



Barloworld Motor Retail

Barloworld Motor Retail South Africa

A division of Barloworld South Africa (Pty) Ltd and
Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank
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Reg No. 1946/021661/07 FSP Licence No. 11338

APPLICATION FOR AN ACCOUNT FACILITY, GENERAL CONDITIONS AND PERSONAL DEED OF SURETYSHIP

Consent to accessing and listing of records and information

The applicant hereby acknowledges, agrees and consents that:

- a) For the purpose of opening a facility and the establishment of the requested limit, the Applicant/Customer hereby authorises the Company to do a complete and extensive credit worthiness assessment of the Applicant/ Customer. Such assessment may include enquiries with any Credit Bureaux and/or the National Credit Register
- b) In the event of this account going into default, all relevant information may be listed with any Credit Bureaux and any such information may be forwarded or disclosed to any applicable Industry Forums. Such recorded information may be used by other lenders in assessing any application for a facility by the Applicant/Customer for debt tracing and fraud prevention purposes.
- c) The existence of this account may be recorded with a Credit Bureaux and the National Credit Regulator.
- d) Details of how the account is conducted by the Applicant/Customer may be recorded electronically with Credit Bureaux, the National Credit Regulator and Industry Payment Profile System. The information listed and recorded may be shared with other users for the purpose of assessing credit worthiness, debt tracing and fraud prevention purposes.
- e) The Company may search the files of Credit Bureaux, which will keep a record of that search.
- f) Where this account is in arrears, any outstanding sum that is not liquidated in full on due date and / or a payment instrument is dishonoured, the Company is hereby authorised to, disclose such arrears or failure to a Credit Bureaux, Industry Form or credit grantor.

Annexure A:

1. Type of Business
Sole Owner Partnership (Pty) Limited Close Corp. Other
2. Registered Company Name: _____
3. Trading as: _____
4. Physical Address: _____
5. Registration No: _____ Date Business Started: _____
6. Postal Address: _____
7. Telephone No.: _____ Fax No.: _____ Type of Business: _____ VAT No: _____
8. Cell No: _____ 9. Email Address: _____
10. Auditors/Accounting Officer/Bookkeepers Name + Telephone No.: _____
11. Please state if this Facility is for Parts or Service or Both
Parts Service Parts & Service

FULL NAMES OF OWNERS/PARTNERS/DIRECTORS/MEMBERS	IDENTITY NO DATE OF BIRTH	RESIDENTIAL ADDRESS	TELEPHONE NO.

TRADE REFERENCES				TERMS	ACC.VALUE
1. Name		Tel No			
2. Name		Tel No			
3. Name		Tel No			
4. Name		Tel No			
5. Name		Tel No			

DETAILS OF PROPERTY OWNED BY COMPANY / CC / PARTNERS / PROPRIETOR AND DIRECTORS					
ADDRESS	STAND NO.& TOWNSHIP	ESTIMATED VALUATION	BOND HOLDER	AMOUNT OF BOND	IN WHOSE NAME IS THE PROPERTY REGISTERED
		R		R	
		R		R	

Has the Company/CC/Partnership issued/signed any Guarantees in favor of other Creditors? – YES NO

Have the Directors/Partners/Members issued/signed any Guarantees in favor of any Creditors? – YES NO

If YES please specify _____

Are your latest Financial Statements available for inspection? – YES NO

Name of person in actual control of Business _____ Accounts Department Contact Mr. /Mrs.: _____

BANK	BRANCH	BANK ACCOUNT

I/we will abide by your normal terms of the facility which are 30 days from date of statement. I/we do hereby accept the Conditions of Sale And General Conditions of Contract for work to be carried out as set out in this document. I/we further agree that these conditions will be applicable to all contracts for the purchase of goods from the supplier or repair of goods by the supplier. I/we sign of my/our own free will and with full knowledge and understanding of the contents hereof, and I am/we are duly authorized in doing so.

- (a) I/we hereby select and nominate the address stated in Section A Clause 4 above as My/Our Domicillium Citandi et Executandi for service upon Me/Us of all notices and processes in connection with any claim arising out of granting of facilities to Me/Us.
- (b) Should I/we at any stage change the form of legal entity or name of ownership under which the account and facilities are being used, or My/Our address (as in Section A clause 1 and in the applicable sections following thereafter) I/we undertake to notify you accordingly in writing by registered post within 10 days as from the date when the change takes effect. I/we furthermore indemnify Barloworld Motor Retail South Africa A division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank against any loss or damage which may result from such change or from failure on my/our part to notify Barloworld Motor Retail South Africa A division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank of such change.

Fleet Composition:	MAKES	MODELS	AVERAGE AGE	FINANCED	FREEHOLD

All signatories to this document are required to initial the bottom right hand corner of Page s 3, 4, 5 & 6 and sign Pages 2 & 7

This application is based on your compliance and acceptance of our terms of 30 days.

Signed at: _____ this _____ day of _____ 20_____

Signature/s of Applicant or its duly authorized Representative: _____

Name of Authorized Representative: _____

Capacity: _____

- If the signatory is not a Member, Director, Partner or Sole Proprietor of the business then a copy of a proxy is required allowing a representative to sign on behalf of the business.

DEED OF SURETYSHIP

I/We, the undersigned

(Print Full Name and insert Identity Number)

do hereby bind Myself / Ourselves jointly in my/our personal capacity as surety for and co-principal debtor in solidum with the Customer in favour of the Company for the due performance of any obligation of the Customer and for the payment to the Company by the Customer of any amounts which may now or at any time become owing to the Company by the Customer from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the Customer acquired by way of cession. This suretyship shall be a continuing covering guarantee surety which may only be cancelled in writing by the Company and then only, in the event that all sums then owing by the Customer (whether due or not) to the Company have been paid in full. I/we hereby renounce the benefits of the legal exceptions (benefit of Excussion and Division) and the session of Action, with the force, meaning and effect with which I/we declare myself/ourselves to be fully acquainted. I/we furthermore bind myself/ourselves irrevocably to all the terms and conditions set out in this application;

I/We hereby consent in terms of Section 45 of the Magistrate’s Court Act 1944, to the Company taking any legal proceedings for the recovery of monies claimable hereunder or otherwise in the Magistrate’s Court for any district having jurisdiction in respect of My / Our person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing the Company shall be entitled in its discretion to take any such legal proceedings in any other court of competent jurisdiction and in either event the Company shall be entitled to claim costs as between attorney and own client.

In the event of the Company having to institute action against me/us, I/we undertake to pay the costs thereof on the scale as between attorney and own client including collection, commission and tracing fees.

I / We select as *Domicilium Citandi et Executandi* (Physical address for serving any legal documents)

at which address all monies and communications may be addressed to me/ Us and I / We agree that all notices addressed to Me / Us at the said address and despatched by prepaid registered post shall be deemed to have reached Me/ Us on the tenth day after the day of posting, the Surety will be deemed to have received the hand delivered notice on the day of delivery.

The liability of one of us mentioned above is not dependant upon the signature of the other of us. I / We shall not prove a claim against the estate of the Principal Debtor in competition with the Company. Neither extension of time, indulgence or waiver afforded by the Company to the Principal Debtor, nor any other arrangement between them shall prejudice or affect the Company’s rights against Me / Us.

In the event of the Company ceding any of its claims against the Principal Debtor to any third party, then this Suretyship will be deemed to have been given by the Surety to such cessionary, provided that the Surety is notified of such cession by written notice to that effect given by the Company.

I/we having read and understood the terms and conditions of this agreement as set out hereunder, accept and agree that same will be binding to all transactions concluded between the Facility Provider and the Consumer.

That any purported deletion, alteration or amendment of the provisions and/or terms and conditions of this facility application form by myself/ourselves and/or the Customer shall be of no force and effect and such provisions and/or terms and conditions purportedly deleted, altered or amended shall remain in full force and effect, unless such deletion, alteration or amendment is agreed to in writing by a duly authorised Manager or Director of the Company and the Customer.

This surety is signed at: _____ this _____ day of _____ 20 _____

Signature/s: _____

Witnesses:

1. _____

2. _____

Print Name and Telephone Number

Print Name and Telephone Number

Initial _____

TERMS AND CONDITIONS

1 FACILITIES AND LIMITS

- 1.1 The Customer may, at any stage after entering into the agreement with the Company request a temporary increase in the limit to accommodate a particular transaction or specified occurrence, on condition that the request is in writing and that the Company approves the request.
- 1.2 Should the Customer require an increase in the agreed Facility Limit, a written request must be submitted to the Company together with authorisation for the Company to do a complete assessment of the Customer's ability to service the new increased facility limit.
- 1.3 In the event that an assessment mentioned in any one of the paragraphs above proves that the Customer is not capable of servicing the Facility Limit which has been applied for, the Company reserves the right to offer the Customer a reduced Facility Limit.
- 1.4 Should the Customer require a decrease in the agreed Facility Limit, a written request must be submitted to the Company. Such decrease shall become effective 30 business days after the receipt of the written request by the Company.
- 1.5 The Company reserves the right to withdraw any facility at any time without prior notice and the nature and extent of such facilities shall at all times be at the Company's sole discretion.

2 PRICE

- 2.1 The price of the goods or services shall be the prevailing price at the time of the despatch of the goods and/or any work carried out unless otherwise agreed in writing.
- 2.2 The contract price is strictly nett and not subject to any discounts.

3 PAYMENT

- 3.1 Cash on Delivery (COD) – payment to be made in cash, Electronic Funds Transfer (EFT) and Bank Guaranteed Cheques, free of bank charges and/or any set off. The Customer hereby agrees that the Company may retain the vehicle, or any other item on which work is performed, as security for the payment of the contract price, and may retain such vehicle or goods until the contract price is paid in full. Any goods and or services paid/not paid for and not collected within 60 days may be advertised and sold to defray any expenses the Company may have incurred.
- 3.2 Payment terms (other than COD) shall be 30 days from date of statement unless otherwise agreed.
- 3.3 Should the Customer fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever, the Company shall be entitled to withdraw or reverse any agreed discount on the purchase price.
- 3.4 In all cases where the Customer uses a postal, banking, electronic or similar method or service to effect payment, the supplier of such method or service shall be deemed to be the agent of the Customer;
- 3.5 The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to the Company for goods delivered or service rendered and the consumer will not be entitled to stay any action instituted by the Company pending the adjudication of any counter claim of the Customer.
- 3.6 Should any amount not be paid by the Customer on the due date the whole amount in respect of all purchases by the Customer shall immediately become due, owing and payable irrespective of the dates on which the goods were purchased? The Customer agrees that interest on overdue accounts will be charged at the maximum rate permissible by law.
- 3.7 The Company shall have the right to suspend all services until all amounts or accounts due and payable by the Customer are paid in full and the Company is authorised to retain possession of the vehicle or any other items on which work is performed or part(s) supplied as security for payment.

4 FACILITY

- 4.1 Any goods and or services paid/not paid for and not collected within 60 days from date of statement will be advertised and sold to defer any expenses the company may have incurred.
- 4.1.1 Until payment is made in full by the due date, the Company will suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under this agreement; or
- 4.1.2 Terminate any facility granted to the Customer, whether under this agreement or not, or terminate the agreement
- 4.2 The Customer agrees that in the event of any form of payment being dishonoured or short paid, the Company shall be authorised to immediately suspend the Facility of the Customer and may furnish the details thereof to any appropriate Credit Bureaux or similar institution, who may use such information for the purpose of assessing the future facility worthiness of the Customer. In addition, the customer will be liable for any costs so incurred.
- 4.3 The Customer must ensure that any payment made is made in such way and in such time frame to facilitate the reflection of the payment on the Company's bank statement by close of business on the last working day of the month.

5 ORDERS

- 5.1 Orders by the Customer for the Company's goods/services shall be made in writing to such address as may be nominated by the Company from time to time.
- 5.2 Verbal orders shall similarly be capable of acceptance by the Company, but the Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to submit orders in writing.
- 5.3 Orders shall constitute irrevocable offers to purchase the goods/services in question and shall be capable of acceptance by the Company by the delivery of the goods or by the written acceptance or confirmation or the order.
- 5.4 In the event of a negotiated deal or quotation for the price and volume of goods and services, the period for acceptance of the negotiated deal or quotation will be the period as stated on the quotation. The price per the quotation will on acceptance of the Customer's order, apply in respect of sales and services. In the event of the quotation not specifying the aforementioned periods:
- 5.4.1 The estimate is open for acceptance for a period of three (3) days calculated from the date of the estimate.
- 5.4.2 The price will, on acceptance, only apply in respect of sales and services for a period of five (5) days calculated from the date of acceptance or as stipulated in the agreement.

6 DELIVERY

- 6.1 Unless otherwise agreed, the Customer is liable for any transport costs of goods from the premises of the Company to any delivery addresses of the Customer.
- 6.2 In the event that the Company transports the goods to the Customer, delivery and passing of the risk in the goods shall be deemed to have taken place when the goods are delivered at the Customer's premises. The signature of any employee or representative of the Customer on a Company's delivery note or invoice shall be prima facie proof of proper delivery.
- 6.3 In all cases where delivery to the Customer occurs by carrier, the carrier shall be the Customer's agent, and delivery to such carrier by the Company shall be deemed to be delivery to the Customer. The signature of any employee of the carrier shall be prima facie proof of proper delivery to the Customer.
- 6.4 Should the Company, at the Customer's request agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and the Company shall engage the carrier on such terms and conditions as it deems fit and the Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur.
- 6.5 Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Customer.

- 6.6 Whilst every effort will be made to despatch goods as advised, the Company does not guarantee despatch on any specific date and shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason beyond the Company's reasonable control, including but not limited to, inability to secure transport, labour, power, materials, equipment or supplies or by reason, due to so called "acts of God", war, civil unrest, riots, state of emergency, strikes, exclusion and or any other labour dispute, fire, floods, drought or legislation.
- 6.8 Should the parties agree that part deliveries may take place, and goods are subsequently delivered in part, invoices relating to separate deliveries shall be paid as if such goods were the subject of a separate order and no payment shall be postponed until such time as all the goods ordered have been delivered?
- 6.9 If the Customer fails to take delivery of the goods ordered, or in any way delays the delivery of goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Company the reasonable costs of storing, insuring, and handling the goods, until date of delivery;
- 6.10 The Customer shall be barred from lodging any claim in respect of discrepancies between goods charged and goods delivered, unless the Customer has specified on the delivery note the nature of the discrepancy when taking delivery.
- 6.11 The Company shall not be strictly bound by any date(s) agreed upon in the contract for completion of the work but shall make all reasonable efforts to complete work by such date(s).

7. SUB-CONTRACTORS

All or any part of the work to be carried out by the Company may be carried out by it or on its behalf by any agent or subcontractor appointed by the company, whether on the premises of the company or not.

8. WARRANTIES AND INDEMNITY

- 8.1 The Company shall be exempt from and shall not be liable under any circumstances for:
 - 8.1.1 Any indirect or consequential damages of any nature or any loss of profits or other special damages of any nature which the Customer may suffer as a result of the use of any parts supplied or services rendered and/or any breach by the Company or any of its obligations under the contract;
 - 8.1.2 Any loss of or damage to any property of the Customer delivered to the company for the purposes of the contract, even if the loss or damage arises out of any negligence on the part of the Company, its servants, agents or subcontractors;
 - 8.1.3 Insofar as any of the work to be performed by the Company in terms of the contract is carried out by any of its servants, agents, subcontractors, the provisions of clause 8.1.1 above are stipulated for their benefit as well as for that of the Company, and they shall each be exempted accordingly;
- 8.2 In the event of the Customer purchasing parts from the Company, it is expressly agreed that the Company provides no warranty that the parts supplied will be fit for the purpose for which they may be intended by the Customer;
- 8.3 The Company shall not be liable for any loss caused by parts failure where parts are sold to the Customer and are thereafter fitted to any vehicle or equipment by the Customer. It is hereby agreed that this exclusion shall cover the Company and exempt it from loss for all and any damages suffered by any Customer, whether such loss relates to loss of profit or damages, whether direct or indirect, consequential or otherwise, foreseen or otherwise.
- 8.4 No warranty or guarantee in respect of the work performed shall be provided by the Company save where the Company provides an express warranty or guarantee in writing and which is intended by the Company to form part of the agreement.
- 8.5 The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any or all of its obligations under the contract where such failure is caused either directly or indirectly, or partly, by any circumstance which is beyond the reasonable control of the Company.
- 8.6 The Company shall not be responsible for any loss or damage howsoever caused to or suffered by the Customer in respect of any vehicle, items in any vehicle, items or equipment on the premises of the Company, its agent, or subcontractor whilst performing work on the vehicle or equipment. It is agreed that the company shall expressly be exempted from all liability in respect of any loss or damage, unless such loss or damage was caused as a result of the gross negligence of the Company, its employees, agents or subcontractors.
- 8.7 Notwithstanding anything to the contrary contained in this agreement, the maximum cumulative liability of the Company in terms of this agreement, shall never exceed an amount of R100 000,00(one hundred thousand rands), and shall be limited accordingly.

9. NEGOTIABLE INSTRUMENTS

Any negotiable instrument received by the Company from the Customer shall not be an ovation of the debt for which it is given and the Customer waives presentment, notice of dishonour and protest where applicable.

10. STRIPPING, DISMANTLING OR INSPECTING

- 10.1 In the event of it being necessary to strip, dismantle or inspect any equipment in order to prepare an estimate for repairs, the following conditions shall apply:-
 - 10.1.1 The Company shall be entitled to strip, dismantle or inspect the equipment to such an extent as it may deem necessary in order to prepare the said estimate;
 - 10.1.2 The Customer shall be liable for all costs incurred by the Company in stripping, dismantling or inspecting the said equipment and any related fees which shall be charged at the Company's current rates; and
 - 10.1.3 In the event of the Customer not accepting the Company's estimate, the Customer shall accept and remove the equipment in its dismantled condition or form, provided that the Customer shall only be permitted to remove the equipment once payment has been made to the Company in respect of the reasonable expenses incurred in the stripping, dismantling, inspecting or preparation of the estimate.

11. STORAGE

Notwithstanding anything to the contrary and in amplification it is specifically agreed that should the Customer not collect any goods, work performed on any vehicles or vehicles at the appropriate time, or should the Company for any other reason have to store the goods, the Company shall not be liable for any loss or damage of the goods, irrespective of how such loss or damage occurs, and irrespective of whether it is in any way attributable to the negligence of the Company of any of its servants, agents or subcontractors. The Company shall be entitled to levy reasonable storage charges as well as any other charges incurred in the preservation of the goods.

12. DRIVING OF VEHICLES

- 12.1 Where the work performed involves the servicing, maintenance, and / or repair of any vehicle belonging to the Customer, the Customer hereby authorises the Company, or any of its employees, agents or subcontractors, to drive the vehicle for the purposes of testing/diagnosing/removing the vehicle to and from the premises of any subcontractor or Customer/ - Driving the vehicle within the workshop of the Company or any subcontractor/road testing on public roads
- 12.2 The Customer hereby acknowledges that any such driving shall be at the sole risk of the Customer unless any loss or damage was caused by the gross negligence of the Company, its employees, agent or sub contractors.

13. LEGAL PROCEEDINGS AND RELATED MATTERS

- 13.1 Regardless of the place of execution or performance in terms of this agreement, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and construed in accordance with the laws of the Republic of South Africa;
- 13.2 Either party to the contract between the Company and Customer shall at its election be entitled to bring any action or proceedings to enforce its rights in terms of the contract, in the Magistrate’s Court, notwithstanding the fact that any such action or proceedings may otherwise have been beyond the Jurisdiction of such Court. This clause shall constitute the consent to bring such proceedings in the Magistrate Court as contemplated in section 45 of the Magistrate’s Court Act (no. 32 of 1944) or any statutory modifications or re-enactments thereof for the time being in force, provided that nothing will preclude any party from instituting action in the High Court if it so elects.
- 13.3 The Customer shall pay all legal costs, including attorney/own client costs, tracing agent’s fees and collection charges which the Company may incur in taking any steps pursuant to any breach of these terms and conditions by the Customer.
- 13.4 The Customer agrees that any payments made on an account shall in the first instance be offset against accrued interest charges, thereafter against collection fees and legal fees, and finally against the deferred capital balance on the account.
- 13.5 The Customer’s physical address as given in this document, shall be recognised as the Consumer’s *domicilium citandi et executandi* (physical address chosen for the serving of all legal documents) for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.
- 13.6 In terms of the Act, unless the Customer objects to the correctness of any entry on any statement, delivery note or invoice in writing within five (5) business days before the due date of payment of such statement, delivery note or invoice, it will be deemed that the Customer accepts that the entries are correct and he does not dispute such entries.
- 13.7 It will not be necessary for the Company to prove that the documents referred to in clause 13.6 were received by the Customer. In the event of the Customer not receiving any of the documents referred to in clause 13.6, the Customer must timeously acquire a duplicate from the Company, failing which it will be accepted that the set documents were received by the Customer.
- 13.8 The Customer undertakes to notify the Company within a period of seven (7) days of any change of address or any changes in the information as set out in this agreement.
- 13.9 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.
- 13.10 Should the Consumer;
 - 13.10.1 Fail to comply with any term or condition of this agreement; and/or
 - 13.10.2 Be sequestrated, liquidated or placed under judicial management; and/or
 - 13.10.3 Enter into a settlement or negotiation with creditors; and/or
 - 13.10.4 Allow the granting of a judgement; and/or
 - 13.10.5 Fail to comply with such judgement within 7 (seven) days; and/or
 - 13.10.6 Commit or allow any act that may endanger or prejudice the rights of the Facility Provider, the Company will immediately be entitled to claim payment of the total amount, plus interest and costs payable by the Customer in terms of this agreement.

14. OWNERSHIP AND RISK

- 14.1 The ownership of any goods sold by the Company to Customer shall not pass to the Customer until payment of the full purchase price thereof has been made.
- 14.2 The risk in and to the goods sold hereunder shall pass to the Customer on delivery thereof, notwithstanding the reservation of ownership therein as set out in 14.1.
- 14.3 If third parties try to assert or substantiate rights of any goods in which the company still has propriety rights, the customer shall be obligated to inform the Company of any such action immediately, and the Company shall be entitled to take whatever action it may see fit to protect its rights, including cancellation of the sale and repossession or re-sale of the goods, In the event of any such cancellation of the sale, the Customer undertakes to look after and keep the goods safe until possession or it is resold by the Company and, upon request from the Company, the Customer undertakes to hand over and return the goods to the Company.
- 14.4 The provisions of this clause shall prevail notwithstanding anything to the contrary contained in these Conditions of Sale.

15. CLAIMS

All claims submitted on behalf of the Customer to the manufacturer or any of its agents are to be paid for in accordance with the Company’s Facility terms. The Customer will only receive a credit in the event that the manufacturer or its agent refunds or credit the Company on any claim so lodged, by the Company on behalf of the Customer. It is specifically noted that the Customer will only be refunded the value the manufacturer or its agent deems fit and which is subsequently refunded to the Company. In the event that the manufacturer or its agent repudiates any claim there will be no refund to the Customer.

16. GENERAL

- 16.1 I/We warrant that the directors/partners/members/sole proprietor/trustees/sureties have never been insolvent or associated with any business failure.
- 16.2 This application form, if signed by the Customer and the Company, shall form the facility agreement between the two parties and shall remain in full force and effect until cancelled by one of the parties giving the other 20 business days’ written notice of cancellation. Such cancellation shall not in any way waiver the rights of the parties hereto until the full amounts owing to the Company have been paid in full.

Initial _____

ACCOUNT FACILITY EXTENSION

1. The customer hereby makes application to Barloworld Motor Retail South Africa a division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank for the following facilities from the respective dealerships listed hereunder, subject to the terms and conditions of the Agreement:

Barloworld South Africa (Pty)Ltd trading as..... Ro Metrics Trading (Pty)Ltd trading as.....	Please Indicate dealer choice	Facility applicable to indicated dealership
AUDI DEALERS		
Audi Centre	Bruma	R
Audi Centre Waterfront	Cape Town	R
Audi Centre N1 City	Cape Town	R
Audi Centre	PMB	R
BMW / MINI DEALERS		
Auto Atlantic BMW / Mini	Cape Town	R
Club Motors BMW	Pretoria	R
Club Motors BMW	Randburg	R
FORD / MAZDA DEALERS		
Barloworld Ford & Mazda	Bruma	R
Barloworld Ford & Mazda	Alberton	R
Barloworld Ford & Mazda Parts Hub	Selby	R
Barloworld Ford & Mazda	Pinetown	R
Barloworld Ford & Mazda	Pmb	R
Barloworld Ford N1 City	Cape Town	R
GM DEALERS		
Barloworld GM Bruma	Bruma	R
Barloworld GM Centurion	Centurion	R
Barloworld GM Johannesburg	J H B	R
Barloworld Izuzu Truck Centre JHB	J H B	R
Barloworld GM Zambezi	Montana Pretoria	R
Barloworld GM Ferndale	Cape Town	R
LEXUS		
Barloworld Lexus	Centurion	R
MERCEDES BENZ / JEEP / CHRYSLER / DODGE / MITSUBISHI / FIAT / ALFA DEALERS / FREIGHTLINER		
John Williams	Welkom	R
John Williams Commercials	Bloemfontein	R
John Williams Passenger	Bloemfontein	R
John Williams	Ladybrand	R
TOYOTA		
Barloworld Toyota	Centurion	R
Barloworld Toyota / Hino	Middelburg	R
Barloworld Toyota	Witbank	R
Barloworld Toyota	Menlyn	R
Barloworld Toyota	Tygervalley	R
Barloworld Toyota / Hino	Kuilsriver	R
Barloworld Toyota Parts Centre	Maitland	R
Leach Toyota	Kuruman	R
VOLKSWAGEN DEALERS		
Barons Bellville	Cape Town	R
Barons Bruma	J H B	R
Barons N1 City	Cape Town	R
Barons Culemborg	Cape Town	R
Barons Culemborg Parts Dept	Cape Town	R
Barons Durban	Durban	R
Barons Tokai	Cape Town	R
Barons Pietermaritzburg	Pmb	R
Barons Woodmead	Woodmead	R
LANDROVER / JAGUAR		
Jaguar Land Rover N4	Witbank	R

2. The facility is granted to the customer by Barloworld Motor Retail South Africa a division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank for the purpose of funding the purchase of parts and/or workshop related services from Barloworld Motor Retail South Africa a division of Barloworld South Africa (Pty) Ltd(or its associated business) and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank and for no other purpose.
3. This facility will entitle the customer to purchase from any of the other franchises within Barloworld Motor Retail South Africa a division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank without having to fill in additional forms.
4. It is within the sole discretion of Barloworld Motor Retail South Africa a division of Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd t/a Jaguar Land Rover N4 Witbank to grant or refuse to grant the facility or any part thereof applied for by the customer.

5. **OTHER PROVISIONS UNAFFECTED**

Save as specifically amended in terms hereof, the terms of the Agreement shall be unaffected by the provision thereof and shall remain of full force and effect and shall apply mutatis mutandis to each dealership.

Signed at on this day of 20....

WITNESSES

1. _____

For the **CUSTOMER**, who warrants that he is duly authorized hereto.

2. _____

I/We, the undersigned, do hereby warrant that all the information recorded in this application is true and correct and I/we agree that all transactions concluded with the Company shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions, and without limiting the generality of the afore going, to be bound by the Deed of Suretyship, in so far as the latter relates to the signatories. I/we further confirm that I/we have read understood and agreed to all the provisions contained in this Facility Application form and undertake to notify the Facility Provider immediately in writing of any change in ownership or details contained herein and accept herewith liability for all debts incurred by the Customer.

RESOLUTION COMPANY

CERTIFIED EXTRACT OF CERTAIN RESOLUTIONS FROM THE MINUTES OF A MEETING OF THE

DIRECTORS OF _____
(Company Name)

ON ____ / ____ / ____ AT _____

RESOLVED:

1. That the company applies for and obtain finance facilities from Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd for the purposes of purchasing required for and en furtherance of the business of the company;
2. That the company enters into any agreement including facility agreements or agreements of loan to give effect to the resolution in 1 above;
3. That the company hereby appoint _____ In his/her respective capacity as _____ of the company to agree to the terms and conditions of an agreement to be entered into as provided in 2 above and to sign the relevant agreements and any other document which may be necessary or required to be signed to give effect to the above resolutions;
4. In respect of facility agreements or other agreements of sale or agreements where a company is required to take delivery of goods, that any person is empowered to take delivery of the goods on behalf of the Company and to sign a receipt of acknowledgement of delivery for and on behalf of the Company.

CERTIFIED A TRUE COPY

Full name: _____

Capacity: _____

Signature: _____

CHAIRMAN/DIRECTOR/COMPANY SECRETARY

Who hereby warrants that the proposed transaction set out in 1 above falls within the powers of the company and that the company is duly authorized to enter into such a transaction.

RESOLUTION CLOSE CORPORATION

CERTIFIED EXTRACT OF CERTAIN RESOLUTIONS FROM THE MINUTES OF A MEETING OF THE

DIRECTORS OF _____
(Company Name)

ON ____/____/____ AT _____

RESOLVED:

1. That the company applies for and obtain finance facilities from Barloworld South Africa (Pty) Ltd and Ro Metrics Trading (Pty) Ltd for the purposes of purchasing required for and en furtherance of the business of the company;
2. That the company enters into any agreement including facility agreements or agreements of loan to give effect to the resolution in 1 above;
3. That the company hereby appoint _____ In his/her respective capacity as _____ of the company to agree to the terms and conditions of an agreement to be entered into as provided in 2 above and to sign the relevant agreements and any other document which may be necessary or required to be signed to give effect to the above resolutions;
4. In respect of facility agreements or other agreements of sale or agreements where a company is required to take delivery of goods, that any person is empowered to take delivery of the goods on behalf of the Company and to sign a receipt of acknowledgement of delivery for and on behalf of the Company.

CERTIFIED A TRUE COPY

Full name: _____

Capacity: _____

Signature: _____

CLOSE CORPORATION MEMBER

Who hereby warrants that the proposed transaction set out in 1 above falls within the powers of the company and that the company is duly authorized to enter into such a transaction.



Barloworld Motor Retail

Relevant Documents for assessment of a Facility with Barloworld Motor Retail and Ro Metrics Trading (Pty) Ltd

Sole Proprietor

1. Signed Barloworld Motor Retail Facility Application.
2. Copy of owners' ID document
3. Signed statement of assets & liabilities
4. Three months bank statements - current
5. Three trade references

Partnership

1. Signed Barloworld Motor Retail Facility Application.
2. Copies of partners ID documents
3. Partnership agreement
4. Annual financial statements
5. Three months bank statements - Current
6. Three trade references.
7. Details of the forecast business volumes - turnover
8. Cash flow forecast
9. Resolution.

Close Corporation

1. Signed Barloworld Motor Retail Facility Application.
2. Registered founding statement (CK1) or amended founding statement (CK2)
3. Reservation of name or translated name or abbreviated name (CK7)
4. Copy of the latest founding statement of the corporation.
5. Copy of any membership agreement.
6. Financial statements
7. Three months bank statements
8. Surety ship
9. Resolution
10. Four trade references

Private & Public Company

1. Signed Barloworld Motor Retail Facility Application.
2. Certificate of incorporation (Company not having share capital)
3. Memorandum of association (Company having share capital)
4. Annual audited financial statements.
5. Organogram (if group structure involves holding, investments or operating companies)
6. List of directors or shareholders.
7. Public officer of the company.
8. Company auditors' details if not completed on the application.
9. Full details of holding company.
10. List of associated companies.
11. Resolution
12. Company letterhead.