

THE SHOPRITE GROUP BUSINESS CARD TERMS AND CONDITIONS

The Shoprite Group Business Card is issued to you by Shoprite Checkers (Pty) Ltd ("Shoprite"). The terms and conditions under which the Shoprite opens an account in respect of the Shoprite Group Business Card are set out below and should be studied carefully. By making use of the account, it is deemed that the Account Holder has agreed to comply with and be bound to such terms and conditions. Please read and consider this facility agreement and its annexures ("the Facility Agreement") carefully as it shall constitute a binding agreement. You will be requested to declare that you understood the content of this entire agreement and its annexures and more specifically the fact, nature and effect of its clauses (terms).

1. APPLICATION AND AGREEMENT

- 1.1. By making application, the Applicant offers to enter into a Facility Agreement with Shoprite. Shoprite has no obligation to accept such offer.
- 1.2. The Facility Agreement will be entered into on the day that Shoprite accepts the application.
- 1.3. Any application is subject to Shoprite approval. Shoprite has the unfettered discretion to accept or decline an application, to determine the limit of the account, and to decrease the limit of the account at any time.
- 1.4. Shoprite will be entitled to amend the terms of the account at any time, and such amendment(s) shall commence on the first use of the account after the date that such amendment(s) takes place. When the account is used upon the amended terms, same shall confirm that the Account Holder agrees to the amended terms.
- 1.5. The application will be considered by Shoprite on the information provided by the Applicant. All information provided by the Applicant must be accurate, correct and complete.
- 1.6. Shoprite has the right to cancel the account at any time.

2. USE OF ACCOUNT

- 2.1. The account will be subject to a purchase limit.
- 2.2. The purchase limit shall not be exceeded by the Account Holder unless written consent has been obtained from Shoprite.
- 2.3. It is the responsibility of the Account Holder to take due and proper care of the account and not allow any third party to use the account.
- 2.4. Should the account be used fraudulently or by an unauthorised person, the Account Holder will be liable for all purchases arising from any unauthorised or fraudulent transactions.

2.5. Shoprite shall be at liberty to unilaterally revoke or suspend usage of the account and the facility and, either temporarily or permanently vary and/or reduce any purchase limit allowed.

2.6. The liability of the Account Holder shall under all circumstances remain until the account has been settled in full.

3. STATEMENTS

3.1. Statements will

3.1.1. Show all transactions on the Account Holder's account;

3.1.2. Show the current amount due;

3.1.3. Show all payments made and any balance that remains due; and

3.1.4. Inform the Account Holder of the amount that must be paid to Shoprite before the due date stated on the statement.

3.2. Statements will be provided to the Account Holder via e-mail, to the e-mail address stipulated on the Application Form.

3.3. It will be the Account Holder's duty to check the statement and to make sure that it is correct. Unless the Account Holder raises a query about its statement within 7 (seven) days from the date of the statement, it will be deemed to be correct.

3.4. Non-receipt of a statement will not free the Account Holder from its obligation to pay all amounts due to Shoprite, as the Account Holder may obtain this information from Shoprite directly.

4. PAYMENT TERMS

4.1. Payments must be made within the approved number of days reflected on the statement.

4.2. Payments can be made by cheque, deposit or electronic transfer, into the bank account specified on the statement and the account number enclosed on the statement must be used as the reference.

4.3. In the case of deposits and electronic transfers, a copy of the deposit slip or proof of payment must be faxed/e-mailed to the person handling the account in order for the payment to be allocated to the account.

4.4. A remittance advice must accompany the payment.

4.5. The account number of the Account Holder must be printed on the front of the cheque.

4.6. Payments on cash accounts: No cheque payments will be accepted on cash accounts. When payment is made by cheque, the payment will stay in the account for 7 seven days (for clearance purposes) before stock will be released.

5. CERTIFICATE

5.1. A certificate signed by any manager of Shoprite (whose appointment and authority need not be proved) as to the amount due and payable by the Account Holder or any other matter regarding the account (inclusive of interest) will be prima facie proof of the correctness thereof.

6. NOTICES

6.1. The address given on the application form by the Applicant (be it residential, business, postal or electronic) will for all purposes serve as the address chosen by the Account Holder at which legal notices and any process of court may be served on the Account Holder (the Account Holder's "domicilium").

6.2. The Account Holder may change his domicilium by written notice to Shoprite which domicilium change will only take effect 7 days after receipt of such notice by Shoprite.

7. AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS (DEBIT ORDERS)

7.1. If so elected on the face hereof and provided that the necessary banking details have been completed, any amounts due on the Account Holder's statement will be recovered directly from the bank account of the Account Holder by way of debit order.

7.2. The Account Holder hereby authorises Shoprite to collect any amount due by the Account Holder from the bank account as indicated on the application, and to credit such amount to the Account Holder's account.

7.3. This authorisation will remain in force until all amounts due by the Account Holder in terms of this Facility Agreement has been settled in full.

7.4. The amount collected from the Account Holder's bank account may differ from month to month, depending on the amount outstanding on the statement.

7.5. All payment instructions issued by Shoprite shall be treated by the Account Holder's above mentioned bank as if the instructions had been issued by the Account Holder personally.

7.6. The Account Holder may not delegate any of its obligations in terms of this Facility Agreement to any third party.

7.7. The Account Holder may not change its banking details for the debit order without prior written notice to Shoprite and without providing Shoprite with the new banking details.

8. CHANGES OF CONDITIONS OF USE

8.1. Shoprite reserves the right to change, repeal, replace or add to any of the terms and conditions of the account.

8.2. Any such changes will be notified to the Account Holder by way of written notice to the mail address provided on the Application Form. Any changes will take effect upon the first use of the Account after such notice has been provided to the Account Holder.

9. LIABILITY

9.1. The Account Holder hereby indemnifies Shoprite, its employees and/or agents of any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of Shoprite (for example strikes, trade disputes, accident, computer failure, breakdowns, power failures, shortages affecting Shoprite or Shoprite's usual sources of supply or Shoprite's means of delivery of the goods).

9.2. Shoprite will not be held liable for any loss or damage sustained by the Applicant, Account Holder or any third party regarding either the application or this Facility Agreement.

10. BREACH

10.1. Any action or failure to act by the employees and/or agents of the Account Holder will be imputed to the Account Holder.

10.2. In the event of the Account Holder:

10.2.1. failing to pay any amount due by it in terms of the Facility Agreement on due date; or

10.2.2. commit a breach of any other term and/or condition set out in this Facility Agreement; or

10.2.3. commit any act which is unlawful, immoral or which constitutes immoral business practice; or

10.2.4. have any judgement in excess of R20 000.00 (twenty thousand rand) taken against it, and fail within 7 (seven) days of it becoming aware thereof either to satisfy same or to take steps (and thereafter actively to pursue such steps) to appeal or set aside such judgement; or

10.2.5. be unable, or fail or admit an inability in writing to pay its debts as and when they fall due; or

- 10.2.6. make any representation in connection with its financial affairs before, during or after this Facility Agreement has been concluded, which proves in any material respect to have been incorrect or untrue when made; or
- 10.2.7. commit any act of insolvency; then all amounts owing by the Account Holder to Shoprite will become immediately due and payable, and the Account may be closed immediately.
- 10.3. In the event of Shoprite instructing attorneys to collect from the Account Holder any amounts owing to Shoprite, the Account Holder agrees to pay all cost on an attorney and client scale, including collection charges.
- 10.4. The Account Holder further consents to the jurisdiction of the Magistrate's court in Terms of Section 45 of the Magistrate's court Act No. 32 of 1944 (as amended) having the jurisdiction under Section 28 of the said Act, notwithstanding that the claim by Shoprite exceeds the normal jurisdiction of the Magistrate's court as to amount. Shoprite may institute proceeding, notwithstanding foregoing consent in any other of competent jurisdiction, at its own discretion.

11. SHOPRITE BUSINESS CARD

- 11.1. The card will be subject to a purchase limit determined by Shoprite to the cardholder. The cardholder may not exceed this purchase limit.
- 11.2. It is the responsibility of the cardholder to take due and proper care of the card and not allow any third party to use the card.
- 11.3. The cardholder will be liable for any purchases arising from any unauthorised or fraudulent card transactions. Any loss of card must be reported to the Checkers card division without delay.
- 11.4. Any loss of the card must be reported to the Shoprite Card Division without delay. A replacement card may be issued at a charge as determined by Shoprite from time to time.
- 11.5. Any discount granted to the Account Holder when utilising the card is in respect of select products only. Shoprite reserves the right to exclude the discount granted to the Account Holder on certain products, including but not limited to, electricity, in its sole discretion and to vary and amend the list of excluded products without notice to the Account Holder.

12. GENERAL

- 12.1. The Account Holder hereby warrants that the signatory to any tax invoice, delivery note or other documentation of Shoprite made out in the name of, or to the Account Holder, is duly authorised to bind the Account Holder in respect of the relevant transaction.
- 12.2. Any variation of these Terms and Conditions by the Account Holder shall only be effective once reduced to writing and signed by both parties.
- 12.3. The Account Holder agrees to Shoprite obtaining any necessary information to ascertain or confirm the credit record of the Account Holder. Shoprite undertakes to only use information obtained for purposes of this Facility Agreement, and furthermore, undertakes to not share the information obtained with other credit providers. The Account Holder acknowledges that they have read and understood the above terms and conditions, and therefore, signs same voluntarily and without inducement.

13. SURETYSHIP

- 13.1. Should the Applicant be a limited liability company or close corporation, the Directors or Members (as the case may be) agree and undertake to bind themselves as Surety/ies and Co-Principal Debtors in Solidium in respect of all amounts owing by the Account Holder to Shoprite.
- 13.2. In the event of a Surety being married in community of property, the onus will be on the Surety to obtain the consent and signature of their spouse to enter into such surety.

Accept Terms & Conditions:

(Initial)