



## 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
FCAA001	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?			• Yes      • 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			
Full Name			
ID No		Cell No	
Residential Address			

SECTION 3 - TRADE REFERENCES

Name of Supplier		Tel No		Credit Limit	
Name of Supplier		Tel No		Credit Limit	
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)			



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**WACO MODULAR STANDARD CONDITIONS OF SALE**

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

**GENERAL TERMS OF CONTRACT OF SALE (INCLUDING, WHERE APPLICABLE, INSTALLATION), INCORPORATION OF SURETYSHIP**

1. The following expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meaning namely;
  - 1.1. "the Contract of Sale"- a contract of sale concluded between the Parties, comprising of these General Terms of Sale and any relevant Schedule applicable to the Goods in question;
  - 1.2. "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;
  - 1.3. "the/these General Terms of Sale"- means these the general terms and conditions contained in this document;
  - 1.4. "the Goods"- means the goods sold by the Supplier to the Customer as described in the relevant Schedule;
  - 1.5. "Parties"- collectively, the Supplier and the Customer, and "Party" shall mean either of them as the context requires;
  - 1.6. "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;
  - 1.7. "the Schedule"- the schedule/s attached and to be attached from time to time to these General Term of Sale and forming the Contract of Sale, each Schedule of which shall set out details of the Goods, the price of the Goods, the Works (if applicable), the Customer's domicilium and any information relevant to the Contract of Sale;
  - 1.8. "the Supplier"- means Waco Modular (a division of Waco Africa (Pty) Ltd), (Registration Number: 2012/000665/07);
  - 1.9. "the Works"- means the erection/installation by the Supplier of the Goods (if applicable).
2. Placement of any order by the Customer shall be in accordance with the Supplier's sale quotation. Notwithstanding any other conflicting terms contained in the Customer's order, the acceptance by the Customer of the Supplier's sale quotation and the furnishing by the Customer of its order for the Goods shall bind the Customer to these General Terms of Sale.
3. Quotations and prices exclude Value added Tax ("VAT") VAT will be charged and be payable at the current rates, unless the Customer provides written proof of its exemption from the payment of VAT.
4. Quotations are valid for 30 days from date of quotation. No Goods will be supplied without an official written order. The Goods shall be supplied to the Customer subject to their availability.
5. The price for the Goods shall be payable without deduction or set off against delivery or on or before the date reflected in the sales quotation. Should any amount payable by the Customer to the Supplier, whether in terms hereof or otherwise, not be paid on due date;
  - 5.1. all amounts payable by the Customer to the Supplier, whether in terms hereof or otherwise, shall immediately become due and payable;
  - 5.2. all amounts overdue 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;
  - 5.3. the Supplier shall be entitled to suspend performance of any of its obligations pending payment of such amounts and interests;
  - 5.4. the Supplier shall have the remedies set out in 24 hereunder
6. The Supplier shall be entitled to appropriate any payments received from or on behalf of the Customer to any indebtedness of the Customer to the Supplier and whether in terms of the Contract of Sale or from whatsoever cause arising.
7. The prices quoted are those ruling at the date of quotation and the Supplier reserves the right to revise such quotations at any time after the expiry of 30 (thirty) days and may be withdrawn by the Supplier at any time and for any reason whatsoever prior to written acceptance by the Customer. In the event of there being any increase in the costs of the manufacture of the Goods to the Supplier by reason of any increase in wages, or prices charged to the Supplier by its suppliers or otherwise, between the date of the quotation and the date of delivery, such increase shall be payable by the Customer.
8. Ownership of the Goods shall not pass to the Customer until the price payable by the Customer in respect thereof has been paid in full.
9. The risk in the Goods shall pass to the Customer upon delivery of the Goods to the Customer.
10. Unless the Supplier and the Customer agree otherwise in writing, the Customer shall take delivery of the Goods at the Supplier's premises at the Customer's expense
11. If the Supplier and the Customer agree in writing that the Goods are to be delivered at a place other than the Supplier's premises:
  - 11.1. the Customer shall pay the transport charges;
  - 11.2. the Customer shall be responsible for receiving and unloading the Goods and checking it in the presence of the Supplier's representative. In the event of any shortages or damage, the delivery note must be endorsed accordingly. In addition, separate written notification must be given to the Supplier within 3(three) days of delivery. In the event that the foregoing is not complied with, the Customer shall have acknowledged that it has received all of the Goods in good order and condition;

Doc. Reference No.	Approved Revision	Revision Date
FCAA001	04	15/12/2021

INITIALS	
Waco	Customer



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- 11.3. if the Customer is not present at the agreed place of delivery, delivery may nonetheless be affected by offloading the Goods at such place and the above provisions regarding the separate written notification of shortages or damage, and recognition of claims, shall apply.
- 12. If the Goods are to be railed or transported by an independent carrier, the railways or the carrier, as the case may be, shall be the Customer's agent and delivery to the railways or the carrier shall constitute delivery to the Customer.
- 13. The Supplier shall be entitled to deliver the Goods in more than one consignment.
- 14. If the Supplier does not deliver the Goods on the date agreed upon in writing or within 30 (thirty) days from the date of receipt of notice calling upon it to deliver, the Customer shall be entitled to cancel the Contract of Sale and to reclaim any amounts paid in respect of such Goods but shall not have any other claims of any nature whatsoever against the Supplier. Notwithstanding the foregoing, should any deliveries be delayed, hindered, prevented or interfered with by any circumstance whatsoever outside the Supplier's control, the time or times for such deliveries shall be extended until the lapse of a reasonable period after the cessation of the said circumstance and the Supplier shall not be liable for any claims, loss or damage caused by such delay.
- 15. The Supplier warrants and represents that the Goods are:
  - 15.1. free of defects; and
  - 15.2. suitable for the purpose of which they are normally used.
- 16. In the absence of a written agreement to the contrary, including an express negation of this clause, the Supplier does not warrant or represent:
  - 16.1. the suitability of the Goods for any special purpose for which the Customer may require it; or
  - 16.2. the accuracy, correctness, feasibility, safety and/or practicability of any advice, information, drawings, designs price lists, dimensions, delivery dates,
  - 16.3. performance figures or specifications as to its characteristics and capabilities, such latter information being intended to be approximate only and are
  - 16.4. furnished for information purposes only and shall not bind the Supplier in any way whatsoever.
- 17. It is recorded and agreed that no warranties, representations or guarantees other than those recorded herein have been given or made in connection with the sale of the Goods.
- 18. In the event of a breach of the warranties set out in 15 or, if applicable, any warranty which may have been given in terms of 16, the Supplier shall, at its election:
  - 18.1. repair or replace the Goods in question; or
  - 18.2. refund a proportionate share of the price relating to the defective or unsuitable portion of the Goods against the return of such Goods, provided that written notice specifying the defects or unsuitability is given to it within 3 (three) days of delivery of the Goods;
- 19. Notwithstanding anything to the contrary herein contained, neither the Supplier nor any of its employees or agents shall be liable for any loss or damage suffered by the Customer or its successor in title arising from any cause whatsoever in connection with the sale of the Goods or the use thereof, whether such loss or damage results from a breach of contract, negligence or any other cause.
- 20. If at any time a Customer becomes aware of any defect in the Goods that could give rise to a claim against the Supplier by a third party, the Customer shall forthwith notify the Supplier in writing of the defect, take immediate steps to mitigate the risk of such claim and seek written confirmation from the Supplier whether it may take steps to remedy the defect.
- 21. Under no circumstances whatsoever shall the Supplier at any time be liable for any claims for consequential loss or damage which may be sustained by the Customer or for any claims made by any other person whatsoever in connection with the Contract of Sale and/or the Goods and the Customer hereby indemnifies the Supplier against all such claims.
- 22. The Customer shall not be entitled to cede or assign its rights or obligations in terms of the Contract of Sale without the written consent of the Supplier first having been obtained. The Customer agrees that the Supplier may cede or transfer its rights in terms of the Contract of Sale and its ownership of the Goods and in so far as consent may be necessary, the Customer agrees upon such cession or transfer to hold the Goods on the basis that the ownership therein has passed to the cessionary or transferee subject otherwise to the terms of the Contract of Sale and to the extent to which this clause may be construed as a stipulation alteri in favour of such cession of the Contract of Sale by the cessionary or transferee shall constitute an acceptance by the cessionary or the transferee of the benefits arising out of the Contract of Sale.
- 23. Whilst the Customer is indebted to the Supplier in respect of the price of the Goods:
  - 23.1. the Customer agrees to keep the Goods in good order and at all times to allow the Supplier and/or its agents and/or its servants to inspect the same;
  - 23.2. the Customer shall at its own expense keep the Goods properly insured for their full value against loss or damage through fire, accident, theft and other risks;
  - 23.3. no alteration of or modification to the Goods may be made by the Customer;
  - 23.4. the Customer shall keep the Goods at the place of delivery and shall not move the Goods to any other destination without the prior written consent of the Supplier first having been obtained;
  - 23.5. the Customer shall not part with possession of the Goods or any part thereof or otherwise deal therewith save as contemplated in these Conditions of Sale.

Doc. Reference No.	Approved Revision	Revision Date
FCAA001	04	15/12/2021

INITIALS	
Waco	Customer



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24. Should the Customer default in the punctual payment on due date of the price payable in respect of any Goods or default in the punctual observance or performance of any of its other obligations or undertakings hereunder, then the Supplier shall have the right and without notice to immediately cancel the Contact Sale in respect of the sale of the Goods and to demand that the Customer forthwith returns, at its own expense, any Goods already delivered to the Customer and not fully paid for, to the Supplier, and should the Customer fail to do so then the Supplier will have the right to apply to any competent court for an order for the return of such Goods. Any such action taken by the Supplier shall be without prejudice to the Supplier's rights to recover any loss or damaged sustained by the Supplier, whether in respect of damage and/or depreciation and/or repairs required to be made to the Goods so recovered or otherwise. Alternatively the Supplier shall be entitled to institute proceedings for payment of the amount due and/or for specific performance.
25. In the case of the termination or cancellation of the Contract of Sale, whether at the instance of the Customer or the Supplier or both of them, the Customer shall not be entitled to any allowance, credit, return or set-off of any payments or deposits previously made which shall be retained by the Supplier pending finalisation of any claim which the Supplier may have against the Customer and without prejudice to the rights of the Supplier to recover any damages suffered by it.
26. The Customer consents in terms of Section 45(1) of the Magistrate's Court Act No23 of 1944 as amended in respect of any proceedings which may be instituted against it by the Supplier arising out of or in connection with the Contract of Sale, 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.
27. The Customer hereby appoints its address specified in the relevant Schedule as its domicilium citandi et executandi for all purposes incidental to or arising out of the Contract of Sale.
28. A certificate under the hand of any director, any manager or secretary of the Supplier, 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 the Supplier in terms of the Contract of Sale or stating the amount of any costs, charges or expenses taken into account in determining the amount of any claim in favour of the Supplier against the Customer in terms of the Contract of Sale, shall be admissible in any court of law as prima facie proof of the contents thereof and shall constitute a liquid document for the purposes of summary judgment or provisional sentence.
29. No relaxation or indulgence granted by the Supplier to the Customer shall be deemed to be a waiver of any of the Supplier's right in terms hereof nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of the Contract of Sale. The Contract of Sale constitutes the entire contract between the Parties. No agreement at variance with these General Terms of Sale shall be of any force or effect unless in writing and signed by the Parties hereto.
30. The Supplier 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 the Supplier in respect of such recovery on the attorney-and-client scale, including but not limited to, collection charges of 10% per amount received, tracing and storage fees.
31. Customers may be requested to complete and submit an Application for Credit Facilities / Account Form before commencement of the supply of Goods. The Supplier shall be entitled to check the Customer's credit worthiness before supplying Goods to the Customer and the Customer hereby acknowledges and agrees that the Supplier 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 the Supplier to any registered credit bureau and/or any other suppliers.
32. These General Terms of Sale shall apply to and govern any future agreements of sale of Goods by the Supplier to the Customer.
33. Each sale shall be a separate contact governed by these General Terms of Sale.
34. In the event that the Supplier is to perform the Works, the following provisions shall apply;
  - 34.1. the Customer shall assume all responsibility for all site conditions above and below the surface;
  - 34.2. the Customer shall assume all risk for providing full and proper access to the site at all times necessary to allow the Supplier access without causing the Supplier any delay or additional cost. For the avoidance of doubt, this includes access for cranes, 40 tonne lorries, people and any access necessary for the carrying out of the Works;
  - 34.3. it is assumed for the purposes of the contract price that there shall be adequate access to site for a large rigid or articulated vehicle. If the vehicle has to cross unmade ground, the responsibility for loss and/or delay is that of the Customer;
  - 34.4. the Customer will provide adequate secure storage for the Suppliers equipment along with adequate facilities to ensure that the Supplier can perform the works safely;
  - 34.5. the Customer will be responsible for obtaining all necessary permits and approvals necessary for the performance of the Works and for paying all necessary fees/charges;
  - 34.6. the following are excluded from the contact price unless specifically included in writing in the Contract:-
    - 34.6.1. groundworks, including foundations, paving, landscaping, brickwork;
    - 34.6.2. any work in connection with services (gas, water, electricity, telephone and drainage) to and from the building including connections;
    - 34.6.3. mechanical ventilations;
    - 34.6.4. Fire Fighting and First Aid Equipment;
    - 34.6.5. Fire and security alarm installations;
    - 34.6.6. Telephone and data installations;
    - 34.6.7. Cranage - if carnage is necessary, for whatever reason, the Customer shall be responsible for the actual cost incurred plus handling and administration costs;
    - 34.6.8. the Supplier may subcontract all or part of its obligations under this Contract.

Doc. Reference No.	Approved Revision	Revision Date
FCAA001	04	15/12/2021

INITIALS	
Waco	Customer



35. DISPUTE RESOLUTION

- 35.1. 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 Sale 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.
- 35.2. The arbitration shall be held:
  - 35.2.1. With the Parties and/or their legal representatives present thereat; and
  - 35.2.2. In Johannesburg at such venue as will be nominated by the Supplier.
- 35.3. 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.
- 35.4. The arbitration shall be conducted before a single arbitrator to be appointed by way of the Supplier 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.
- 35.5. 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.
- 35.6. 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).
- 35.7. 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 Supplier to set the matter down for an unopposed hearing.
- 35.8. 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.
- 35.9. 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.
- 35.10. 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:
  - 35.10.1. Pending arbitration proceedings (if any) shall be continued and shall only be suspended if so ordered by the High Court;
  - 35.10.2. 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;
  - 35.10.3. 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
  - 35.10.4. 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.
- 35.11. 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.
- 35.12. 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.
- 35.13. Notwithstanding anything to the contrary contained in this clause, the Supplier 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.

Doc. Reference No.	Approved Revision	Revision Date
FCAA001	04	15/12/2021

INITIALS	
Waco	Customer



- 35.14. 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, the Supplier 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.
- 35.15. 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.

36. VOETSTOOTS

- 36.1. Where the Customer purchases second-hand Goods, Waco Modular sells the Goods to the Customer voetstoorts / "as is", on the understanding (and in so far as the Consumer Protection Act 68 of 2008 ("CPA") is applicable) that both Parties have had an opportunity to inspect and view the Goods in the presence of each and any defects, where present and within the knowledge of Waco Modular, have been brought to the Customer's attention. In so far as the CPA is not applicable to the transaction/parties, then and in such event the second hand goods are sold voetstoorts/'as is' without any warranty, whether express or implied.

37. PROTECTION OF PERSONAL INFORMATION: CONSENT & DECLARATION

- 37.1. 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>
  - 37.1.1. You consent to:
    - 37.1.1.1. 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;
    - 37.1.1.2. 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;
    - 37.1.1.3. the retention of such information in terms of applicable legislation.
    - 37.1.1.4. 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.
- 37.2. Waco Modular will only collect personal information of the Customer consistent with the purpose for which it is required.
- 37.3. 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.
- 37.4. 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.
- 37.5. 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.
- 37.6. 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.
- 37.7. 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.

38. SURETYSHIP

- 38.1. **The signatories to this Contract of Sale, 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.**
- 38.2. **The suretyship in terms of 38.1 shall remain of full force and effect notwithstanding:**
  - 38.2.1. **any amendment/s to this Contract of Sale and/or any other contract for the time being subsisting between the parties;**
  - 38.2.2. **any indulgence, concession, leniency or extension of time which may be shown or given by the Supplier to the Customer.**
  - 38.2.3. **signatories to this Contract of Sale 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.**

Doc. Reference No.	Approved Revision	Revision Date
FCAA001	04	15/12/2021

INITIALS	
Waco	Customer





THE APPLICANT AND THE SIGNATORIES HERETO HEREBY:

1. Acknowledge that they have read and understood the contents of the Standard Conditions of Sale and/or 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 Sale and/or 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 Sale and/or the contents of 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			
Witness signature			

CONFIRMATION BY WACO MODULAR

Name and Surname	
Signature	



LIST OF ARBITRATORS

Annexure "A"

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