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Cession Application Form

REGISTERED NAME: _____

REGISTRATION NO: _____

POSTAL ADDRESS: _____

_____ POSTAL CODE: _____

PHYSICAL ADDRESS: _____

_____ POSTAL CODE: _____

TELEPHONE NO.: _____ FAX NO.: _____

CELLPHONE NO: _____ CONTACT PERSON _____

DATE ESTABLISHED: _____ V.A.T. REG. NO.: _____

DETAILS OF PROPRIETORS/MEMBERS/DIRECTORS:

1. FULL NAME: _____ I.D.NO.: _____

POSITION: _____ TEL. NO.: _____

ADDRESS: _____

_____ POSTAL CODE: _____

2. FULL NAME: _____ I.D.NO.: _____

POSITION: _____ TEL. NO.: _____

ADDRESS: _____

_____ POSTAL CODE: _____

3. FULL NAME: _____ I.D.NO.: _____

POSITION: _____ TEL. NO.: _____

ADDRESS: _____

_____ POSTAL CODE: _____

BANKERS: _____

BRANCH: _____ ACCOUNT NO.: _____

I, the undersigned, bind myself jointly and severally as the surety and co-principal debtor in *solidum* in favour of Cobro Concrete (Pty)Ltd., its cessionaries or successors in title for the punctual payment of all amounts due to Cobro Concrete (Pty)Ltd. and the proper discharge of all other obligations which

(hereinafter called the Debtor) may have. I renounce the benefits of division, excursion the exception *non numerata pecuniae causa debiti* and cession of claim, the meaning and consequences of which I understand. My surety will not be affected by any additional sureties, indemnities and other security which Cobro Concrete (Pty)Ltd may obtain to secure the Debtor's obligations or if Cobro Concrete (Pty)Ltd. elects to discharge any such other security or surety. This surety can only be revoked in writing, signed by both myself and Cobro Concrete (Pty)Ltd. I declare that a certificate, signed by a Director of Cobro Concrete (Pty)Ltd shall be *prima facie* proof of the Debtor's total outstanding liabilities. This surety is limited to R _____, excluding interest, charges and costs including legal costs on an attorney and client scale, which I undertake to pay. I submit myself to the jurisdiction of the Magistrate's Court notwithstanding the fact the amount claimed may exceed the jurisdiction thereof. I acknowledge that the above surety was completed before I signed it.

SIGNED AT _____ ON _____ 2021 .

SURETY'S FULL NAME

IDENTITY NUMBER

SURETY'S SIGNATURE

SURETY'S ADDRESS/CHOSEN: _____

SURETY'S *DOMICILIUM CITANDI*

ET EXECUTANDI

WITNESS: _____

SIGNATURE

FULL NAMES

STANDARD CONDITIONS OF SALE

1. GENERAL

These Standard Conditions of Sale are deemed to be included in every Contract of Sale or any other agreement whereby goods are supplied, entered into by Cobro Concrete(Pty)Ltd. (the Company) unless expressly excluded or varied in writing and signed by a Director on behalf of the Company. Conditions contained in customers ordering procedures which purport to override these conditions are for the Customer's internal use only and acceptance of a delivery is evidence of unconditional acceptance of these conditions.

2.DELIVERY

2.1 The products supplied by the Company are normally delivered by ordinary goods service, rail or road transport, to destinations in the Republic of South Africa. Where products are delivered by other methods of transport at the request of the purchaser any additional cost will be charged to the purchaser.

2.2 Whilst the Company will use its best endeavors to deliver the products supplied on the date agreed upon between the Company and the purchaser, the Company does not guarantee delivery of the products on such agreed date and accepts no liability whatsoever for any delays or non-delivery of the products however arising including, but without derogating from the generality of the foregoing, delays occasioned by the negligence of the Company or its servants or agents.

3.DAMAGES AND SHORTAGES

3.1 All products must be examined immediately upon arrival and any claims for damage or shortage must be notified in writing to the carrier and to the Company within three days of the said date of arrival.

3.2 Claims for damage or shortage in transit will not be considered unless supported by seal record and carrier's acknowledgment on freight bill or on all copies of delivery notes.

4.PRICES AND PAYMENT

4.1 Quotations are based on certain costs applicable at the date of the quotation and will be affected by any increases in these costs. Although every endeavour will be made to maintain the prices quoted in the event of such increases occurring, the Company shall have the right to increase the price to the purchaser in respect of products not yet delivered, after advising the purchaser in writing of such a price increase.

When products are sold without quotation they will be charged at prices ruling at the date of dispatch.

4.2 The Company shall be entitled to render statements once a calendar month in respect of any products delivered up to the date of the statement. The purchaser shall pay each statement within 30 days of its date. In event of timeous payment not being made then without prejudice to any other rights the Company may have, such debt shall bear interest at the rate of 2% per month calculated from the due date to date of payment, both days inclusive. In the event of all payments being effected on or before due date then the purchaser shall be entitled to any discount appearing on the reverse hereof. These provisions for payment are essential and material terms of this Contract.

4.3 If default is made by the purchaser in making payment due hereunder, or any final judgment is obtained against the customer and remains unsatisfied for seven days, or the customer omits an act of insolvency or offers to assign his estate or effects or offers to effect a compromise with his creditors or is placed in provisional or final liquidation(voluntary or compulsory) or under provisional or final judicial management or dies, then the Company may (without prejudice to any other remedy it may have) be entitled forthwith to cancel this Contract, retake possession of the products supplied and not paid for, and or recover all monies outstanding and claim damages, terminate the unfulfilled portion of any other Contract with such purchaser until past due payments are made or satisfactory assurance of the purchaser's financial responsibility is received.

5. SPECIFICATIONS

5.1 The Company, having no control over the use of the product will not guarantee finished work in which it is used, nor shall the Company be responsible for the condition of the product after delivery to the purchaser. Any charges incidental to inspection or tests made by or on behalf of the purchaser to determine compliance with specification shall be paid by the purchaser. Any claim on account of non-conforming products or any other cause whatsoever shall conclusively be deemed waived by the purchaser unless written notice thereof is given 60 (sixty)days after date of delivery. The Company shall be given a reasonable opportunity to investigate all claims, and no products may be returned by the purchaser to the Company until after receipt by the purchaser of definite shipping instructions from the Company.

5.2 Delivery of products sold shall be deemed to have been effected:-

5.2.1 in the case of products dispatched by rail, ship or road carrier, upon consignment to the consignee.

5.2.2 in the case of products conveyed by the purchaser's own mode of transport, upon handing over such products to the purchaser's agents.

5.3 On delivery in accordance with the foregoing, risk shall pass to the Purchaser.

6. PERFORMANCE AND LIABILITY

There is no warranty or condition that the products supplied are fit for any particular purpose and the purchaser must use and rely on his own judgment as to their fitness for the purpose intended.

7. LIABILITY

Whilst the Company always endeavors to give its clients accurate and prompt service, any advice, recommendation or information given by the Company and any products supplied and/or delivered by it, is only done on the express condition that the Company is not responsible or in any way liable for any damage, injury, loss or theft which may be suffered or experienced howsoever arising and in particular but without affecting the generality of foregoing, as a result of such advice, recommendation or information or as a result of any products supplied and/or delivered by the Company notwithstanding the fact that such damage, injury, loss or theft may have resulted directly or indirectly through any negligent or wrongful act, omission or error on the part of the Company and/or one or more of its employees, agents, servants or representatives. In addition to the foregoing, in the event of any third party bringing a claim howsoever arising, against the Company as a result of any information, recommendation or advice given by the Company to the purchaser or any products supplied and/or delivered by the Company to the purchaser, whether such claim arises in contract or in delict, the purchaser hereby indemnifies the Company against any such claims.

8. WARRANTIES AND REPRESENTATIONS

The Company shall not be bound or liable for any representations or warranties made by an employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by a Director of the Company.

9. OWNERSHIP

Ownership of the products purchased will only pass from the Company to the Purchaser upon payment for such products, irrespective of the credit terms arranged with the purchaser.

10. LOSS OF PROFITS OR CONSEQUENTIAL LOSS

The Company shall in no circumstances be liable for loss of profit or other consequential loss of any kind whatsoever sustained by the purchaser.

11. Any legal proceedings arising out of or in connection with any sale may, at the option of the Company, be instituted in a Magistrate's Court irrespective of the amount or cause of action and this clause shall be deemed to constitute any consent required by law for that purpose.

DATE:- _____ NAME: _____ SIGNATURE: _____