

TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION:

- 1.1 **Credit Provider is:** Pretorium Trust (Cooperative) Limited of 40 Ingersol Road, Lynnwood Glen, Pretoria.
- 1.2 **The Supplier:** Any Supplier of goods and/or services with whom the Credit Provider has contracted as a designated supplier to the Consumer.
- 1.3 **The Consumer:** The person who accepts the quotation (the Applicant) and who is entitled to utilize the Pretorium Trust Purchase Card, to buy from the Suppliers as defined herein.
- 1.4 **Pretorium Trust Purchase Card:** A valid electronic card issued by the Credit Provider to the Consumer to record transactions conducted between the Consumer and the Supplier.
- 1.5 **Credit Limit:** The maximum amount the Credit Provider allows the Consumer to spend in any one Trading period as per the quotation, accepted by the Consumer.
- 1.6 **Trading Period:** The trading period commences on the 16th day of each successive month and terminates on the 15th day of the following month, or any other dates as determined by the Credit Provider in its sole discretion.
- 1.7 **Budget Facility:** A facility granted by the Credit Provider in terms of which the Consumer would be entitled to pay the outstanding amount on said facility over an extended period, which period will be for a maximum of 24 months.
- 1.8 **Prime Rate:** The prime lending rate as determined by ABSA Bank.
- 1.9 **Quotation:** The written quotation given in respect of this Application and Terms and Conditions, and as contemplated in the Act, and which quotation will become part of the agreement between the Credit Provider and the Consumer once accepted by the Consumer.
- 1.10 **Due Date:** The last working day of each calendar month.

2. PAYMENTS:

The Consumer will make payment of the monthly instalment owing to the Credit Provider on the last working day of each calendar month.

3. STATEMENT OF ACCOUNT:

The Credit Provider shall deliver a statement of account monthly to the Consumer by way of mail or e-mail, as per the requirements of the Consumer.

4. DEFAULT ADMINISTRATION COSTS:

Should the Consumer default in terms of the payment schedule as provided herein, the following costs will be due to the Credit Provider:

Unpaid debit order or cheque R 20.00

5. EARLY SETTLEMENT AND CONSUMER'S RIGHT TO TERMINATE:

The Consumer is entitled to settle the total amount outstanding at any time, with or without any advance notice to the Credit Provider, on condition that the amount required to settle the Credit Agreement is the total of the unpaid balance of the principal debt at the time, as well as any unpaid interest charges and all other fees and charges payable by the Consumer to the Credit Provider up to the settlement date.

6. CONSUMER'S RIGHT TO TERMINATE:

The Consumer is entitled to terminate this agreement by paying the amount due, as stipulated above, with regard to early settlement.

7. CREDIT PROVIDER'S RIGHT TO TERMINATE:

The Credit Provider is entitled to terminate this agreement upon the default of any of the terms of the agreement, by the Consumer. Upon such termination, the full outstanding amount owing to the

Credit Provider will immediately become due and payable.

8. ADDRESS FOR NOTICE:

- 8.1 The Credit Provider elects the address on the quotation, as the address where he will accept documents, pleadings and notices relating to this agreement;
- 8.2 The Consumer elects the residential address as on the quotation, as the address where he will accept service of all documents, pleadings and notices relating to this agreement.
- 8.3 A party of this agreement may change their address by delivering to the other party a written notice of the new address by hand, registered mail or electronic mail.

9. REDUCTION OF CREDIT LIMIT UNDER CREDIT FACILITY:

At any time the Consumer under a credit facility, by written notice to the Credit Provider may request the Credit Provider to reduce the credit limit under that credit facility.

10. CREDIT BUREAU:

The Consumer confirms that he is aware of the following and consents thereto:

- 10.1 The Credit Provider may transmit to the Credit Bureau, known as TransUnion ITC, data about the application, opening and termination of an account and that TransUnion ITC may share such information with other registered credit providers and TransUnion Credit Bureau's customers to the prescribed purposes;
- 10.2 Non compliance with the terms and conditions of the Credit Agreement, will be transferred to the abovementioned Credit Bureau and that TransUnion ITC may share such information with other registered credit providers and TransUnion Credit Bureau's customers to the prescribed purposes;
- 10.3 The Credit Bureau provides a credit profile and a credit score on credit worthiness of the Consumer;
- 10.4 The Credit Bureau that will be informed, is TransUnion ITC, Wandres Office Park, 52 Corlett Drive, Illovo, 2196. Call Centre 0861 482 482 ;
- 10.5 A Consumer is entitled to contact the aforementioned Credit Bureau and have his record disclosed to him and insist that inaccurate information be corrected by contacting TransUnion ITC Call Centre on 0861 482 482.
- 10.6 The Credit Provider shall inform the Consumer in writing at least 20 (TWENTY) working days beforehand, by way of a notice addressed to the address (domicilium) of the Consumer, of the Credit Provider's intention to forward adverse information to any Credit Bureau, which information is to be accessed by subscribers to the Credit Bureau, before forwarding any such information to the relevant Credit Bureau.

11. GENERAL:

- 11.1 It is recorded that the Consumer is the holder of a Pretorium Trust Purchase Card issued in terms of a previous agreement for credit by the Consumer and as such, the Consumer is entitled to utilize said card to buy from Suppliers as defined in that agreement;
- 11.2 In terms of this agreement, the Consumer is now entitled to utilize said card to buy on the budget account, as defined herein.
- 11.3 The Credit Provider will disburse monies on behalf of the Consumer by effecting payment to the Suppliers who have rendered services and/or supplied goods to the Consumer. The Consumer undertakes to pay the Credit Provider all the aforementioned amounts owing in accordance with the Terms and Conditions contained herein.
- 11.4 The Credit Provider undertakes to effect such payment for and on behalf of the Consumer against receipt of a valid claim from the Supplier.
- 11.5 The Credit Provider shall issue a Pretorium Trust Purchase Card every Consumer and other nominated persons agreed to by the Credit Provider in its absolute discretion.
- 11.6 A Consumer shall be entitled to use the Pretorium trust Purchase Card and enjoy all such benefits as are offered to him from time to time, subject to the terms and conditions set forth herein.
- 11.7 The Consumer acknowledges that the Pretorium Trust Purchase Card shall at all times remain the property of the Credit Provider and shall be obliged to surrender and return to the Credit Provider any Pretorium Trust Purchase Card and issued on his account, for any reason whatsoever, forthwith upon demand by the Credit Provider.
- 11.8 The Consumer shall take due care of his/her Pretorium Trust Purchase Card, which shall include, taking all reasonable steps to prevent the loss, theft or damage thereof.

- 11.9 In the event of theft or loss of the Pretorium Trust Purchase Card or if it comes to the Consumer's attention that the Pretorium Trust Purchase Card has been used by a person other than the Consumer, the Consumer shall be obliged to forthwith notify Nedbank, agent of the Credit Provider, at Tollfree number 0800 110 929.
- 11.10 The Credit Provider will not impose liability on the Consumer for any use of a credit facility after the time that the Consumer has reported the loss or theft of the associated card, unless:
 - 11.10.1 The Consumer's signature appears on the voucher, sales slip or similar record evidencing that particular use of the credit facility; or
 - 11.10.2 The Credit Provider has other evidence sufficient to establish that the Consumer authorized, or was responsible for that particular use of the credit facility.
- 11.11 The Credit Provider shall notify the Consumer in writing of any variation in the interest rate and/or costs applicable to this agreement.

12. RIGHTS OF THE CONSUMER

- 12.1 The Consumer shall be allocated a budget account limit, as per the quotation that will be supplied.
- 12.2 The Consumer shall receive an annual bonus as declared by the Credit Provider in terms of the Statute of the Credit Provider. This bonus is based on contributing purchases during the financial year of the Credit Provider, same being September to August and will be effected as a credit on the following November's statement.
- 12.3 The Consumer may request from time to time a "List of Suppliers" being designated Suppliers with whom the Credit Provider has contracted for and on behalf of the Consumers.
- 12.4 The Consumer shall be entitled to tender the Pretorium Trust Purchase Card to the Suppliers in lieu of payment and the Credit Provider shall be obligated to effect payment to the Supplier in question for and on behalf of the Consumer, subject to the conditions contained herein, and up to an maximum amount as per the budget account limit.
- 12.5 The Credit Provider shall not, however, be liable to effect payment in respect of any purchase made by the Consumer with any merchant who is not a Supplier as defined herein.
- 12.6 It is recorded that the Consumer is the holder of a Pretorium Trust Purchase Card in terms of a separate agreement with the Credit Provider. Should the Consumer fail to make payment in terms of this agreement, or any other agreement it might have with the Credit Provider, all monies owing to the Credit Provider in terms of this agreement, or any other agreement, will immediately become due and payable and interest will be charged on all outstanding accounts as mentioned at 8% per annum above ABSA Bank's prime lending rate and will fluctuate together with ABSA Bank's prime lending rate.
- 12.7 The Consumer is entitled to prepay any amount owed to the Credit Provider under this agreement, at any time, without notice or penalty. If the Consumer has more than one agreement with the Credit Provider, he must clearly specify in terms of which agreement he wishes to make a pre-payment, when requesting to do so.
- 12.8 If the Consumer wishes to increase his credit limit at any given time, he may request the Credit Provider to do so in writing and said request will be considered once a new financial assessment has been completed by the Credit Provider. The request for an increase does not relate to the automatic annual increase in the Consumer's credit limit, which the Credit Provider may grant at its sole discretion, if the Consumer has requested the Credit Provider to do so in the appropriate block on the application.
- 12.9 If the Consumer has requested the Credit Provider to automatically increase the credit limit from time to time, the Credit Provider will do so unilaterally in terms of the applicable act.
- 12.10 The Consumer is entitled to do the following:
 - 12.10.1 Apply to a Debt Counsellor to be declared over indebted;
 - 12.10.2 Resolve a complaint with regard to the Credit Provider, by way of alternative disputes resolution;
 - 12.10.3 File a complaint about the Credit Provider with the National Credit Regulator; and
 - 12.10.4 Make application to the Tribunal
- 12.11 The National Credit Regulator can be contacted at:
 - 12.11.1 Telephone number: (011) 554 2600 or 0860 627 627
 - 12.11.2 Telefax number: (011) 805 4905
 - 12.11.3 E-mail: complaints@ncr.org.za
 - 12.11.4 Physical address: 127 15th Road, Randjespark, Midrand
 - 12.11.5 Postal address: P O Box 209, Halfway House, 1685
 - 12.11.6 Website: www.ncr.org.za

- 12.13 The National Consumer Tribunal can be contacted at:
12.13.1 Telephone number: (012) 683 8140 / (012) 742 9900
12.13.2 Telefax number: (012) 663 5693
12.13.3 E-mail: registry@thenct.org.za
12.13.4 Physical address: Ground floor, Block B, Lakefield Office Park, 272 West Avenue, C/o West and Lenchen North, Centurion
12.13.5 Postal address: Private Bag X110, Centurion, 0046
12.13.6 Website: www.thenct.org.za

13. OBLIGATIONS OF THE CONSUMER

- 13.1 The Consumer agrees to pay the Credit Provider all the costs as per the quotation which will be provided in terms of the Application and which quotation will be part of this agreement when accepted by the Consumer. The aforementioned costs will be reflected on the Consumer's monthly statement and will include administration costs and interest, as per the quotation.
- 13.2 The Consumer agrees and undertakes to pay to the Credit Provider all any amount that shall be paid to Suppliers by the Credit Provider for and on behalf of the Consumer, in respect of all purchases made by the Consumer, or any other person as described in paragraph 11.5, in terms of paragraph 12.6 hereof, which amount shall be paid to the Credit Provider on or before the due date and in the amount reflected in the monthly statement posted/e-mailed to the Consumer by the Credit Provider. This obligation to effect payments to the Credit Provider is unconditional and irrevocable, whether or not:
- 13.2.1 the Consumer himself or any other party paid by means of the Pretorium Trust Purchase Card; and/or
- 13.2.2 the amount recorded in respect of any such purchase is correct; and/or
- 13.2.3 there is any dispute between Suppliers and the Consumer; and/or
- 13.2.4 the Suppliers are entitled to receive payment from any other source.
- 13.3 The monthly statement shall constitute prima facie proof of the Consumer's indebtedness to the Credit Provider in respect of purchases and the Consumer hereby agrees that the onus to show otherwise rests on the Consumer.
- 13.4 The Consumer warrants and undertakes to not exceed the Credit limit allocated in terms of the quotation

14. TERMINATION:

This agreement shall endure for an indefinite period, but subject to the provisions contained herein, as well as it may be cancelled by the Credit Provider on condition that the Credit Provider give written notice to the Consumer, at least 10 working days before the credit facility is closed.

15. BREACH:

- 15.1 In the event of the Credit Provider instituting action against the Consumer for the recovery of any amount due in terms hereof, the Consumer consents to:
- 15.1.1 the jurisdiction of the Magistrate's Court for the purpose of any action instituted against the Consumer in connection with this agreement, notwithstanding the fact that by virtue of the amount or the relief claimed, the said action will otherwise not be within the jurisdiction of the Magistrate's Court; and
- 15.1.2 pay all legal expenses on the scale as between attorney and client, which shall include interest, tracing fees and collection commission, as the case may be.
- 15.2 The parties agree that the cause of action for this agreement arises at the place where and when the Credit Provider is informed by the Consumer that the quotation in terms hereof is accepted.
- 15.3 In the event of the Consumer breaching any of the terms and conditions recorded herein, the Consumer shall forfeit to the Credit Provider all rights, including the annual Bonus.
- 15.4 The Consumer hereby grants to the Credit Provider the rights to appoint a tracing agent, in the event of the Consumer defaulting in terms of agreement and the Credit Provider not being able to trace the whereabouts of the Consumer.

16. NO-VARIATION:

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all parties of their duly authorized representatives.

17. RELAXATION:

- 17.1 The Consumer agrees that no relaxation or indulgence granted by the Credit Provider and no omission by the Credit Provider to timeously and/or diligently enforce rights under this agreement, shall be deemed to amount to waiver of that or any other right.
- 17.2 The Consumer shall not cede or assign or otherwise transfer or dispose of his rights in terms hereof to any third party.

18. FOR AND ON BEHALF OF A LEGAL ENTITIES

If the Consumer in terms hereof is a Close Corporation, Private or Public Company, or a Trust, the person who accepts the quotation on behalf of said entity, warrants that he is duly authorized to do so and accept responsibility for payment of the amount due in terms hereof, as surety and co-principal debtor with said entity.

19. ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT:

- 19.1 You warrant that you have read the Terms and Conditions on the reverse side of your application and that you fully and truthfully answered all and any requests for information made by the Credit Provider relating to this Agreement.
- 19.2 You confirm that you understand and appreciate the risks and costs inherent in this Agreement, and your rights and obligations under this Agreement.