

**Head Office, Johannesburg**  
 Falcon House, 8 Simmonds Street Cnr. Webber Street  
 Selby 2001 Johannesburg  
 PO Box 260730, Excom 2023  
 Tel: +27 (0) 11 630 1000  
 Fax: +27 (0) 11 630 1229

E-mail: [info@fe.co.za](mailto:info@fe.co.za)  
 Website: [www.fe.co.za](http://www.fe.co.za)

Reg. No.: 85/000666/07



## CREDIT APPLICATION FORM

### SUPPORTING DOCUMENTS CHECK LIST

Supporting Documents to be finished and completed with every application form for Credit to be expedited.	Yes	No
Latest Financial Statement dually signed by Auditor and Director/Member/Sole Proprietor/ Partnership/CC		
List of Assets		
Copy of Rental Lease agreement/Title Deed of Trading Premises		
Letter from Financial Institute stating facility at bank, e.g. overdraft facility		
Cancelled cheque		
Latest Tax Returns		
Consent and authority duly signed		
Attach certificate of incorporation		
Attach VAT certificate		
Attach Tax Clearance certificate		
Attach Memorandum of Association or Register of Directors and Shareholder Certificates).		
Attach Copy of SA green bar-coded identity document		
Attach Resolution by Director/Member/Partnership/CC/Consenting to Credit Application and the terms and conditions of purchase.		
Surety ship to be signed once credit has been approved and to be annexed here to for Head Office.		
Terms and conditions		

**This Document consists of the following sections which need to be completed.**

1. Consent and Authority
2. Credit Application
3. Deed of Suretyship
4. Terms and Conditions

**Bloemfontein**  
 3 Walter Raath Street  
 Ooseinde 9301  
 PO Box 2164  
 Bloemfontein 9300  
 Tel +27 (0) 51 432 4063  
 Fax: +27 (0) 51 432 4661

**Cape Town**  
 Falcon House  
 19 Woodlands Road  
 Woodstock 7925  
 PO Box 99  
 Woodstock 7915  
 Tel: +27 (0) 21 486 8700  
 Fax: +27 (0) 21 448 2485

**Durban**  
 705-707 Chris Hani Road  
 (North Coast Road)  
 Redhill 4051  
 PO Box 201398  
 Durban North 4016  
 Tel: +27 (0) 31 581 6300  
 Fax: +27 (0) 31 563 2321

**Port Elizabeth**  
 25 Mangold Street  
 Newton Park  
 Port Elizabeth 6001  
 PO Box 400  
 Port Elizabeth 6001  
 Tel: +27 (0) 41 391 0800  
 Fax: +27 (0) 41 363 0607

**1. CONSENT AND AUTHORITY**

I hereby give consent and authority as required by Law to Falcon Electronics (and its employees) to use the information supplied to verify and check information for purposes of accessing credit applied for.

**A) The use of your credit information.**

**1. When you apply to us to open an account, this company will: -**

- a) Check our own records for information on: -
  - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
  - ii. Your personal accounts; and if relevant, your spouse or partner's accounts or the accounts of any other person with whom you share income and mutually bear obligations; and
- b) Search credit bureaux for information on: -
  - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
  - ii. Your personal accounts; and if relevant, the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations; and
- c) Check trade references: -
  - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
  - ii. Your personal accounts; and if relevant the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations.

**2. What we do with the information you supply to us as part of the application: -**

- a) Information that is supplied to us may be sent to a credit bureau.

**3. In the processing of your application for credit we will obtain information from credit bureaux for the following purposes: -**

- a) To assess your application for credit, and your level of indebtedness and debt repayment history as required by the NCA; and/or;
- b) Assess risk; and/or
- c) Validate and verify the information which you provide to us including your identity and the identity of your spouse, partner or other directors/partners and/or;
- d) Undertake checks for the prevention and detection of fraud and/or money laundering; and/or
- e) We may use scoring methods to assess this application and to verify your identity;
- f) Any or all of these processes may be automated.

**4. Account management: -**

- a) Once you have an account with us we will supply information to a credit bureau about how you conduct that account.
- b) If you borrow or make use of our payment terms and do not repay in full and on time, this information will be provided to credit bureaux, after we have given you 20 business days notice of our intention to send this information to the credit bureaux.
- c) We may make periodic searches of credit bureaux information to manage your account with us, and to take decisions regarding affordability and/or the risks involved in offering you payment terms.
- d) If you have borrowed from us or made use of our payment terms and do not make payments that you owe us, we will trace your whereabouts using credit bureau information and recover payment.
- e) Supply trade references to credit bureaux. Dated at Johannesburg on this the 06/06/2007.

Done and signed at ..... On This ..... of ..... 20.....  
in the presence of the undersigned witnesses.

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

1. Witness ..... Full Name & Surname: .....

2. Witness ..... Full Name & Surname: .....

**2. CREDIT APPLICATION****Business Information**

1. Trading name of business .....
2. Registered name of business .....
3. Previous trading/registered names .....
4. Incorporated form of business (**attach Certificate of Incorporation**) .....
5. Registration number .....
6. VAT registration number (**attach VAT 103 certificate**) .....
7. Date of establishment of business .....
8. Tax Clearance Certificate number (**attach certificate**) .....
9. Registered name of holding company .....
10. Names of subsidiary and associate companies .....
11. Business activities .....
12. Physical address .....
13. E-mail: .....
14. Are deliveries to be made to this address? If not, then where? .....
15. Postal address .....
- Code .....
16. Are invoices to be sent to this postal address? If not, then where? .....
17. Registered address .....
- Code .....
18. Tel no. ( ) .....
19. Fax no. ( ) .....
20. Premises  Owned  or Leased Name of landlord: .....
21. Postal address of landlord .....
- Code .....
22. Details of  Proprietors  Directors  Members  Partners  
(**attach Memorandum of Association or Register of Directors and Shareholders Certificates**)
23. Full name .....
24. ID No: (**attach copy of ID**) .....
25. Residential Address .....
26. % shareholding / Interest .....

## Banking Details

27. Banker's details: Institution	28. Branch	29. Date opened
30. Account Name	31. Account number	32. On EFT?

## Trade References

33. **Trade Reference 1:** Name .....

34. Tel (    ) .....

35. Address .....

.....

..... 36. Credit limit R .....

37. **Trade Reference 2:** Name .....

38. Tel (    ) .....

39. Address .....

.....

..... 40. Credit limit R .....

41. **Trade Reference 3:** Name .....

42. Tel (    ) .....

43. Address .....

.....

..... 44. Credit limit R .....

45. **Trade Reference 4:** Name .....

46. Tel (    ) .....

47. Address .....

.....

..... 48. Credit limit R .....

49. List all sureties, cession of debtors, notarial bonds, factoring & judgments

.....

.....

.....

50. List all liquidations, sequestrations against the business or its principals

.....

.....

.....

51. Have moratoriums or offers of compromise ever been made to any creditors?

.....

.....

.....

**Contact Information**

52. **Sales Person 1:** .....

53. Position: .....

54. Tel no. ( ) ..... 55. Fax no. ( ) .....

56. Cell Phone number: ..... 57. E-mail Address: .....

58. **Sales Person 2:** .....

59. Position: .....

60. Tel no. ( ) ..... 61. Fax no. ( ) .....

62. Cell Phone number: ..... 63. E-mail Address: .....

64. **Sales Person 3:** .....

65. Position: .....

66. Tel no. ( ) ..... 67. Fax no. ( ) .....

68. Cell Phone number: ..... 69. E-mail Address: .....

**Contact Information**

70. **Accounts Department:** .....

71. Position: .....

72. Tel no. ( ) ..... 73. Fax no. ( ) .....

74. Cell Phone number: ..... 75. E-mail Address: .....

76. **Procurement Officer:** .....

77. Position: .....

78. Tel no. ( ) ..... 79. Fax no. ( ) .....

80. Cell Phone number: ..... 81. E-mail Address: .....

82. **Technical/Support:** .....

83. Position: .....

84. Tel no. ( ) ..... 85. Fax no. ( ) .....

86. Cell Phone number: ..... 87. E-mail Address: .....

88. Are Order Numbers Used?  Yes  No

89. Credit Limit Request R .....

*I/we hereby confirm that above information has been verified and is true and correct. I/we hereby further undertake to inform Falcon Electronics in writing should the said information furnished herein change at any stage.*

Done and signed at ..... On This ..... of ..... 20.....  
in the presence of the undersigned witnesses.

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

3. Witness ..... Full Name & Surname: .....

4. Witness ..... Full Name & Surname: .....

**3. DEED OF SURETYSHIP**

1. I the undersigned, full name: .....

Address: ..... Postal Code: .....

(ID NUMBER) .....

2. I the undersigned, full name: .....

Address: ..... Postal Code: .....

(ID NUMBER) .....

do hereby interpose and bind myself unto and in favor of THE COMPANY (herein after referred to as "The Creditor") as surety in solidum for and co-principal debtor with

.....  
(REGISTRATION NUMBER "THE DEBTOR")

for the due and punctual performance by the Debtor of all his/her/it's obligations to the Creditor arising from any cause whatsoever and whether presently due owing and payable or becoming due, owing and payable in future including but limiting to monies owed, (together with interest, legal costs on the attorney and client scale, collection charges and all other necessary disbursements and expenses), including without limiting the generality of the a foregoing the payment of all amounts which may become owing if the Debtor is provisionally or finally wound up and whether such indebtedness is in respect of damages or arises in any way out of the statutory or other intervention of the debtors liquidator.

3. I agree that all admissions or acknowledgements of indebtedness by the Debtor shall be binding to me; that the Creditors shall be at liberty, without affecting its rights hereunder, to release securities provided by or on behalf of the Debtor by any person, association of persons, firm or company, and to give time to, or compound or make any arrangements with the Debtor or his legal representatives in insolvency, or otherwise; that the Creditor will be entitled to prove a claim in the Debtor's estate for full amount of the Debtor's indebtedness to it at the date of and in the event of liquidation, or assessment of the Debtors estate or any composition or arrangement with its Creditors to the exclusion of my rights (if any) to prove a claim unless and until the Creditor's claim has been fully satisfied that any monies received, recovered or realised hereunder by the Creditor may be treated as cash security from me for as long as the Creditor shall think fit without any intermediate obligation or its part to apply such monies or any part thereof in or towards the discharge of the indebtedness to the Debtor or to the Creditor and the Creditor is hereby authorised irrevocably to apply such money to such debts of the Debtor as and when the Creditor in its sole discretion may think fit.

4. In the event of the Debtor being placed in provisional or final liquidation:

a) No dividends or payments which the Creditor may receive from the Debtor or from its liquidator or other surety, shall prejudice the Creditor's right to recover from me to the full extent of this suretyship any sum which, after receipt of such dividend or payment will remain owing to the Debtor, and on the Debtor being wound up, the Creditor shall be-entitled notwithstanding any payments received by it from me or any other surety, to prove against the estate of the Debtor the full amount of indebtedness of the Debtor to the Creditor as of the date of winding up.

b) I undertake not to make or submit for proof any claim against the Debtor or the estate of the Debtor until all amounts owing by the Debtor to the Creditor have been paid and discharged in full, unless the written consent of the Creditor shall first have been obtained.

c) Any payment or dividend to which I may become entitled directly or indirectly, whether by reason of having paid the Creditor any sum hereunder or having signed this document, or for any other reason, and all my rights against the Debtor will belong to the Creditor and this document shall operate as a present cession thereof to the Creditor (as additional security to and without affecting my liability under this document) who shall be entitled in respect thereof to prove against and vote into the Debtor's estate.

## CREDIT APPLICATION FORM

5. I hereby renounce the benefits of excussion, division, non numeratae pecuniae, non cause debit, revision of accounts and no value received, with the full force and effect of which I am acquainted.
6. I agree and declare that this suretyship is in addition and without prejudice to any other suretyship or securities now or hereafter held by the Creditor and shall remain in force as a continuing security notwithstanding any intermediate settlement of accounts and notwithstanding my legal disability. Any notice of termination by my liquidator shall not affect my liability hereunder for, and I shall remain fully liable in respect of any sum or sums due to or owing by the Debtor at the date of receipt of such notice or the cause of which arose prior to the receipt of such notice. For the purpose of this paragraph a cause of debt shall be deemed to have arisen prior to the receipt of notice terminating this suretyship if such Debtor arises from an agreement entered into by the Debtor prior to the receipt of such notice or by reason of any breach or default by the Debtor under such agreement.
7. I hereby consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the Supreme Court. It shall nevertheless be entirely within the Creditor's discretion as to whether to proceed against me in such Court or any other Court having jurisdiction.
8. I further specifically agree that in the events of any amounts being claimed from me by the Creditor under this Deed of Suretyship, a certificate under the hand of any manager of the Creditor (whose appointment it shall not be necessary to prove) shall be sufficient and conclusive evidence as to the amount of my liability hereunder for the purpose of enabling summary judgment to be obtained against me under and in terms hereof in any Court of competent jurisdiction.
9. I hereby waive presentment, notice of dishonor and protest of any promissory note, bill of exchange, or other negotiable instrument now or hereafter made, drawn, accepted, endorsed or discounted by the Debtor and/or by me and my liability in respect of any such instrument shall be unaffected by any such want of presentation, notice of dishonor, or protest.
10. I hereby choose domicilium citandi et executandi for all purposes hereunder at:  
  
.....
11. This suretyship is given as a continuing covering suretyship.
12. I shall be responsible for and shall pay the costs of and incidental to the drawing and execution of this suretyship and the stamping thereof.

Done and signed at ..... On This ..... of ..... 20.....  
in the presence of the undersigned witnesses.

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

Signature: ..... Full Name & Surname: .....

Corporate designation of the signatory duly authorised .....

3. Witness ..... Full Name & Surname: .....

4. Witness ..... Full Name & Surname: .....

**Please ensure that this deed is completed by a director of the Company or Member of the CC**

## 4. TERMS AND CONDITIONS

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Falcon Electronics (Pty) Ltd (hereinafter called Falcon Electronics) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Falcon Electronics; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Falcon Electronics.
- 2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Falcon Electronics at its business addresses in Johannesburg, Cape Town and Durban.
- 2.2 Any order only becomes final and binding on receipt and acceptance of such order by Falcon Electronics at its business addresses per 2.1
3. *The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Falcon Electronics and agrees that these Standard Conditions will apply in the exact same way to him / her.*
4. The Customer acknowledges that it does not rely on any representations made by Falcon Electronics in regard to the goods and 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 Falcon Electronics in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Falcon Electronics.
- 5.1 The Customer agrees that neither Falcon Electronics nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.
- 5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 5.4 Falcon Electronics reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.
- 6.1 All quotations will remain valid for a period of 30 days from the date of the quotation.
- 6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Falcon Electronics and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the cost price of the goods or forex fluctuations.
- 6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.
- 6.4 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 6.5 Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled.
- 6.6 Falcon Electronics shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.
- 6.7 Falcon Electronics shall be entitled to invoice each delivery / performance actually made separately.
- 6.8 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Falcon Electronics shall be prima facie proof that delivery was made to the Customer.
- 6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. Falcon Electronics may recover insurance premiums from the Customer for such ordered and uninsured goods.
- 6.10 Delivery and performance times quoted are merely estimates and are not binding on Falcon Electronics.
- 6.11 If Falcon Electronics agrees to engage a third party to transport the goods, Falcon Electronics is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Falcon Electronics.
- 6.12 The Customer indemnifies Falcon Electronics against any claims that may arise from such agreement in clause 6.11 against Falcon Electronics.
- 6.13 Repair times and repair costs given are merely estimates and are not binding on Falcon Electronics.
- 6.14 Any item handed in for repair may be sold by Falcon Electronics to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6.15 All goods taken on an evaluation, approval, demonstration or consignment basis by the Customer are deemed sold if not returned within 14 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.
- 6.16 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each infringement attempt shall immediately render the full prevailing price payable to Falcon Electronics.
- 6.17 The Customer shall indemnify Falcon Electronics against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer.
- 7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee and parts are guaranteed according to the Manufacturer's product specific warranties.
- 7.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Falcon Electronics.
- 7.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given Falcon Electronics written notice by prepaid registered post of such breach or defect, and has afforded Falcon Electronics at least 30 days to rectify such defect or breach.
- 7.4 To be valid, claims must be supported by the original Tax Invoice.
- 7.5 The Customer shall return any defective moveable goods to the premises of Falcon Electronics at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.
- 7.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than Falcon Electronics or should the goods be used or stored outside the Manufacturer's specifications.
- 7.7 Any item delivered to Falcon Electronics shall serve as a pledge in favour of Falcon Electronics for present and past debts and Falcon Electronics shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.
- 8.1 Under no circumstances shall Falcon Electronics be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
- 8.2 Under no circumstances shall Falcon Electronics be liable for any damage arising from any misuse, abuse or neglect of the goods or services.
9. Delivery of the goods or services to the Customer shall take place at the place of business of Falcon Electronics.
- 10.1 The Customer agrees that the amount contained in a Tax Invoice issued by Falcon Electronics shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by Falcon Electronics.

- 10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of Falcon Electronics or at such other place Falcon Electronics may designate in writing.
- 10.3 The risk of payment by cheque through the post rests with the Customer.
- 11.1 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 Falcon Electronics, reduced to writing and signed by the Customer and a duly authorised representative of Falcon Electronics.
- 11.2 The Customer is not entitled to set off any amount due to the Customer by Falcon Electronics against this debt.
- 11.3 All discounts shall be forfeited if payment in full is not made on the due date.
- 12.1 The Customer agrees that the amount due and payable to Falcon Electronics may be determined and proven by a certificate issued and signed by any director or manager or member or partner of Falcon Electronics, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the Usury Act on any moneys past due date to Falcon Electronics and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
- 13.2 The Customer expressly agrees that no debt owed to Falcon Electronics by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.
- 14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; Falcon Electronics is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Falcon Electronics may be entitled to in terms of this Agreement or in law. Falcon Electronics reserves its right to stop supply immediately on cancellation or on non-payment.
- 14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 10.1(b) and all amounts then outstanding shall immediately become due and payable.
- 14.3 Falcon Electronics shall be entitled to withdraw credit facilities at any time within its sole discretion.
- 15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 15.2 The Customer irrevocably authorises Falcon Electronics to enter its premises to repossess any goods delivered and indemnifies Falcon Electronics completely against any damage whatsoever relating to the removal of repossessed goods.
- 15.3 In the event of cancellation of the Agreement by Falcon Electronics, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
- 16.1 All goods supplied by Falcon Electronics remain the property of Falcon Electronics until such goods have been fully paid for whether such goods are attached to other property or not. 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Falcon Electronics. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Falcon Electronics in the goods.
- 16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to Falcon Electronics.
- 17.1 The Customer shall be liable to Falcon Electronics for all legal expenses on the attorney-and-own-client scale of an attorney and counsel incurred by Falcon Electronics in the event of (a) any default by the Customer or (b) 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 Falcon Electronics may demand.
- 17.2 The Customer agrees that Falcon Electronics will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
18. The Customer agrees that no indulgence whatsoever by Falcon Electronics will affect the terms of this Agreement or any of the rights of Falcon Electronics and such indulgence shall not constitute a waiver by Falcon Electronics in respect of any of its rights herein. Under no circumstances will Falcon Electronics be estopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that Falcon Electronics shall have the right to institute any legal action in either the Magistrate's Court or the Witwatersrand Local Division of the High Court at its sole discretion.
- 20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
- 20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) 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).
- 20.3 The Customer undertakes to inform Falcon Electronics in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Falcon Electronics reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
- 20.4 The Customer hereby consents to the storage and use by Falcon Electronics of the personal information that it has provided to Falcon Electronics for establishing its credit rating and to Falcon Electronics disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Falcon Electronics will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
21. The Customer agrees to the Standard Rates of Falcon Electronics for any goods or services rendered, which rates may be obtained on request.
22. The invalidity of any part of this Agreement shall not affect the validity of any other part.
23. Any order is subject to cancellation by Falcon Electronics due to Acts of God from any cause beyond the control of Falcon Electronics, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
24. Any order is subject to cancellation by Falcon Electronics if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that Falcon Electronics will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in 19.