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CREDIT APPLICATION AND STANDARD TERMS & CONDITIONS OF SALE AND LEASE OF GOODS WITH DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

Section 1 APPLICANT / CLIENT								
Name of Company / cc or Sole Trader								
Trading as					ID or Registration No.			
Postal Address				Physical Address				
			Postal Code					Postal Code
Telephone numbers		Site		Home / Cell		Office		
Email				Fax no.				
Site Contact Person				Site Contact Person				
Please indicate with an X:		<input type="checkbox"/> Public Company	<input type="checkbox"/> Private Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Trust	

Section 2 DIRECTORS / MEMBERS / PARTNERS / OWNERS / TRUSTEES / REPRESENTATIVES							
1 Name				ID No.			
Residential Address							
<input type="checkbox"/> Single		<input type="checkbox"/> Married		<input type="checkbox"/> a.n.c Community of property		<input type="checkbox"/> Divorced	
2 Name				ID No.			
Residential Address							
<input type="checkbox"/> Single		<input type="checkbox"/> Married		<input type="checkbox"/> a.n.c Community of property		<input type="checkbox"/> Divorced	
3 Name				ID No.			
Residential Address							
<input type="checkbox"/> Single		<input type="checkbox"/> Married		<input type="checkbox"/> a.n.c Community of property		<input type="checkbox"/> Divorced	
4 Name				ID No.			
Residential Address							
<input type="checkbox"/> Single		<input type="checkbox"/> Married		<input type="checkbox"/> a.n.c Community of property		<input type="checkbox"/> Divorced	

Section 3 TRADE REFERENCES	
Name	Name
Tel	Tel
Terms	Terms
Amount	Amount
Commencement date	Commencement date

Initials	
PERI S.A.	Client

Section 4	OTHER INFORMATION
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Bankers	Branch	Account No.
Do you own your building?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Name of Landlord
Are official orders used?	<input type="checkbox"/> YES <input type="checkbox"/> NO	VAT Registration No.

Maximum credit amount applied for: **R**

Payment terms 30 days from date of statement
Please note that unresolved queries will affect the unused portion of credit limit

Section 5	FOR OFFICE USE
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TRADE REFERENCE CHECK

Name	Name
Terms	Terms
Amount	Amount
Status	Status

BANK REFERENCE

Bankers check	Check limit R
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CREDIT CLEARANCE LIMIT: **R**

MAXIMUM CREDIT AMOUNT GRANTED: **R**

Checked by:

Name (Block letters)	Signature	Name (Block letters)	Signature
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Initials	
PERI S.A.	Client

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL AGREEMENTS FOR THE HIRE AND SALE OF EQUIPMENT BY PERI FORMWORK SCAFFOLDING ENGINEERING WITH DEED IF SURETYSHIP INCORPORATING CESSION OF CLAIMS (PTY) LTD ("PERI")

1. Definitions

- "PERI" means "PERI FORMWORK SCAFFOLDING ENGINEERING (PTY) LTD".
- "CLIENT" means the company hiring or purchasing the equipment from PERI and includes natural persons, juristic persons, associations of persons, trusts, joint ventures, and any other entity.
- "EQUIPMENT" means any item of whatsoever nature that is supplied to the Client in terms of an agreement.
- "AGREEMENT" means (i) any acceptance by the Client of a quotation ("offer") submitted by PERI or (ii) any order placed by the Client in response to a quotation ("offer") by PERI.

2. Application of Conditions

These terms and conditions shall apply to all agreements for the hire of equipment by PERI to the Client and where applicable the sale of equipment on account to the Client. The Client acknowledges that a copy of these standard terms and conditions has been furnished to him and that he is acquainted with and accepts the terms and conditions contained therein.

3. Agreement

Each accepted offer shall be a separate agreement governed by these terms and conditions, as well as any such other terms and conditions as contained in PERI's written quotation and/or acceptance of order documents. A quotation is valid for 7 days and all items quoted for will be subject to availability. A verbal, faxed or e-mailed instruction by the Client to PERI to deliver equipment noted in the quotation will constitute acceptance of the quotation and these conditions.

4. Duration of Hire

The hire of equipment will be deemed to start on the date on which the equipment leaves PERI's premises for delivery to the Client's site or delivery address or the date the equipment is made available for collection by PERI and shall continue until the equipment is returned to PERI'S premises.

5. Payment terms

The parties agree in respect of each agreement that:

- 5.1 Hire charges will be calculated on a daily basis and charged weekly (7 days) and invoices shall be issued monthly for the period in question.
- 5.2 Hire charges will continue to be charged and payable after termination of the agreement until the equipment is returned by the Client to PERI;
- 5.3 Hire charges and/or the purchase price are payable in cash by the Client to PERI within thirty (30) days from the date of a monthly statement to be sent by PERI to the Client;
- 5.4 If the statement is sent to a postal or physical address provided for herein it shall be deemed to have been received by the Client four days after the date on which it was posted;
- 5.5 PERI may require the payment of a deposit prior to delivery of the equipment. In that event, the Client will be required to lodge such deposit or deposits with PERI at PERI'S address reflected herein. On termination of each agreement any outstanding credit in the books of PERI will be repaid to the Client after deduction of all relevant costs and charges related to the hire.
- 5.6 A certificate signed by any of PERI'S directors, alternate directors, its secretary or accounting officer stating the amount owing by the Client to PERI at any time shall, for the purposes of legal proceedings, including the obtaining of summary or provisional judgment, be prima facie proof of the facts contained in the certificate without it being necessary to prove the appointment of the signatory to such certificate.
- 5.7 No fees, charges or interest shall be levied by PERI on overdue rentals of payments owing for equipment rented or bought in terms hereof. This shall not derogate from PERI'S right to charge mora interest at the legal rate once a written letter of demand has been addressed to the Client placing the Client in mora and calling for payment of overdue amounts.

6. Appropriation of payments

- 6.1 All payments shall be made in South African currency free of any deduction at PERI'S address reflected in the relevant agreement. The Client hereby irrevocably waives his right to rely on set-off. The Client shall not be entitled to withhold payment of any amount under circumstances where he alleges that PERI failed to comply with any of its obligations in terms of the agreement. The Client irrevocably waives its right to rely on the defence of prescription in respect of any debt owing to PERI.
- 6.2 Unless otherwise instructed in writing, PERI is entitled in its sole discretion to appropriate monies paid by the Client towards any debt owed to it.
- 6.3 Multiple Clients in terms of an agreement are jointly and severally liable for payment of the rental.
- 6.4 In the event that the Client fails to make timeous payment on due date of any amount owing to PERI, all and any other amounts owing to PERI shall immediately become due and payable forthwith, notwithstanding that any applicable credit periods in respect thereof have not yet expired and the monies would not otherwise be due and payable.

7. Delivery and Risk

- 7.1 PERI will endeavour to have the equipment ready for collection by the date agreed for delivery or collection but shall not incur any liability whatsoever nor shall the Client be entitled to terminate the agreement by reason of PERI's failure to deliver or have available for collection by the agreed date.
- 7.2 Whilst ownership of the equipment shall at all times remain that of PERI's, all risks pertaining to the equipment whether this is loss, damage, destruction or otherwise shall pass to the Client upon the equipment leaving PERI's premises.
- 7.3 The costs of delivery shall be paid by the Client unless otherwise agreed in writing and signed by both parties.

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PERI S.A.	Client

- 7.4 The Client is responsible for the unloading of all equipment at its site and shall supply suitably qualified labour and plant to facilitate same. PERI'S employees and those of any transport company it employs are not responsible for the unloading of any equipment at the Client's site and will not assist in same. Accessible and adequate space for unloading must be provided at the Client's premises.
- 7.5 PERI will prepare a delivery note for each delivery or collection describing the equipment forming part of that delivery or collection. It is the responsibility of the Client to ensure that all equipment delivered/collected or returned, is checked by it or its duly authorised representative. At the time of such delivery or collection a copy of the delivery note will be given to the Client. PERI will not off-load any equipment unless the Client or its representative is present to sign the delivery note.
- 7.6 If a delivery note is signed by an employee of the Client the employee shall be deemed to have authority to accept delivery on behalf of the Client and to sign the delivery note. If the delivery note is signed by a person who is not an employee of the Client such person shall be deemed to have the necessary authority referred to above.
- 7.7 Unless the Client disputes in writing that proper delivery was made to it, delivered to PERI before 17h00 on the day following the day on which delivery took place, it shall be deemed that all the equipment reflected on the delivery note were in fact delivered in good order and condition.

8. Property

During the currency of the agreement relevant to the equipment:

- 8.1 The Client shall keep the equipment free from attachment, liens, or any form of encumbrance whatsoever;
- 8.2 The Client shall not be entitled to sell or dispose of the equipment;
- 8.3 No alteration of or modification to the equipment may be made by the Client;
- 8.4 The Client shall not use the equipment for any purpose for which they were not manufactured and any direction which PERI might give to the effect that the equipment shall be used for any particular purpose or in accordance with any prescriptions or specifications, shall be observed by the Client;
- 8.5 The Client shall keep the equipment at the address to which the equipment was originally delivered and shall not be entitled to remove the equipment therefrom without the prior written consent of PERI first being had and obtained;
- 8.6 The Client shall not part with possession of the equipment or any part thereof or otherwise deal therewith save as contemplated in this agreement;
- 8.7 PERI or its appointees shall be entitled to inspect the equipment at all reasonable times and, for that purpose, shall be entitled to enter upon the premises upon which the equipment is kept;
- 8.8 The Client shall keep the equipment in good order and at its own cost, repair all damage to the equipment failing which PERI shall be entitled to effect such repairs and recover the cost thereof from the Client whether during the currency of the agreement or after its termination.
- 8.9 If the Client is not a natural person and a change should occur in the ownership of the juristic person, trust or association of persons or other entity or in the event of a change occurring in the members of a private company or close corporation, the Client shall immediately advise PERI thereof in writing.

9. Termination

- 9.1 On termination of the agreement the Client shall ensure that the equipment is returned to premises identified by PERI. All equipment must be returned to PERI in good repair and in a clean and sound condition. The Client shall fully reimburse PERI for all charges and costs incurred by it for cleaning or repairing damaged or defective equipment. The Client shall pay the full replacement cost for all lost or irreparable items.
- 9.2 If by written agreement the equipment is collected by PERI or a third party for removal to PERI's premises, a receipt of the equipment received for transportation shall be provided by PERI to the person who hands over the equipment for that purpose. The receipt shall contain a brief description of the equipment and contain a note(s) of any visible damage thereto. The person handing the equipment over for transportation shall sign the receipt and shall be deemed to have the authority to sign such receipt on behalf of the Client. Unless objection against the correctness of the entries on the receipt is made in writing by the Client before 17h00 on the day following the issue of the receipt, the contents of the receipt shall be deemed to be correct and the Client shall be bound thereby.
- 9.3 Instructions to PERI for collection must clearly specify whether the site is to be cleared or whether it is part collection only. No equipment will be collected unless the Client or its duly authorised representative is present to check and sign the return note.
- 9.4 Upon receipt of the equipment at the said premises PERI shall without delay prepare a return note reflecting the items returned and a brief description of the condition in which each item is returned.
- 9.5 Equipment for collection by PERI must be stripped, neatly stacked in an accessible place and must be returned in the same condition in which it was received, fair wear and tear excluded. Labour for loading must be supplied by the Client.
- 9.6 An assessor appointed by PERI, which may be an employee of PERI, shall thereupon determine the nature and extent of any damage to any of the equipment and the estimated costs of repair thereof.
- 9.7 The Client shall be entitled to have a representative present on the occasions referred to in the two preceding subparagraphs. If such a person is present, he/she shall sign the return note and the written report prepared by the assessor. By signing the redelivery note and/or the report by the assessor the person shall bind the Client and the contents of the document, so signed, shall be binding on the Client.
- 9.8 If no person is in attendance on the occasions referred to above the redelivery note and report by the assessor shall be forwarded by fax, e-mail or prepaid registered post to the Client who shall be bound thereby unless objection is made thereto in writing within three (3) days after receipt thereof. The objection shall specify the specific items or entries to which objection is made. Notwithstanding such objections those items or entries to which objection is not made, shall be binding on the Client.
- 9.9 In the event of the equipment being damaged beyond repair, the Client will be liable to pay PERI for compensation for such loss or damages suffered by PERI. The payment of compensation shall not amount to or result in the transfer of property or other interest in the equipment to the Client. The Client shall be obliged to pay to PERI, on demand, the replacement cost of such equipment, which cost shall be determined on the date on which the equipment is returned or, where applicable, the date on which PERI ascertains that the equipment is beyond repair. The Client acknowledges that the letting of equipment constitutes a major part of PERI's business and the costs of replacement represent a genuine and agreed pre-estimate of damages suffered by PERI as a result of destruction of the equipment or the Client's failure to return same.
- 9.10 If equipment is lost and/or short returned, then compensation charges by means of sale by loss invoice will be raised and debited to the Client's account. Hire charges will have continued to be levied against the Client's account until an official order number or written confirmation informing PERI of the loss and/or short return has been received.

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10. Breach

- 10.1 In the event of the Client failing to pay any hire charges or purchase price on due date or in the event of the Client failing to comply with any of its obligations in terms of this agreement PERI shall be entitled:
 - 10.1.1 either to insist on specific fulfilment of its obligations by the Client; alternatively -
 - 10.1.2 without notice to the Client cancel the agreement, repossess the equipment and claim arrear hire charges and such damages as it may suffer as a result of the said breach.
- 10.2 Without derogating from the provisions of the preceding clause and while any amount is still payable to PERI, PERI shall be entitled to immediately repossess the equipment in the event of anyone or more of the following events occurring:
 - 10.2.1 the estate of the Client is provisionally or finally sequestrated or liquidated or the Client becomes financially distressed, as the case may be;
 - 10.2.2 the Client commits an act of insolvency as defined in the Insolvency Act or PERI forms the reasonable belief in all the circumstances that the Client is unable to pay the debt in the ordinary course of business; or;
 - 10.2.3 the Client enters or attempts to enter into a compromise with its creditors.
 - 10.2.4 The Client passes a resolution to begin business rescue proceedings in terms of the Companies Act 71 of 2008 or if business rescue proceedings are proposed or commenced against the Client.

11. Costs

Should PERI refer the matter to its attorneys and/or collection agents for collection pursuant to a breach by the Client of this agreement, then, without prejudice to any other rights which PERI may have, PERI shall be entitled to recover from the Client all legal costs incurred by it from date of hand over on the scale as between attorney and own client including collection commission to which PERI'S attorneys may be entitled according to law, and the costs attendant upon ascertaining the whereabouts of the Client and/or the equipment, irrespective of whether legal proceedings are instituted against the Client.

12. Waiver

No relaxation or indulgence granted by PERI to the Client shall be deemed to be a waiver of any of PERI'S rights in terms hereof nor shall such relaxation or indulgence be a novation of any of the terms and conditions of this agreement. No relaxation or indulgence or extension of time to pay any amount due shall be of any force or effect whatsoever unless reduced to writing and signed by both parties.

13. Address for Notices

The Client hereby appoints its physical address as stated on the face hereof as the address where it will accept service of all notices and legal process(domicilium citandi et executandi)for all purposes arising out of this agreement. The Client may change its address by written notice delivered by hand or sent by registered mail to PERI.

14. Warranties & Guarantees

- 14.1 No warranty whether express or implied as to the condition, state, quality or suitability of the equipment is given by PERI unless such warranty is in writing and signed on behalf of PERI.
- 14.2 No representations regarding the condition, quality, state or suitability of the equipment are binding on PERI unless those representations have, likewise, been reduced to writing and signed by or on behalf of PERI.
- 14.3 PERI will present the Client with technical design and/or drawings if requested by the Client. It will remain in PERI's discretion whether to levy a charge for the above that will be provided for in PERI'S quotation which will be subject to the Client's approval.
- 14.4 Prior to the preparation by PERI of the design, the client undertakes to provide PERI with the health and safety specifications for the construction site prepared by the Client as provided for in terms of Rule 5(1)(c) of the Construction Regulations, 2014.
- 14.5 The Client hereby undertakes to follow PERI's specified steps sufficient to ensure as far as is reasonably practicable that the goods will comply with all prescribed requirements and will be safe and without risks to health when properly used. It is agreed that the undertaking shall have the effect of relieving PERI from the duty imposed upon it by the provisions of section 10 of the Occupational Health and Safety Act, 1993 ("Act").
- 14.6 Under no circumstances whatsoever shall PERI at any time or for any cause whatsoever be held liable for any damage or loss or for any claims for consequential loss and damage which may be sustained by the Client arising from the design criteria referred to above or for any claims made by another person whatsoever arising therefrom in connection with the design criteria, or in connection with this contract and/or the goods, and the Client hereby indemnifies PERI against all such claims.
- 14.7 Notwithstanding anything else contained herein it is agreed that all specifications, illustrations, drawings, diagrams, price lists, dimensions, delivery dates and performance figures as well as oral and/or written advice furnished by PERI and/or its employees or representatives, and representation in regard thereto, are approximate and are furnished for information purposes only and, unless specifically guaranteed in writing by PERI, same shall not form part of the contract nor bind PERI in any manner whatsoever and the lessee admits that he has not been induced to enter into the contract thereby.

15. Indemnity

- 15.1 The Client shall indemnify PERI against and hold harmless from any and all claims, action, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of or connected with, or resulting from the equipment or the lease including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or the return of the equipment. The Client shall further indemnify PERI and hold PERI harmless from all loss and damage to the equipment during the rental period. Client recognises and agrees that included in the indemnity clause, but no by way of limitation, is Client's assumption of any and all liabilities for injury, disability and death of workmen and other persons caused by the operation, use, control, handling or transportation of the equipment during the rental period.

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15.2 The Client shall not have any claim of any nature whatsoever against PERI for any failure by PERI to carry out any of its obligations under the agreement as a result of a vis major, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of PERI, riot, political or civil disturbances, the elements, any act of any State or Government or any other authority, or any cause whatever beyond PERI's control.

16 Exemptions

PERI shall be exempted from and shall not be liable under any circumstances whatever for:

- 16.1 Any defects latent or patent or any direct or consequential damages of any nature resulting therefrom whether in the contemplation of the parties or not, which the Client may suffer as a result of any breach by PERI of its obligations under the agreement;
- 16.2 Any negligence on its part or that of its servants or agents in carrying out any of its obligations under the agreement;
- 16.3 Any claim for any alleged shortage in delivery or failure of the goods to comply with the agreement, unless written notice of the claim is received;

17.1 Cession of Claims

- 17.1.1 The Client and Surety hereby jointly and severally, irrevocably and in rem suam (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of PERI, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Client and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Client and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in securitatum debiti (as security for the debt) and is not an out-and-out cession.
- 17.1.2 Should it transpire that the Client and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Client and/or Surety's reversionary rights.
- 17.1.3 This Cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Client and/or Surety's indebtedness to PERI.
- 17.1.4 For the purpose of giving effect to the foregoing Cession both the Client and Surety hereby nominate, constitute and appoint PERI to be its Attorney and Agent, in rem suam (concerning (in) one's own affairs), with full authority for the Client and/or Surety and in the Client and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Client and/or Surety's behalf and in the Client and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Client and/or Surety's.
- 17.1.5 The Client and Surety agree that, on request by PERI, they shall be obliged to hand over to PERI all books of account, contracts, invoices, documents and the like which it may require for the purposes of ascertaining the amounts due to the Client and/or Surety for the purpose of recovery of payment.
- 17.1.6 The Client and Surety shall be obliged to furnish PERI with a schedule of all debts due to the Client and/or Surety by its debtors monthly and upon demand. Notwithstanding the foregoing, PERI or its nominee shall at all times be entitled to inspect all or any of the Client and Surety's records as PERI deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of PERI hereunder, and PERI shall at all times be deemed to have perfected its security in terms.

17.2 Cession by Supplier

- 17.2.1 Should PERI cede its claim against the Client and surety to any third party ("the Cessionary"), then the above Cession of Claims and Deed of Suretyship shall be deemed to have been given by the Client and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such Cession or at any time thereafter be or become owing by the Client and Surety to the Cessionary (whether acquired the Cessionary by way of Cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the Cession of Claims and Deed of Suretyship as if such Cessionary were PERI hereunder.
- 17.2.2 The Client agrees that if one clause is found to be invalid, this invalid clause does not affect the validity of the remainder of the agreement.

18. Jurisdiction

Both PERI and the Client consent to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court's Act, 32 of 1944, having jurisdiction over their persons by virtue of section 28 of the Act. Despite the foregoing, PERI is entitled, in its sole discretion, to proceed with legal action in any other competent court.

19. Sole Agreement and Non-Variation

- 19.1 The terms and conditions set out herein, and the written terms and conditions set out in the relevant quotation or order acceptance, constitute the whole agreement between parties in respect of any agreement.
- 19.2 No amendment thereof, addition thereto, omission therefrom or consensual cancellation thereof will be valid unless reduced to writing and signed by all the parties thereto. Terms which have not been included herein and in the agreement documents referred to herein, including implied or tacit terms, do not form part of the agreement between the parties and no waiver of any of the terms or conditions of the agreement shall be binding on the parties unless reduced to writing and signed by all the parties hereto.
- 19.2 Each provision of this agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of the agreement shall nevertheless remain binding and continue with full force and effect.

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PERI S.A.	Client

20. PERI Client Portal and E-invoicing

- 20.1 The PERI Client Portal is a PERI Southern Africa web service where all statements and invoices are issued electronically by PERI, for all supplies made and services delivered to the Client and such electronic statements and invoices are made available online to the Client. These Terms and Conditions provisions of this clause 20 shall govern and apply to all electronic statements and invoices transmitted electronically to the Client through the PERI Client Portal. In addition to electronic statements and invoices, electronic copies of delivery and return notes are also available on the PERI Client Portal. All other existing contractual terms between PERI and the Client shall remain unchanged and in full force.
- 20.2 The PERI Client Portal is only available to the Client under the subject to the condition that the Client has accepted the terms and conditions set forth in this clause .20. By accepting the provisions of this clause 20, the Client accepts that PERI will send or make electronic statements and invoices available by electronic means. PERI reserves the right to change or discontinue, permanently or temporarily the service at any time without prior notice. PERI will in that case continue to provide the statements and invoices in paper form or via Peri Client Portal. PERI will not be liable to the Client or any third party for any modification or discontinuance of the service.
- 20.3 By accepting the terms of this clause 20, PERI Client Portal, the Client agrees and consents, to receive its statements and invoices electronically via the PERI Client Portal which shall be equivalent of their current paper based counterpart. This secure online service is provided at no additional cost to the Client.
- 20.4 The user name and password are the means through which the Client accesses its account on the PERI Client Portal. The Client acknowledges and agrees that it is the responsibility of the Client to prevent any unauthorized use, including use by its employees, agents and legal representatives, of the unique username and password which the Client selects.
The Client will be responsible for maintaining the security of its account and keeping its username and password confidential and secure, and the Client is fully responsible for all activities that occur under its account and in connection with the Client 's use of the PERI Client Portal. The Client agrees to notify PERI immediately of any unauthorized use of its account or any other breaches of security. The Client acknowledges and agrees that PERI cannot and will not be liable for any loss or damage resulting from the Client's failure to comply with this security obligation, from shared or unsecured user names and passwords, or for any acts or omissions, of the Client or any of its employees, agents, assignees or e-mail users, including any damages of any kind incurred as a result of such acts or omissions.
- 20.5 To receive this service the Client must designate a billing e-mail address. The Client agrees to continually maintain this billing e-mail address and inform PERI immediately of any changes to such email address. The Client will receive a monthly PERI email notification on this billing e-mail address indicating that statements and invoices are available to the Client for access and/or download. This will be the only means by which PERI will inform you that electronic statements and invoices are available for access and/or download.
- 20.6 The Client will review the contents of its electronic mailbox regularly for the purposes of receiving e-mail notifications. In the event that for any reason the Client is unable to access the PERI Client Portal or a statement or invoice is received in an unintelligible form, the Client shall immediately contact PERI and may request a duplicate copy of the Invoice.
- 20.7 The electronic statements and invoices will be held online and made available to the Client. PERI shall archive electronic statements and invoices in its original electronic format, guaranteeing the authenticity of origin, integrity of the content and readability. After sending or making available of the electronic statements and invoices, all electronic statements and invoices will be securely archived by PERI in a way that is fully compliant with all relevant laws and regulations, for a maximum of seven years or such other period specified in such law and/or regulation. The electronic statements and invoices and their digital signatures may be saved via the Client's Internet Browser.
- 20.8 PERI confirm to meet all legal and SARS requirements concerning electronic invoicing and guarantee integrity, authenticity of origin, readability and non-repudiation of the exchanged electronic statements and invoices.
- 20.9 The Client agrees to defend, indemnify and hold harmless PERI, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to (i) the client use of or connection to the PERI Client Portal, (ii) the client use of any domain name; (iii) Client's content; (iv) Client's breach or violation of any term, condition, representation or warranty of this clause 20; or (v) Client's violation of any rights of others.
- 20.10 Neither Party shall be liable to the other or to any third party, (whether in contract, delict, under statute or otherwise (including in each case negligence)) for any of the following types of loss or damage arising under or in relation to these terms for: any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or any loss or corruption or destruction of data; and/or any special indirect or consequential loss or damage whatsoever; and/or any loss arising from the transmission of viruses, whether or not that party was advised in advance of the possibility of such loss or damage.
- 20.11 PERI is entitled to change the terms, related to the Client Portal and E-invoicing, at any time Should PERI change the terms the Client will be notified of the changed terms. In such circumstances the Client's further use of the PERI Client Portal constitutes acceptance of the amended terms.

21. Capitalised terms shall bear the meaning ascribed thereto in the Protection of Personal Information Act, No.4 of 2013 ("POPI").

The Client indemnifies PERI against any action by the employees of the Client insofar as processing of their personal and special personal information is concerned.

- 21.1 Pursuant to the rights and obligations contained in POPI
- 21.2 The [lessee/purchaser] (as Data Subject), by agreeing to the terms and conditions contained herein, hereby voluntarily authorises and consents to the collection, processing and storage of **the clients and/or its employees** Personal Information and/or Special Personal Information as contained in the [lease/sale] agreement as a whole by PERI (as responsible user), in terms of PERI'S Protection of Personal Information Policy, No 001 ("**POPI Policy**") for the purposes pursuant to the lawful completion, performance and recording of the relevant contract of [lease/sale] and any further possible reasonable and lawful purposes as detailed in the POPI Policy.
- 21.3 This consent is effective immediately from the date of signature of these terms and conditions and will endure for the duration of the existence of the contractual relationship between the [lessee/purchaser] and PERI for a period of 5 years after the termination of the contractual relationship or such other time period as may be provided for in the POPI Policy
- 21.4 The [lessee/purchaser] consents to the further processing of their Personal Information and/or Special Personal Information where such further processing is compatible with the aforesaid purpose for which the Personal Information and/or Special Personal Information was originally collected;
- 21.5 By agreeing to the terms of this consent form, the [lessee/purchaser] expressly and voluntarily consents to the processing of **the clients and/or its employees** Personal Information for the purpose of direct marketing and, by consenting thereto, acknowledges that **the clients and/or its employees** knows and understands that **the clients and/or its employees** may receive marketing materials which may include, but is not limited to, sms's, emails, newsletters, advertisements and the like from PERI

Initials	
PERI S.A.	Client

- 21.6 The [lessee/purchaser] expressly consents to the processing of the clients and/or its employees Personal Information and/or Special Personal Information by way of the trans-border flow of information. This will occur where Personal Information and/or Special Personal Information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on PERI'S behalf. PERI undertakes not to send Personal Information and/or Special Personal Information to another country that does not have information protection legislation of the same standard as POPI in place;
- 21.7 The [lessee/purchaser] expressly consents to the electronic transfer and collection of their Personal Information and/or Special Personal Information by any means, including by e-mail, the details of the security and encryption thereof are contained in PERI'S POPI Policy;
- 21.8 The [lessee/purchaser] has the right to know what information is being kept, how that information is being used, how long that information will be retained, and when PERI will disclose that information.
A copy of PERI'S POPI Policy is available on PERI'S website <https://www.peri.co.za>, wherein all the above information is readily available; and
- 21.9 The [lessee/purchaser] has the right to correct his/her Personal Information and/or Special Personal Information held by PERI. PERI endeavours to keep your information up to date; however, should any of your details have changed please notify PERI of same so that PERI'S records remain as accurate as possible
- 21.10 The [lessee/purchaser] has the right to revoke consent given to PERI in terms of these terms and conditions at any time. Such revocation should be in writing and addressed to PERI'S Information Officer. Revoked consent is not retroactive and will not affect disclosures of information already made.

22. Deed of Suretyship Clauses

- 22.1 The signatory hereto binds himself as surety and co-principal Client in solidum with the Client in favour of the Supplier for the due payment of all amounts which may at any time be payable by the Client to the Supplier from any cause use of action whatsoever and whether acquired by the Supplier by way of cession or otherwise. The terms and conditions of this Sale Agreement shall apply mutatis mutandis (in precisely the same manner), to the Suretyship. The Surety/ies further waives the benefits of excussion and division (by renouncing these benefits, the Supplier becomes entitled to sue any one Surety for the full amount owing without first proceeding against or suing the Client or any other Surety) and of the legal exceptions non numeratae pecuniae (by renouncing this benefit as Surety is precluded from raising the defence that no money of equivalent thereof has passed between the Client and the Supplier) and non-causa debiti (by renouncing this benefit a Surety is precluded from raising the defence that there was no cause of action or reason for the Clients indebtedness to the Supplier) and acknowledges himself to be fully acquainted with the meanings of these terms.
- 22.2 This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the Client's indebtedness to the Supplier. It may not be withdrawn, revoked or cancelled by the Client without the Supplier's prior written consent. Any consensual cancellation or withdrawal of this suretyship by the Client and the Supplier shall only be valid and effective if reduced to writing and signed by both parties thereto.
- 22.3 Any admission of liability by the Client shall be binding upon the surety.
- 22.4 A certificate under the hand of any director or manager of the Supplier (whose appointment need not be proved) as to the existence and the amount of the Client's indebtedness and the surety's indebtedness to the Supplier at any time, as to the fact that such amount is due and payable, the amount of mora interest accrued thereon and as to any other fact, matter or thing relating to the Client's indebtedness to the Supplier and the surety's indebtedness to the Supplier, shall be sufficient and satisfactory proof of the contents and correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Client and/or the surety in any competent court and shall be valid as a liquid document for such purpose.
- 22.5 I/ We hereby guarantee in favour of the Supplier, the payment of all and / or any debts which are the subject matter of this deed of suretyship.
- 22.6 I/ We furnish the guarantee to the Supplier as a principal obligation and assume liability for such principal obligation (as distinct from the corollary obligation referred to elsewhere in this deed of Suretyship).
- 22.7 I/We guarantee payment to the Supplier of any amount which may still be owing to the Supplier subsequent to The Supplier having received any amount from the Client by way of reduction of the Supplier's claim against the Client, whether having received the amount by way of compromise, settlement or pursuant to any business rescue plan as provided for in the Companies Act No.71 of 2008, irrespective of whether the plan provides for the release of the Client, or under any circumstance of whatsoever nature.

SIGNED at [] this [] day of [] 20 []

For and on behalf of PERI []

Name in full: [] ID Number: []

SIGNED at [] this [] day of [] 20 []

For and on behalf of the PURCHASER / LESSEE []

Name in full: [] ID Number: []

SIGNED at [] this [] day of [] 20 []

For and on behalf of the PURCHASER / LESSEE []

Name in full: [] ID Number: []

PERI FORMWORK SCAFFOLDING ENGINEERING (PTY) LTD

Sale agreement clauses – signature section

I, the undersigned [] In my capacity as []

Of the buyer and in my personal capacity hereby warrant that:-

- 1. I am duly authorised by the buyer to sign this agreement on it's behalf and that the above information is true , correct and complete in all respects
- 2. Agree that all transactions concluded with the supplier will be subject to the terms and conditions of sale on the reverse hereof, which i acknowledge having read and understood
- 3. Do hereby acknowledge and agree that by my signature hereto i bind myself, in accordance with clauses 32 to 38 as surety and co-principal buyer in solidum with the buyer in favour of the supplier for the due payment by the buyer of all amounts which may now or at any time hereafter become payable by the buyer to the supplier

Dated at [] On the [] Day of [] 20 []

Signature [] (print name) []

FOR THE "BUYER" AND IN MY PERSONAL CAPACITY AS SURETY AND CO-PRINCIPAL

For and on behalf of the PURCHASER / LESSEE [] []