

Dear Customer,

Herewith please find your application form for credit facilities with Pronto IT Solutions (Pty) Ltd. This document incorporates our standard terms and conditions of sale acceptance as communicated in the covering letter.

To avoid any delays, kindly note the following:

Please complete the form in full as all the information requested is critical to processing your application promptly.

- The application must also include:
 - Copy of certificate of incorporation of registered entity
 - Cancelled cheque
 - Certified copies of ID's for all directors
 - Valid tax clearance certificate as issued by SARS - Company profile, if available
- Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "THE CUSTOMER" on the last page.
- The form must be signed by an authorised representative of your company. Please attach a company resolution providing the representative with authority.

Applications for credit facilities with Pronto IT Solutions (Pty) Ltd can only be considered upon receipt of a completed and signed application form. Note that your application may take up to five working days to process and that you will be informed of the status of your application upon completion.

Completed applications together with supporting documents (if applicable) should be forwarded to our Head Office offices as follows:

Tel: +27 (0)12 484 9200

Fax: +27 (0)12 347 9678

Email: info@pronto-its.co.za

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

The National Credit Controller

*Initial here



CONFIDENTIAL ACCOUNT APPLICATION

PLEASE PRINT CLEARLY IN BLOCK LETTERS

Application by

Herein referred to as "THE CUSTOMER"

To enter into an agreement of trade with

Herein referred to as "THE SUPPLIER"

THE CUSTOMER hereby makes an application for credit facilities for the opening of an account with Pronto IT Solutions (Pty) Ltd. (hereinafter referred to as "THE CREDITOR"), Registration number 2004/029439/07.

In Support of this application, the following information pertaining to THE CUSTOMER if furnished:

Section A – THE CUSTOMER'S details

Sole Ownership	Partnership	Closed	Private Co. (Pty) Ltd	Public Co. (Ltd)
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Full Registered name of business: _____

Trading name (if not as above): _____

Holding company (if applicable): _____

Company registration number: _____

VAT registration number (please attach copy): _____

Previous trading / registered names: _____



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Date of commencement of business: _____

Registered company address: _____

City: _____ Code: _____

Postal address: _____ Code: _____

Delivery address (if not the same as registered address) City: _____
Code: _____

Name of person responsible for placing orders: _____

Position: _____ Telephone number: _____

Person responsible for paying accounts: _____

Position: _____ Telephone number: _____

Is customer's order numbers required: _____

General Information

Are the business premises owned by THE CUSTOMER? _____ Rented? _____ Leased? _____

If rented or leased, please furnish the following details of the landlord:

Name: _____

Postal address: _____

Town/ City: _____ Postal code: _____

Telephone number: _____ Fax number: _____

1. Credit and Banking Information

Accounts are paid by:

Cheque _____ Electronic funds transfer _____ Other means _____

Maximum credit required:

Per month R _____ Credit limit: _____

Name that appears on your bank account: _____

Bank Name: _____ Account Number: _____

Bank Code: _____ EFT code: _____

Has the business or any of its principals had any judgement against them? _____ If yes list separately.

Has the business or any of its principals been liquidated or sequestrated? _____ If yes list separately.

Have moratoriums or offers of compromise ever been made to any creditors? _____ If yes list separately.

Please list all factoring, securities, sureties, cession of debtors, moratoriums, notarial bonds and personal guarantees separately

Please list securities offered to support this credit application: _____



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2. Auditor, Accounting officer or Accountant details

Name: _____ Telephone number: _____ Fax number: _____

Address: _____

Are audited financial statements available Yes _____ No _____

3. Trade references

(To be supplies of goods and service excluding contracts, rentals, leases ETC, for a minimum of six months)

Company name: _____ Telephone number: _____

Average monthly purchases: R _____ Terms: _____ Credit limit: _____

Company name: _____ Telephone number: _____

Average monthly purchases: R _____ Terms: _____ Credit limit: _____

Company name: _____ Telephone number: _____

Average monthly purchases: R _____ Terms: _____ Credit limit: _____

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4. Full DETAILS OF DIRECTORS / MEMBERS / SHAREHOLDERS / PROPRIETORS / TRUSTEES

1. Full name: _____ ID number: _____

Residential address: _____

_____ Code: _____ % Shareholding / Interest: _____

2. Full name: _____ ID number: _____

Residential address: _____

_____ Code: _____ % Shareholding / Interest: _____

3. Full name: _____ ID number: _____

Residential address: _____

_____ Code: _____ % Shareholding / Interest: _____

4. Full name: _____ ID number: _____

Residential address: _____

_____ Code: _____ % Shareholding / Interest: _____

5. Full name: _____ ID number: _____

Residential address: _____

_____ Code: _____ % Shareholding / Interest: _____

Section B –Terms and Conditions of Sale

THE CUSTOMER or its duly authorised agent does hereby apply for credit facilities with PRONTO IT SOLUTIONS and in consideration thereof THE CUSTOMER does hereby accept the following terms and conditions:

1. Credit terms

THE CUSTOMER agrees that the amount reflected in a Tax Invoice as issued by PRONTO IT SOLUTIONS shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE CUSTOMER is a Credit Approved CUSTOMER, within 30 days from the end of the month in which a Tax Invoice has been issued by PRONTO IT SOLUTIONS. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to PRONTO IT SOLUTIONS free of exchange and without deductions of any nature. Any credit facilities granted to THE CUSTOMER by PRONTO IT SOLUTIONS is entirely at the discretion of PRONTO IT SOLUTIONS, and may be withdrawn at any time.

2. Change of address

THE CUSTOMER undertakes to notify PRONTO IT SOLUTIONS in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE CUSTOMER undertakes to notify PRONTO IT SOLUTIONS, in writing, within twenty days of any change in Ownership of THE CUSTOMER's business, or should THE CUSTOMER be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE CUSTOMER. In addition to the foregoing, THE CUSTOMER acknowledges that immediately upon any change of Ownership in THE CUSTOMER any outstanding amount whether due or not shall be deemed to be forthwith payable by THE CUSTOMER to PRONTO IT SOLUTIONS.

4. Domicilium

THE CUSTOMER and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE CUSTOMER and the signatory will accept all notices, legal documents and the like, whether or not THE CUSTOMER and/or the signatory is still at the address chosen) for all purposes arising out of this at the physical address stipulated in Section A.

5. Consent to sharing information

THE CUSTOMER contained further in this document specifically warrants that PRONTO IT SOLUTIONS has consent to:

- 5.1 Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors *trade references) of THE CUSTOMER's in terms of this agreement.
- 5.2 PRONTO IT SOLUTIONS may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER's of how THE CUSTOMER has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
- 5.3 If THE CUSTOMER fails to meet his/her/its commitments to PRONTO IT SOLUTIONS, PRONTO IT SOLUTIONS may record THE CUSTOMER non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE CUSTOMER.

6. Pricing increments

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

7. Valid orders

- 7.1 Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of THE CUSTOMER as at the date when THE CUSTOMER places the order for goods, and the order shall be capable of acceptance by THE CUSTOMER for the delivery of the goods, by written acceptance or confirmation of the order.
- 7.2 In the event of any order being given to THE CREDITOR on an order form reflecting THE CUSTOMER's name as the entity from which the order emanates, such order shall be deemed to have emanated from THE CUSTOMER, notwithstanding the fact that such order may have been given or signed by a person not authorized by THE CUSTOMER and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of the intended use.
- 7.3 THE CUSTOMER shall provide THE CREDITOR with an order number when placing an order.
- 7.4 Orders accepted by THE CREDITOR shall not be varied or cancelled by THE CUSTOMER, except at the sole discretion of THE CREDITOR, which discretion shall not be unreasonably withheld.
- 7.5 Oral orders shall similarly be capable of acceptance but THE CREDITOR will not be responsible for any error or misunderstandings occasioned by THE CUSTOMER's failure to make the order in writing.
- 7.6 It is further the sole responsibility of THE CUSTOMER to determine that goods ordered are suitable for the purposes of the intended use.

8. Delivery

- 8.1 THE CUSTOMER agrees that the signature of any agent, contractor, sub-contractor or employee of THE CUSTOMER on PRONTO IT SOLUTIONS's official delivery note/invoice/waybill, or the delivery note of any authorized independent carrier will constitute valid delivery of the goods purchased.
- 8.2 Any delivery date stated on any order confirmation is approximate only. PRONTO IT SOLUTIONS shall; not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 8.3 Whilst PRONTO IT SOLUTIONS will Endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE CUSTOMER shall not be entitled to refuse acceptance of such late deliveries.
- 8.4 The risk in and to the goods shall pass from PRONTO IT SOLUTIONS to THE CUSTOMER at the time of delivery notwithstanding that ownership will not pass to THE CUSTOMER until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of PRONTO IT SOLUTIONS's delivery note, proof of posting if the goods are posted to THE CUSTOMER or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by PRONTO IT SOLUTIONS. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE CUSTOMER.

9. Repairs and Warranties

- 9.1 New goods are guaranteed according to either PRONTO IT SOLUTIONS specific warranties, or the original Manufacturer's warranties. Where specifically indicated certain goods may be sold to THE CUSTOMER on the basis of PRONTO IT SOLUTIONS not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE CUSTOMER by PRONTO IT SOLUTIONS be faulty or require return for credit and where a warranty is applicable, THE CUSTOMER shall contact PRONTO IT SOLUTIONS within a reasonable time period from the goods becoming defective and arrange for the goods to be returned to PRONTO IT SOLUTIONS, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by PRONTO IT SOLUTIONS.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broke; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes or other incidents beyond the control of PRONTO IT SOLUTIONS are not covered in warranties.
- 9.5 Should PRONTO IT SOLUTIONS find no fault with the returned goods, this will be returned to THE CUSTOMER, and a 15% handling fee will be charged.
- 9.6 Where goods are returned for repair THE CUSTOMER shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to PRONTO IT SOLUTIONS may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Copyright

THE CUSTOMER acknowledges PRONTO IT SOLUTIONS's intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to PRONTO IT SOLUTIONS

PRONTO IT SOLUTIONS does not appoint the Post Office as its agents for payments by post. All payments shall be made to PRONTO IT SOLUTIONS' place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE CUSTOMER shall still be liable to PRONTO IT SOLUTIONS for the payment. Should PRONTO IT SOLUTIONS at any time advise THE CUSTOMER of any change to PRONTO IT SOLUTIONS's banking account details THE CUSTOMER shall confirm such change with the Manager of PRONTO IT SOLUTIONS before effecting any further payments, provided that nothing contained herein shall be interpreted as obliging PRONTO IT SOLUTIONS to afford THE CUSTOMER any such indulgence to effect payment after due date.

12. Reservation of Ownership

Until such time as THE CUSTOMER has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in PRONTO IT SOLUTIONS. PRONTO IT SOLUTIONS shall, in its sole discretion, without notice to THE CUSTOMER, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE CUSTOMER shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by PRONTO IT SOLUTIONS in the event that PRONTO IT SOLUTIONS takes possession of any goods.

13. Responsibility for losses / damages or delays

PRONTO IT SOLUTIONS will not be in any way responsible for losses, damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of PRONTO IT SOLUTIONS.

14. Defaulting in payment

In the event of THE CUSTOMER defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE CUSTOMER.

15. Interest on overdue accounts

PRONTO IT SOLUTIONS shall be entitled to charge THE CUSTOMER interest at the rate of 2% (two percent) per month from the moment the debt is overdue, providing however, that nothing contained herein shall be interpreted as obliging PRONTO IT SOLUTIONS to afford THE CUSTOMER any such indulgence to effect payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of PRONTO IT SOLUTIONS – whose position and signature shall not be necessary to prove – reflecting the amount owing by THE CUSTOMER to PRONTO IT SOLUTIONS, in respect of the credit facilities granted to THE CUSTOMER relating to THE CUSTOMER's dealings with PRONTO IT SOLUTIONS, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE CUSTOMER to prove that such amount is not owing and/or due and unpaid.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE CUSTOMER to PRONTO IT SOLUTIONS, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by PRONTO IT SOLUTIONS against THE CUSTOMER arising out of any transaction between the parties, it being recorded that PRONTO IT SOLUTIONS shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. Recovery of legal / collection costs

Should PRONTO IT SOLUTIONS instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE CUSTOMER in the implementation or protection of PRONTO IT SOLUTIONS rights, PRONTO IT SOLUTIONS shall be entitled to recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

19. Cession of Book debts

19.1 THE CUSTOMER does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of PRONTO IT SOLUTIONS all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which THE CUSTOMER may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("THE CUSTOMER's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by THE CUSTOMER to PRONTO IT SOLUTIONS.

19.2 Should it transpire that THE CUSTOMER at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in an to any of the debts which will from time to time be subject to this session then this cession shall operate as a cession of all THE CUSTOMER's reversionary rights. Notwithstanding the terms of the a forgoing cession, THE CUSTOMER shall be entitled to institute action against any of its debtors provided that all sums of money which THE CUSTOMER collects from its debtors shall be collected on PRONTO IT SOLUTIONS's behalf and provided further that PRONTO IT SOLUTIONS shall at any time be entitled to terminate THE CUSTOMER's right to collect such monies/debts.

19.3 THE CUSTOMER shall be obliged to deliver all relevant information in documentary form or otherwise to PRONTO IT SOLUTIONS upon demand to enable PRONTO IT SOLUTIONS to claim monies owed to THE CUSTOMER from third parties.

20. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of PRONTO IT SOLUTIONS shall not in any way operate as or be deemed to be a waiver by PRONTO IT SOLUTIONS of any rights under this contract, or be construed as a novation thereof.

21. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

22. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express of implied or excluded here from any and variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorized signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE CUSTOMER by his/her/their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.



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ACCEPTANCE OF TERMS AND CONTITIONS OF SALE:

Signed at _____ on this _____ day of _____ before the undersigned witnesses by THE CUSTOMER or its duly authorized agent/signatory who hereby warrants that he/she is authorized to sign on behalf of THE CUSTOMER by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

As Witness (2):

Name: _____

Name: _____

ID Number: _____

ID Number: _____

Signature: _____

Signature: _____