

- Geotechnical Engineering Services
- Engineering Geology
- Environmental and Groundwater
- Pile Integrity Testing
- Civil Engineering Laboratory
- Earthworks/Materials Supervision & Control
- Geotechnical Monitoring Systems
- Road Pavement Materials and Design
- Project Management

Terms and conditions of credit agreement

I, the Customer, hereby agree to the following credit terms and conditions in connection with my application for credit terms from Geosure(Pty)Ltd. I, the Customer, agree as follows:

1. Whole agreement and acceptance

1.1 The Customer agrees that these terms and conditions:

1.1.1 represent the entire agreement between the Customer and Geosure(Pty)Ltd and that no alterations or additions to them may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Geosure(Pty)Ltd;

1.1.2 will, in the absence of any other agreement, govern all future contractual relationships between the parties;

1.1.3 are applicable to all existing debts between the parties;

1.1.4 are final and binding and are not subject to any suspensive or dissolutive conditions;

1.1.5 expressly exclude any conflicting terms and conditions stipulated by the Customer;

1.1.6 supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by Geosure(Pty)Ltd;

1.1.7 apply to all servants and subcontractors of Geosure(Pty)Ltd.

1.2 Should the Customer be granted an account at Geosure(Pty)Ltd such account is personal to the Customer and is for the sole and exclusive use of the Customer to whom it was granted and the Customer may under no circumstances allow any third party to accept service from Geosure(Pty)Ltd using such account facility.

1.3 These terms and conditions become final and binding on receipt of the acceptance by Geosure(Pty)Ltd at its business address.

2. Personal Suretyship, co-indebtedness, representations, suitability, modifications and alternatives

2.1 The signatory hereby binds himself/herself in his/her personal capacity as Customer's directors, members, owners, partners is required at the sole discretion of Geosure to sign and agree to the Suretyship embodied in the credit application form.

2.2 The Customer acknowledges that it does not rely on any representations made by Geosure(Pty)Ltd in regard to the services or any of its qualities leading up to this agreement other than those contained in this agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Geosure(Pty)Ltd in respect of services verbally or in writing will not form part of the agreement in any way unless agreed to in writing by Geosure(Pty)Ltd.

2.3 The Customer agrees that neither Geosure(Pty)Ltd nor any of its employees will be held liable for any innocent misrepresentations made to the Customer.

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Reg.92/03/145/07

2.4 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

2.5 The Customer agrees to pay all costs resulting from any acts or omissions of the Customer including suspension of work, modification of requirements, failure or delay in giving particular authority to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

2.6 The Customer is responsible for payment. Geosure will not re-invoice to third parties.

3. Quotations

3.1 All quotations will remain valid for a period of 30 days only from the date of the quotation.

3.2 The prices quoted are subject to any increases in the cost price, including current fluctuations, of Geosure(Pty)Ltd before acceptance of the order.

4. Delivery, risk, repair, credit return policy

4.1 The Customer hereby confirms that the services on the invoice issued duly represent services ordered by the Customer at the prices agreed to by the Customer and, that the services were inspected and that the Customer is satisfied that these conform in all respects to the quality of work and are free from any defects.

4.2 Notwithstanding the provisions of section 4.1 above, all orders or variations to orders, whether verbal or in writing, shall be binding and subject to these standard terms and conditions of sale and may not be cancelled.

4.3 Any delivery note or waybill (copy or original) signed by the Customer or a third party engaged to transport the report shall be conclusive proof that delivery was made to the Customer. Electronic submission of report to Customer is also conclusive proof of delivery by Geosure (Pty) Ltd.

4.4 The risk of damage to, destruction or theft of goods shall pass to the Customer on receipt of any order placed in terms of this agreement.

4.5 Performance times given are merely estimates and are not binding on Geosure(Pty)Ltd.

5. Guarantees, liability and safety

5.1 No claim under this agreement shall arise unless the customer has, within 3 (three) days of the alleged breach or defect occurring, given Geosure(Pty)Ltd 30 (thirty) days' written notice by prepaid registered post to rectify any defect or breach of agreement.

5.2 To be valid, claims must be supported by the original delivery note, or invoice, or tax invoice, or letter of appointment.

5.3 Any technical advice supplied to the Customer shall be prepared in good faith, in the context of the laws in force at that time, and on the basis of the information disclosed by the Customer to Geosure(Pty)Ltd. Geosure(Pty)Ltd accepts no responsibility for changes in law or any loss or damage incurred by the Customer arising out of a failure by the Customer to disclose all relevant facts and circumstances necessary for the preparation of the technical advice.

6. Payment

6.1 The Customer agrees that the amount contained in an invoice or tax invoice issued by Geosure(Pty)Ltd shall be due unconditionally within the granted credit period as specified on the *Application for credit* from the date of an invoice or tax invoice being issued by Geosure(Pty)Ltd.

6.2 The Customer agrees to pay the amount on the tax invoice at the offices of Geosure(Pty)Ltd or by electronic transfer. Cash payments need to be agreed by Geosure (Pty) Ltd.

6.3 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Geosure(Pty)Ltd, reduced to writing and signed by the Customer and a duly

authorised representative of Geosure(Pty)Ltd.

- 6.4 The Customer is not entitled to set off any amount due to the Customer by Geosure(Pty)Ltd against this debt.
- 6.5 Cheques will only be accepted as a means of payment if prior written arrangements have been made with Geosure(Pty)Ltd management, but the risk of payment by cheque through the post shall remain with the Customer.
- 6.6 The Customer shall be liable for any fees incurred by Geosure(Pty)Ltd with regard to dishonoured cheques.

7. Evidence and interest

- 7.1 The Customer agrees that the amount due and payable to Geosure(Pty)Ltd may be determined and proven by a certificate issued and signed by any Manager/Director of Geosure. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 7.2 The Customer agrees that in the case of late payment, interest shall be payable to Geosure(Pty)Ltd on the overdue monies which shall be calculated at the prime overdraft rate of Geosure(Pty)Ltd's bankers plus five percent from the date of invoice.

8. Remedies

- 8.1 The Customer agrees that if an account is not settled in full within the period agreed in clause 6.1 above, Geosure(Pty)Ltd is:

- 8.1.1 entitled to institute action immediately against the Customer at the sole expense of the Customer; or

These remedies are without prejudice to any other right Geosure(Pty)Ltd may be entitled to in terms of this agreement or in law. Geosure(Pty)Ltd reserves its right to stop service immediately on cancellation or on non-payment.

- 8.2 A credit approved customer will forthwith lose this approval when payment is not made according to the conditions of 6.1.

- 8.3 In the event of cancellation Geosure(Pty)Ltd is entitled not to deliver any undelivered balance of a contract and to recover any loss sustained thereby from the Customer.

10. Legal expenses, indulgence and jurisdiction

- 10.1 The Customer shall be liable to Geosure(Pty)Ltd for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by Geosure(Pty)Ltd in the event of:

- 10.1.1 any default by the Customer; or

- 10.1.2 any litigation in regard to the validity and enforceability of this agreement.

The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Geosure(Pty)Ltd may demand.

- 10.2 The Customer agrees that no indulgence whatsoever by Geosure(Pty)Ltd will affect the terms of this agreement or any of the rights of Geosure(Pty)Ltd and such indulgence shall not constitute a waiver by Geosure(Pty)Ltd in respect of any of its rights herein. Under no circumstances will Geosure(Pty)Ltd be stopped from exercising any of its rights in terms of this agreement.

- 10.3 The Customer consents to Geosure(Pty)Ltd instituting any action in either the Magistrate's Court or the High Court at its sole discretion.

- 10.4 This agreement and its interpretation is subject to South African law.
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11. General

- 11.1 Any notice shall be deemed duly accepted by the Customer:
- 11.1.1 within 5 (five) days of mailing by prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member, partner or owner of the Customer; or
- 11.1.2 within 24 hours of being faxed to any of the Customer's fax numbers or any director's, member's, partner's or owner's fax numbers; or
- 11.1.3 on being delivered by hand to the Customer or any director, member, partner or owner of the Customer; or
- 11.1.4 within 48 hours if sent by overnight courier.
- 11.2 The Customer chooses domicilium citandi et executandi at the business address or the physical addresses of any director (in the case of a company), member (in the case of a close corporation) or of the owner(s) or partner(s).
- 11.3 The Customer undertakes to inform Geosure(Pty)Ltd in writing within 7 (seven) days of any change of director, member, shareholder, owner or partner or address or 14 (fourteen) days prior to disposal of the Customer's business and failure to do so will constitute a material breach of this agreement.
- 11.4 The Customer hereby consents to the storage and use by Geosure(Pty)Ltd of the personal information that it has provided for establishing its credit rating and to Geosure(Pty)Ltd disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Geosure(Pty)Ltd will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a specific third party.
- 11.5 Geosure(Pty)Ltd reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances.
- 11.6 Geosure(Pty)Ltd may, at its sole discretion, levy charges in respect of copy documentation requested by the customer.
- 11.7 The invalidity of any part of this agreement shall not affect the validity of any other part.
- 11.8 Any order or supply is subject to cancellation by Geosure(Pty)Ltd due to force majeure including but not limited to inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- 11.9 Any order or supply is subject to cancellation if the Customer breaches any term of this agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.
- 11.10 The Customer agrees that Geosure(Pty)Ltd will immediately and irrevocably be released from any contractual damages and penalty obligations should any event in clause 11.8 or 11.9 occur.
- 11.11 Unless the context clearly indicates a contrary intention, any expression which denotes:
- 11.11.1 any gender includes the other genders;
- 11.11.2 a natural body includes a body corporate and vice versa;
- 11.11.3 the singular includes the plural and vice versa;
- 11.11.4 headings are for convenience only and are not to be taken into account for the purpose of interpretation.
- 11.12 Geosure(Pty)Ltd retains all intellectual property in its drawings, specifications, data, and all other documents prepared by Geosure(Pty)Ltd for the Customer in whatever medium.
- 11.13 Any know-how, information or documents supplied at any time by Geosure(Pty)Ltd to the Customer shall be treated as confidential and shall not be disclosed by the Customer to any third party.
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Applicant's name (Please type or print)

.....
Position/title

On behalf of(Company name)

.....
Signature

.....
Date
