



Dear Customer

We thank you for your interest in becoming a QD Cellular customer. Herewith please find our application for credit/cash account facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

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

Via fax: 011 466 1854

Via e-mail: 011 466 1854

We further require that original applications be forwarded to our offices at the following postal address:

Postnet Suite X111
Private Bag X11
Halfway House 1685
South Africa

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

Yours faithfully

Accounts Receivable
QD Cellular (Pty) Ltd.

**THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE
AND SURETYSHIP ACCEPTANCE.**

SECTION A – Questionnaire

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **QD Cellular (Pty) Ltd**, registration number 1998/012714/07 (hereinafter referred to as "QD CELLULAR"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
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2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

3.1 Postal Address _____
_____ Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale:

3.3 Registered Delivery Address _____

3.4 VAT Number: _____

3.5 Telephone Numbers Area Code (_____) _____

3.6 Telefax Number Area Code (_____) _____

3.7 Cellular Number _____

3.8 e-Mail address _____

3.9 Name, Address, and Contact number of landlord _____

3.10 Person responsible for account payment: _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____

5.2 Branch _____

5.3 Account Number _____

5.4 Branch Code _____

5.5 Type of account _____

5.5 Date account opened _____

Please initial here _____

- 6.1 Holding Company name _____
- 6.2 Percentage share holding _____
- 6.3 Name of Auditors / Accounting Officer _____
- 6.3.1 Auditor Telephone Number: Code (_____) _____
- 6.4 Date of last audited financial statements _____ (please attach hereto)

7 Details of principals (Sole Owner / Partners /Members / Directors)

Full Name	ID Number	Home Address	Home Phone

8 Trade References

Company Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

9 The following credit limit request is for assessment purposes only and does not form part of this contract:

- 9.1 Amount of credit required R _____
- 9.2 Estimated monthly purchases R _____

10 In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

- 10.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES	NO
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- 10.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES	NO
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11 In terms of the Companies Act 71, of 2008 please state:

- 11.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
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- 11.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
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Please initial here _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with QD CELLULAR and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by QD CELLULAR shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by QD CELLULAR. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to QD CELLULAR free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by QD CELLULAR is entirely at the discretion of QD CELLULAR, and may be withdrawn at any time.
2. **Change of address**
THE APPLICANT undertakes to notify QD CELLULAR in writing within 7 (seven) days of any change of address.
3. **Change of ownership**
THE APPLICANT undertakes to notify QD CELLULAR, in writing, within twenty days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to the foregoing, THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to QD CELLULAR.
4. **Domicilium**
THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **Consent to sharing information**
THE APPLICANT and any person who may signs the enclosed ACCEPTANCE OF SURETY clause contained further in this document specifically warrants that QD CELLULAR 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 APPLICANT'S in terms of this agreement.
 - 5.2 QD CELLULAR may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT 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 APPLICANT fails to meet his/her/its commitments to QD CELLULAR, QD CELLULAR may record THE APPLICANT 'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
6. **Pricing increments**
Prices quoted by QD CELLULAR are determined from time to time and are subject to increases, at the discretion of QD CELLULAR. QD CELLULAR shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
7. **Valid orders**
In the event of any order being given to QD CELLULAR on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
8. **Delivery**
 - 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on QD CELLULAR'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
 - 8.2 Any delivery date stated on any order confirmation is approximate only. QD CELLULAR shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
 - 8.3 Whilst QD CELLULAR 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 APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
 - 8.4 The risk in and to the goods shall pass from QD CELLULAR to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of QD CELLULAR'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by QD CELLULAR. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
9. **Repairs and Warranties**
 - 9.1 New goods are guaranteed according to either QD CELLULAR's specific warranties, or the original Manufacturer's warranties. Where specifically indicated certain goods may be sold to THE APPLICANT on the basis of QD CELLULAR not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
 - 9.2 Should a product supplied to THE APPLICANT by QD CELLULAR be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact QD CELLULAR within a reasonable time period from the goods becoming defective and arrange for the goods to be returned to QD CELLULAR, 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 QD CELLULAR.
 - 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; 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 QD CELLULAR are not covered in any warranties.

Please initial here _____

- 9.5 Should QD CELLULAR find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to QD CELLULAR 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 APPLICANT acknowledges QD CELLULAR's intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to QD CELLULAR

QD CELLULAR does not appoint the Post Office as its agents for payments by post. All payments shall be made to QD CELLULAR'S 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 APPLICANT shall still be liable to QD CELLULAR for payment. Should QD CELLULAR at any time advise THE APPLICANT of any change to QD CELLULAR'S banking account details THE APPLICANT shall confirm such change with a Manager of QD CELLULAR before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging QD CELLULAR to afford THE APPLICANT any such indulgence to effect payment after due date.

12. Reservation of ownership

Until such time as THE APPLICANT 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 QD CELLULAR. QD CELLULAR shall, in its sole discretion, without notice to THE APPLICANT, 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 APPLICANT 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 QD CELLULAR. THE APPLICANT hereby waives any right it may have for a spoliation order against QD CELLULAR in the event that QD CELLULAR takes possession of any goods.

13. Responsibility for losses, damages or delays

QD CELLULAR will not be in any way responsible for losses; consequential 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 organization 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 QD CELLULAR.

14. Defaulting in payment

In the event of THE APPLICANT 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 APPLICANT.

15. Interest on overdue accounts

QD CELLULAR shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two per cent) per month from the moment the debt is overdue, provided however, that nothing contained herein shall be interpreted as obliging QD CELLULAR to afford THE APPLICANT any such indulgence to effect payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of QD CELLULAR - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to QD CELLULAR, in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with QD CELLULAR, 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 APPLICANT 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 APPLICANT to QD CELLULAR, 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 QD CELLULAR against THE APPLICANT arising out of any transaction between the parties, it being recorded that QD CELLULAR shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. Recovery of legal /collection costs

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

19. 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 QD CELLULAR shall not in any way operate as or be deemed to be a waiver by QD CELLULAR of any rights under this contract, or be construed as a novation thereof.

20. 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.

21. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any 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 authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by 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.

Please initial here _____

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of QD CELLULAR for the due performance of any obligation of THE APPLICANT and for the payment to QD CELLULAR by THE APPLICANT of any amounts which may now or at any time be or become owing to QD CELLULAR by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by QD CELLULAR and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to QD CELLULAR have been paid in full. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Exclusion – the right to require QD CELLULAR to first proceed against THE APPLICANT for payment of any debt owing to QD CELLULAR before proceeding against the surety;
- Cession of Action – the right to require QD CELLULAR to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

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

Name: _____

Designation: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____