event that the requested information is not provided, Waco Modular may be precluded from providing the services.
- 12.6. The personal information shall only be used for the purpose for which it was collected, unless the Customer has agreed to an alternative purpose in writing or as allowed by any applicable law. Waco Modular will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed. Waco Modular will take such steps as may be required to ensure that it complies with any law in respect of transfer, storage, security, use and disposal of the personal information.
- 12.7. The Customer may contact Waco Modular at any time to review, update or correct personal information stored by Waco Modular in terms of this clause.

Doc. Reference No.	Approved Revision	Revision Date
FCAA002	04	15/12/2021

INITIALS	
Waco	Customer



WACO
MODULAR

13. SURETYSHIP

13.1. The signatories to this Contract of Erection and Hire, by their signatures thereto, hereby bind themselves jointly and severally, the one paying the other to be absolved, in favour of the Supplier as sureties for and co-principal debtors in solidum with the Customer, for the due and punctual payment by the Customer of all amounts payable by the Customer to the Supplier in terms of this Contract of Sale and for the due performance by the Customer of all of the Customer’s obligations to the Supplier in terms of this Contract of Sale.

13.2. The suretyship in terms of 13.1 shall remain of full force and effect notwithstanding:

- 13.2.1. any amendment/s to this Contract of Erection and Hire and/or any other contract for the time being subsisting between the parties;**
- 13.2.2. any indulgence, concession, leniency or extension of time which may be shown or given by the Supplier to the Customer.**
- 13.2.3. signatories to this Contract of Erection and Hire hereby renounce the benefits of the legal exceptions “non causa debiti”, “errore calculi”, “excussio”, “division”, “de duobus vel pluribus reis debendi”, “no value received” and “revision of accounts”, with the meaning and effect of all of which they declare themselves to be fully acquainted.**

THE APPLICANT AND THE SIGNATORIES HERETO HEREBY:

1. Acknowledge that they have read and understood the contents of the Standard Conditions of Hire and Erection attached hereto and initialled by us.
2. Agree to be bound by the terms set out in the Standard Conditions of Hire and Erection attached hereto and initialled by us.
3. Acknowledge that they are aware that a Suretyship is incorporated in the Standard Conditions of Hire and Erection attached hereto and initialled by us.

CONFIRMATION BY APPLICANT

Name and Surname			
Company Name			
Designation			
Date		Place	
Signature (who warrants that he / she is duly authorised)			

Witness Name and Surname	
Witness signature	

CONFIRMATION BY WACO MODULAR

Name and Surname	
Signature	



LIST OF ARBITRATORS

Annexure "A"

	NAME	E-MAIL	CELL/TEL
1	Adv Brahm du Plessis SC	brahm@global.co.za	011 291 8600 / 083 377 2961
2	Adv Bruce Leech S.C	bruceleech@telkomsa.net	011 290 4000
3	Adv Piet Louw S.C	pflouw@thulamelachambers.co.za secretary: gjkotze@thulamelachambers.co.za	011 217 5000 / 083 303 3934
4	Adv Paul McNally S.C	mcnally@law.co.za secretary: hhurter@law.co.za	011 290 4000 / 082 490 4123
5	Adv Terry Motau S.C.	tmotau@counsel.co.za	082 337 0144 / 011 263 9000
6	Adv Sias Reynecke S.C	reyneke@duma.nokwe.co.za	083 653 2281
7	Adv Tshepo Sibeko S.C	sibeko@law.co.za	011 223 8000 / 083 300 3014
8	Adv. Nazeer Cassim S.C	ncassim@law.co.za	011 535 1800 / 083 308 3094
9	Adv Kennedy Tsatsawane	ken@law.co.za	083-326-2711
10	Adv Johan Wasserman S.C	jgwasserman@mweb.co.za	083-600-0219
11	Adv. Paul Belger	pwbelger@law.co.za	011 263 8900 / 082 880 2423
12	Adv. Schalk Aucamp	s.aucamp@law.co.za	011 324 0500 /083 327 2523
13	Adv Terri- Lee Dix (Ms)	dix@law.co.za	011 290 4000 / 083 457 5480
14	Adv. Rosalind Stevenson (Ms)	ros@counsel.co.za	011 290 4000 / 083 563 9042
15	Adv. Greg Fourie S.C	fourie@law.co.za	011 263 8900 / 082 334 0281
16	Adv. Ian Green S.C	green@group621.co.za	011 263 9000 / 083 462 2536
17	Adrian Williamson	adrianw@law.co.za;	011 722 9000 / 082 452 2472
18	Adv. Caroline Dreyer (Ms)	caroline.dreyer@rivoniaadvocates.co.za	010 020 6100
19	Adv. Trish Terner (Ms)	trisht@counsel.co.za	083 440 9000 / 011 895 9000
20	Adv. Anthea Platt S.C (Ms)	aplatt@law.co.za	011 223 8000 / 082 579 7034
21	Adv. Nasrine Rajab - Budlender (Ms)	nrajab@law.co.za	011 676 2660 / 083 777 1504
22	Adv. Pule Seleka S.C	selekapg@duma.nokwe.co.za	011 282 3700 / 083 977 1606
23	Adv. Hamilton Maenetje S.C.	maenetje@duma.nokwe.co.za	011 282 3700 / 083 459 6358
24	Adv. Paola Cirone (Ms)	paola@cirone.co.za	011 290 4000 / 082 375 0958
25	Adv. Barry Gilbert	bmgilbert@law.co.za	011 263 9000 / 083 853 3082
26	Adv. Mias Mostert	Miasmostert@law.co.za	011 535 1800 / 082 499 7048
27	Adv. Tebogo Hutamo	hutamo@webmail.co.za	011 282 23700 / 083 558 0823
28	Adv. Yakoob Alli	alli@counsel.co.za	011 290 4000 / 082 560 0499
29	Adv. Anban Govender	anbang@law.co.za	011 290 4000 / 072 647 5920
30	Adv. Buhle Lekokotla	lekokotla@law.co.za	084 374 7847 / 011 676 2667
31	Adv. Lauryn Grobler (Ms)	groblerl@law.co.za	082 325 5193 / 011 291 8600
32	Adv. Don Mahon	mahon@law.co.za	083 257 7428 / 011 535 0800
33	Adv. Bradley Marais	bradleymarais@law.co.za	079 491 5699 / 011 291 8609
34	Adv. Wian Carstens	wiancarstens@hotmail.com	072 347 9679 / 011 895 9000
35	Adv. Melissa Scheepers (Ms)	scheepers@group621.co.za	082 788 0729 / 011 263 9000
36	Adv. Bongki Lukhele (Ms)	lukhele@loftusadv.co.za	079 078 7898 / 012 023 0821
37	Adv. Nnene Rakgetsi (Ms)	nnene@lawcircle.co.za	081 076 3165 / 0124244019
38	Adv. Mandy Joubert (Ms)	adv.joubert@gmail.com	0124244333 / 0825725916
39	Adv. Chiara Lois (Ms)	Lois@thulamelachambers.co.za	084 847 7750 / 011 217 5000