



CUSTOMER ACCOUNT APPLICATION
(Including NJR's Trading Terms)

Registered Name	:	NJR Steel Subsidiary / Branch / Entity
Registration No.	:	NJR STEEL .....(PTY) LTD (hereinafter referred to as "NJR")

SECTION A
(To be completed by **all** Customers)

Customer Type / Sections to be Completed		
Please mark Customer type:	X	Customer must complete this Section A <u>and</u> :
Registered Company	<input type="checkbox"/>	Section B
Close Corporation	<input type="checkbox"/>	Section B
Sole Proprietor	<input type="checkbox"/>	Section C – Part 1
Partnership	<input type="checkbox"/>	Section C – Part 2
Trust	<input type="checkbox"/>	Section C – Part 2

Customer Name and Business	
Full Registered Name	: ("the Customer ")
Trading Name (if different)	:
VAT No.	:
Type of Business	:
Period in Business	:
Financial Year End	:
Latest Financial Statements	: Year Ended:
Financial Statements Audited	: Yes, or No?

Address and Contact Details	
Physical Trading Address	:
(where goods will be kept)	:
	:
	Postal Code:
*** The above address is the Customer's chosen domicile address as per clause 10 of the NJR Trading Terms ***	
Are the above Premises (X)	: Owned <input type="checkbox"/> or Rented <input type="checkbox"/> If rented, please provide Landlord Details below
Period at above Premises	:
Postal Address	:
	:
	:
	Postal Code:
Telephone No.	:
E-mail	:

Landlord Details (if applicable)	
Name	:
Physical Address	:
Telephone No.	:
Contact Person - Name	:
Cellular	:
E-mail	:
*** Please provide complete copy of current Lease Agreement ***	

Bankers and Bank Account

If current bank account is less than 3 (three) years old, then please also provide details for previous account (where indicated)

Current Bank Account**Previous Bank Account**

Bank Name : _____
 Branch : _____
 Account Name : _____
 Account Type : _____
 Account No. : _____
 Date Account Opened : _____

Accountant / Auditor

Name : _____
 Physical Address : _____
 Contact Person - Name : _____
 Position : _____
 Telephone : _____
 E- mail : _____

Payment and Financial

Proposed Payment Method(s) : Cash: ☐ Card: ☐ EFT: ☐
 Estimated Monthly Purchases : R _____
 Limit Requested : R _____
 Payment Terms Requested : _____

Trade References

Customer's 3 largest Accounts

Reference 1

Full Name : _____
 Physical Address : _____
 Contact Person - Name : _____ Position : _____
 Telephone : _____ E- mail : _____
 Average Monthly Purchases : R _____ Terms : _____

Reference 2

Full Name : _____
 Physical Address : _____
 Contact Person - Name : _____ Position : _____
 Telephone : _____ E- mail : _____
 Average Monthly Purchases : R _____ Terms : _____

Reference 3

Full Name : _____
 Physical Address : _____
 Contact Person - Name : _____ Position : _____
 Telephone : _____ E- mail : _____
 Average Monthly Purchases : R _____ Terms : _____

Documents to be Provided

All Customers -

Letter on a Customer **Letterhead** authorising this Account Application and Payment Limit / Terms requested herein

Resolution by Directors / Members / Partners / Proprietor (in a form provided by or acceptable to NJR)

Confirmation of the **Bank Account** stated above

Customer's **VAT Registration** Certificate (or other proof of Customer's registration as a VAT Vendor)

Customer's latest **Financial Statements**

SECTION B*(Registered Companies and Close Corporations)***Registration Details** (as per CIPC records)

Registered Name : _____

Registration No. : _____

Registration Date : _____

Registered Address : _____

Shareholders (for Companies) / **Members** (for Close Corporations)**Shareholder / Member 1**

Full Name : _____ Interest : _____ %

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

Shareholder / Member 2

Full Name : _____ Interest : _____ %

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

Shareholder / Member 3

Full Name : _____ Interest : _____ %

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

Shareholder / Member 4

Full Name : _____ Interest : _____ %

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

*If more than 4 Shareholders/Members, please provide above information for all additional Shareholders/Members***Directors** (for Companies)**Director 1**

Full Name : _____ Position : _____

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

Director 2

Full Name : _____ Position : _____

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

Director 3

Full Name : _____ Position : _____

Registration / Identity No. : _____ Nationality : _____

Cellular / Mobile No. : _____ E-mail : _____

Residential Address : _____

*If more than 3 Directors, please provide above information for all additional Directors***Further Documents to be Provided***For Companies -***Registration Certificate** or an official **CIPC Disclosure Certificate** (not older than 3 months)**Identity Document / Card** and **Proof of Residential Address** (as stated above) for all Directors*For Close Corporations -***Founding Statement** and any/all **Amended Founding Statement(s)****Identity Document / Card** and **Proof of Residential Address** (as stated above) for all Members

SECTION C*(Sole Proprietors / Partnerships / Trusts)***Part 1 - Sole Proprietor**

Full Name	:			
Identity No.	:		Nationality	:
Cellular / Mobile No.	:		E-mail	:
Residential Address	:			
Fixed Property Owned	:			
<i>(by Sole Proprietor)</i>		Physical Address	:	
		Erf / Stand No.	:	Township
		Bondholder	:	Bond Amount : R
		Market Value : R		Municipal Value : R

Please provide above details for additional fixed property owned by Proprietor

Or

Part 2 - Partnerships and Trusts**Partner / Trustee 1**

Full Name	:		Interest	:		%
Identity No.	:		Nationality	:		
Cellular / Mobile No.	:		E-mail	:		
Residential Address	:					
Fixed Property Owned	:					
<i>(by Partner / Trustee 1)</i>		Physical Address	:			
		Erf / Stand No.	:	Township	:	
		Bondholder	:	Bond Amount	:	R
		Market Value : R		Municipal Value	:	R

Please provide above details for additional fixed property owned by Partner

Partner / Trustee 2

Full Name	:		Interest	:		%
Identity No.	:		Nationality	:		
Cellular / Mobile No.	:		E-mail	:		
Residential Address	:					
Fixed Property Owned	:					
<i>(by Partner / Trustee 2)</i>		Physical Address	:			
		Erf / Stand No.	:	Township	:	
		Bondholder	:	Bond Amount	:	R
		Market Value : R		Municipal Value	:	R

Please provide above details for additional fixed property owned by Partner

Partner / Trustee 3

Full Name	:		Interest	:		%
Identity No.	:		Nationality	:		
Cellular / Mobile No.	:		E-mail	:		
Residential Address	:					
Fixed Property Owned	:					
<i>(by Partner / Trustee 3)</i>		Physical Address	:			
		Erf / Stand No.	:	Township	:	
		Bondholder	:	Bond Amount	:	R
		Market Value : R		Municipal Value	:	R

Please provide above details for additional fixed property owned by Partner / Trustee

*If more than 3 Partners / Trustees, please provide above information for all additional Partners / Trustees***Further Documents to be Provided***For Sole Proprietors -***Identity Document / Card** of Sole Proprietor**Proof of Residential Address** (as stated above) of Sole Proprietor*For Partnerships -***Partnership Agreement** (complete copy, including all amendments, variations, and addenda)**Identity Document / Card** and **Proof of Residential Address** (as stated above) for all Partners*For Trusts -***Trust Deed** (complete copy, including all amendments, variations, and addenda)**Letters of Authority** (current, reflecting all Trustees stated above)**Identity Document / Card** and **Proof of Residential Address** (as stated above) for all Trustees and all Beneficiaries

Account Application

The Customer, who has executed this Customer Account Application, hereby applies to NJR to open a trading account ("an **Account**") and, if requested by the Customer herein, for payment terms / limit on the Account ("a **Payment Facility**").

NJR Website

Any reference to the "**NJR Website**" in this Account Application (including the NJR Trading Terms) means the NJR Steel Group's internet website from time to time, currently located at <https://www.njrsteel.com>.

NJR Trading Terms

The Customer acknowledges and agrees to be bound by NJR's standard trading terms and conditions in effect from time to time ("the **NJR Trading Terms**"), which will apply to and govern all sales / purchases, business and transactions conducted between the Customer and NJR. The NJR Trading Terms: (i) are included in this Customer Account Application (in the subsequent pages); (ii) are accessible the NJR Website; and (iii) will otherwise be made available to the Customer on request.

NJR is entitled, at any time and from time to time, to update, supplement or otherwise vary the NJR Trading Terms. The Customer will be informed of any such update to the NJR Trading Terms and such updated NJR Trading Terms will also be reflected and accessible on the NJR Website. The Customer's continued trading and transacting with NJR will, unless the contrary is proved, be deemed to be an acceptance of any and all updated NJR Trading Terms by the Customer from time to time.

The NJR Trading Terms form part of this Customer Account Application.

Information and Assessment

All personal and other information collected by NJR pursuant to this Customer Account Application will be processed and held in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013 (as amended), and NJR's Personal Information Policy from time to time. The NJR Personal Information Policy is accessible on the NJR Website, and a copy thereof will also be provided to the Customer on request.

The information provided by the Customer pursuant to this Customer Account Application will be used by NJR for the purpose ("**Purpose**") of assessing the Customer and this Customer Account Application to open an Account and for a Payment Facility (as applicable), including (without limitation): (i) to assess and verify all information provided by the Customer to NJR (whether pursuant to this Customer Account Application or otherwise); (ii) to assess the Customer's financial position and creditworthiness; (iii) to determine what, if any, security ("**Payment Security**") is to be provided in respect of the Account; and (iv) to allow for the ongoing business dealings and transactions between NJR and the Customer.

Accordingly, the Customer hereby: (i) acknowledges that its failure to provide NJR with the information sought by NJR will preclude NJR from assessing and processing this Customer Account Application, and from conducting (or continuing to conduct) business with the Customer on an Account and/or Payment Facility basis; (ii) agrees to NJR processing the Customer's information for the Purpose and on the basis stated above; and (iii) agrees that NJR may share the Customer's information with third parties for the Purpose stated above.

Subject to the provisions of the National Credit Act, 34 of 2005 (as amended) ("the **NCA**"), the Customer: (i) acknowledges and agrees that all information provided by it may be used by NJR for the Purpose and on the basis stated above; (ii) agrees that NJR may obtain financial and other information regarding the Customer from any person or credit bureau information for the Purpose and on the basis stated above; (iii) confirms that all information and representations made by the Customer in and/or pursuant to this Customer Account Application (including documents provided by the Customer) is/are true, accurate and complete in all respects; and (iv) consents to NJR furnishing information concerning the Customer's dealings with NJR to any credit bureau or other person seeking trade references or information about the Customer.

Payment Facility and Security

Any Payment Facility granted by NJR to the Customer and the Payment Security required by NJR in respect of any such Payment Facility, will always be at the sole and exclusive discretion of NJR.

NJR is not obliged to extend or maintain any Payment Facility to/for the Customer or deliver any goods or provide any services to/for the Customer, unless and until all of the information, documents and Payment Security required by NJR, has been provided to the satisfaction of NJR.

Any Payment Security required by NJR will be in such form and will contain such terms and conditions as may be acceptable to NJR in NJR's discretion, and the Customer undertakes to do all such things and to sign all such documents necessary and/or required to give effect to the preparation, signature, and registration of the Payment Security.

NJR is allowed, in its discretion and at any time and from time to time, and without incurring any form of liability, to withdraw or suspend or vary the nature, extent and/or terms and conditions of any Payment Facility and/or Payment Security.

Consumer Protection Act

As required by section 49(1) of the Consumer Protection Act, 68 of 2008 (as amended) ("the **CPA**"), the Customer's attention is drawn to those provisions of this application which are in **boldface** type, which purport to: (i) limit in any way the risk or liability of NJR or any other person; (ii) constitute an assumption of risk or liability by the Customer; (iii) impose an obligation on the Customer to indemnify NJR or any other person for any cause; or (iv) be an acknowledgement of any fact by the Customer.

Explanation and Independent Advice

The Customer acknowledges that it has had opportunity to have the provisions of this Customer Account Application and the NJR Trading Terms explained to it, and that: (i) it has also been free to secure independent professional advice regarding the provisions hereof; and (ii) it has either received and understood such explanation and/or taken such independent advice, or voluntarily dispensed with the necessity of doing so.

Warranty of Authority

If the Customer is a juristic person or partnership or trust, then the person signing this document on behalf of the Customer personally warrants: (i) his/her authority to do so; (ii) that the execution of this document by juristic person, partnership or trust concerned is within the scope of its powers, objects and authority and does not contravene (as the case may be) any law; and (iii) all necessary steps have been taken by the juristic person, partnership or trust to give the signatory the power to sign this document on behalf of the juristic person, partnership or trust.

SIGNED BY THE CUSTOMER AS FOLLOWS: -

← sign in full here

Signatory Name	:	.....	← insert full name of person signing
Signatory Capacity	:	.....	← insert capacity of person signing
Place of Signature	:	.....	← Insert place of signature
Date of Signature	:	.....	← insert date of signature



TRADING TERMS & CONDITIONS

Effective Date: 1 July 2022

1 Definitions and Interpretation

In these terms and condition, unless clearly inconsistent with or otherwise indicated by the context:

- 1.1 **"Account"** means a trading account opened and maintained by NJR for a Customer, whether pursuant to a Customer Account Application of otherwise and includes, where the context so requires, any Payment Facility applicable to the Account;
- 1.2 **"Account Customer"** means a Customer who has an Account with a Payment Facility;
- 1.3 **"Cash Customer"** means a Customer who does not have an Account with a Payment Facility;
- 1.4 **"CPA"** means the Consumer Protection Act, 68 of 2008;
- 1.5 **"Customer"** means a person or entity who orders and/or purchases NJR Products from NJR, who may be an Account Customer or a Cash Customer;
- 1.6 **"Customer Account Application"** means an application made by the Customer to any NJR Entity, for a trading account and, if applicable, for a Payment Facility;
- 1.7 **"Delivery"** by NJR of any NJR Products, means the loading and transportation of the of the NJR Products by NJR to the agreed Delivery Address, but excludes the offloading of the NJR Products at the Delivery Address (unless the Customer has requested and NJR has agreed to offload);
- 1.8 **"Delivery Address"** means the address nominated by the Customer and agreed to by NJR for the physical delivery (by NJR) of NJR Products;
- 1.9 **"Delivery Charges"** means NJR's charges for a Delivery;
- 1.10 **"Effective Date"** means the date on which of these NJR Trading Terms become effective and binding as between NJR and the Customer which will, unless the contrary is proved, be deemed to be:
 - 1.10.1 the 'Effective Date' stated at the beginning of this NJR Trading Terms document ("the **Stated Effective Date**"), for all Account Customers as at that date;
 - 1.10.2 the date of the Customer Account Application, for Account Customers for whom an Account is opened after the Stated Effective Date; and
 - 1.10.3 the date on which a Cash Customer places its first Order or otherwise purchases any NJR Products after the Stated Effective Date, for all Cash Customers;
- 1.11 **"NCA"** means the National Credit Act, 34 of 2005;
- 1.12 **"NJR"**:
 - 1.12.1 when used in the context of or with reference to a Customer Account Application and/or an Account opened and operated pursuant thereto, means the particular NJR Entity specified in the Customer Account Application; and
 - 1.12.2 includes, where the context so requires, collectively and individually, NJR Steel Holdings (Pty) Ltd and all its subsidiaries from time to time, and its associated entities which lawfully conduct business under the 'NJR Steel' name/brand, and an **"NJR Entity"** means any one of the aforementioned entities;
- 1.13 **"NJR Products"** means the products and services offered by NJR from time to time and includes, where the context so requires, products which are required to be specially manufactured, sourced or procured by NJR for a Customer;
- 1.14 **"NJR Trading Terms"** means the terms and conditions set out in this 'Trading Terms & Conditions' document, and includes any applicable Payment Facility, Sale Document Terms and Shop Terms, subject to clause 2 below;
- 1.15 **"Order"** means an order or request for NJR Products placed on NJR by or on behalf of a Customer;
- 1.16 **"Payment Facility"** means payment terms / limit which may be granted by NJR to a Customer from time to time, either generally or in respect of a specific Order or Orders, and includes any conditions related thereto;
- 1.17 **"Processing"** and **"Processed"** means where NJR Product is bent, cut, coiled, de-coiled, reinforced, painted, treated, or otherwise fabricated, machined, modified, or altered from its original manufactured condition;
- 1.18 **"Processing Charges"** means NJR's charges for Processing;
- 1.19 **"Quote"** means a quotation, estimate or proposal given by NJR to a Customer in respect of any NJR Product(s);
- 1.20 **"Sale Document Term"** means a term or condition applicable to the supply of any NJR Product(s) by NJR, which is reflected on/in a Quote, invoice, delivery note, statement, or other such document issued by NJR in respect of the NJR Products;
- 1.21 **"Shop Term"** means a term or condition applicable to the supply of NJR Products by NJR, which is clearly displayed to the Customer (including any officer, employee, agent, or representative of the Customer) at the business premises of an NJR Entity;
- 1.22 **"Special Order"** means an Order (or any part thereof) placed by the Customer for NJR Products to be Processed, and Orders for NJR Products which are required to specially manufactured, sourced or procured by NJR for the Customer;
- 1.23 **"Stock"** means stock(s) of NJR Products held by NJR;
- 1.24 headings are for reference only and shall not be used in interpreting the meaning of the text;
- 1.25 words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the other gender/s and vice versa, and natural persons shall include juristic persons and vice versa;
- 1.26 words, terms, and expressions defined in any clause or sub-clause will, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this document;
- 1.27 reference to any statute, enactment or law means the relevant statute, enactment, or law as at the date of signature hereof, as amended, or re-enacted or substituted from time to time;
- 1.28 a reference to a party includes that party's successors in title and permitted cessionaries and assigns;
- 1.29 the terms / words:
 - 1.29.1 **"entity"** and **"person"** each includes a natural or juristic person, company, close corporation, business, enterprise, firm, undertaking, partnership, joint venture, trust, charity, syndicate, voluntary association, body corporate, statutory body and other association of persons or entities;
 - 1.29.2 **"holding company"**, **"subsidiary"** and **"wholly owned subsidiary"** bear the same meaning given to those terms in the Companies Act, 71 of 2008; and
 - 1.29.3 **"include"**, **"including"** and **"in particular"** will be construed as being by way of example or emphasis only and will not be construed, nor will they take effect, as limiting the generality of any preceding word/s.

2 Scope and Application of the NJR Trading Terms

- 2.1 These NJR Trading Terms will be effective and will apply to and regulate all business conducted between NJR and the Customer, with effect on and from the Effective Date.

2.2	These NJR Trading Terms apply to Account Customers and Cash Customers, and, in respect of Account Customers, the NJR Trading Terms form part of the Customer Account Application and apply to the Account.	4.6	If NJR is obliged or agrees to accept the cancellation of any Order and/or the return of any NJR Products, then:
2.3	The NJR Trading Terms (including all rights and benefits conferred on NJR in terms thereof) constitute a <i>stipulatio alteri</i> (i.e., a contract for the benefit of a third party) in favour of each NJR Entity with whom the Customer transacts and may be accepted and enforced by each such NJR Entity at any time, individually or any one or more of them together.	4.6.1	the Customer will pay NJR a 15% handling charge, and/or such other cancellation or handling charge as may be stipulated in any Payment Facility, Sale Document Terms or Shop Terms, and applicable to the Order sought to be cancelled and/or to the NJR Products sought to be returned;
2.4	If there is a conflict between any provision of this 'NJR Trading Terms' document (on the one hand) and any Payment Facility, Sale Document Term or Shop Term (on the other hand), then the provisions of this document will prevail to the extent permitted by law, except where: (i) this NJR Trading Terms document permits the conflicting provision to be changed and/or substituted by the Payment Facility, Sale Document Term or Shop Term; or (ii) the Payment Facility, Sale Document Term or Shop Term expressly or by implication or by its nature is intended or permitted to change and/or substitute the conflicting provision of this NJR Trading Terms document.	4.6.2	where the NJR Products have been collected by the Customer or Delivered by NJR to the Customer: (i) the Customer is responsible for returning the NJR Products to NJR, to the NJR premises from which the NJR Products were purchased; (ii) if NJR is required to collect the NJR Products from or for the Customer, then the Customer will pay NJR's charges in respect of collecting the NJR Products; and
2.5	The termination of the NJR Trading Terms and/or the termination of any Account and/or the business dealings / relationship between NJR and the Customer, for whatsoever reason, will not: (i) affect those NJR Trading Terms which expressly provide that they are intended to survive and operate after any such termination, or which are required to give effect to such termination, or which of necessity or by their nature are intended to survive and/or must continue to have effect after such termination (notwithstanding that the provisions themselves do not expressly provide for this); and (ii) limit or prejudice any accrued rights, remedies, obligations or liabilities of NJR and the Customer, all of which will continue in full force and effect notwithstanding such termination.	4.6.3	where the NJR Products: (i) were Delivered by NJR, the Customer will remain liable for payment of the Delivery Charges; and (ii) are part of a Special Order, the Customer will remain liable for payment of the associated Processing Charges and for NJR's procurement costs.
3	Consumer Protection and Protection of Personal Information	5	Collection and Delivery
3.1	As required by section 49(1) of the CPA, the Customer's attention is drawn to those provisions of the NJR Trading Terms which are in boldface type, which purport to: (i) limit in any way the risk or liability of NJR or any other person; (ii) constitute an assumption of risk or liability by the Customer; (iii) impose an obligation on the Customer to indemnify NJR or any other person for any cause; or (iv) be an acknowledgement of any fact by the Customer.	5.1	The Customer is responsible for collecting and removing NJR Products purchased by it from NJR, unless: (i) the Customer has requested and NJR has agreed to Delivery thereof; and (ii) the Customer has paid the Delivery Charges (subject to any applicable Payment Facility).
3.2	All personal and other information collected by NJR from or in respect of a Customer will be processed and held in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013, and NJR's Personal Information Policy from time to time. The NJR Personal Information Policy is accessible on the NJR website (https://www.njrsteel.com), and a copy thereof will also be provided to the Customer on request.	5.2	Where the Customer collects NJR Products:
4	Stock, Orders, Cancellations, Returns	5.2.1	the Customer must provide appropriate trucks/vehicles, and, if required, the equipment and labour, to load and transport the NJR Products at/from the relevant NJR premises; and
4.1	NJR does not represent or warrant that it will hold Stock (or sufficient Stock) of any NJR Products at any time and from time to time.	5.2.2	NJR will be deemed to have delivered the NJR Products to the Customer when possession thereof is tendered by NJR for loading and removal by the Customer.
4.2	The Customer is responsible for the accuracy of all Orders, including the lengths, sizes, grade, and quantities of NJR Products required to be Processed, and for confirming availability of Stock.	5.3	Where NJR Delivers NJR Products:
4.3	Orders and Quotes are subject to Stock availability.	5.3.1	NJR is only obliged to: (i) deliver the NJR Products to the Delivery Address and within the agreed timeframes; and (ii) offload NJR Products at the Delivery Address where NJR has agreed to offload the NJR Products;
4.4	NJR will not reserve any Stock without an official Order from the Customer, and, in respect of:	5.3.2	NJR will be deemed to have delivered the NJR Products when the NJR Products are tendered for offloading at the agreed Delivery Address;
4.4.1	Account Customers, NJR will only reserve the Stock: (i) the Customer's Account is in good standing; and (ii) any stipulated deposit or minimum payment has been paid; and	5.3.3	the Customer is responsible for: (i) providing appropriate equipment (cranes, forklifts, trolleys, etc) and employees / labour to off-load the NJR Products from the NJR truck / vehicle at the Delivery Address; and (ii) checking the NJR Products at the time of Delivery, and will immediately notify NJR in writing of any shortages, damage, or other issues regarding the NJR Products;
4.4.2	Cash Customers, only if and when the Customer has paid in full for the NJR Products Ordered.	5.3.4	any NJR Products not accepted by the Customer must be returned on the same truck / vehicle which Delivered those NJR Products to the Delivery Address;
4.5	Save to the extent that it is obliged to in terms of the CPA, NJR does not have to (but NJR can if it wants):	5.3.5	if the Customer is unable or otherwise fails to commence offloading of the NJR Products within 30 minutes of arrival of the NJR Products at the Delivery Address, or if the offloading commences but is halted or delayed for more than 30 minutes: (i) NJR is allowed (but is not obliged) to offload all or any part of NJR Products at the most convenient place (for NJR) at the Delivery Address, and such offloading will likewise constitute delivery of the offloaded NJR Products; (ii) NJR is entitled cancel the Delivery and leave the Delivery Address with the NJR Products that were not offloaded; (iii) Delivery of the NJR Products may be re-scheduled to a date and time agreed by NJR; and (iv) NJR will be entitled to charge (and the Customer will be obliged to pay) an additional Delivery Charge for the additional Delivery.
4.5.1	accept verbal Orders and Orders placed by the Customer without an order number; or	5.4	Without derogating from the provisions of clause 5.3, signature of a NJR delivery note, receipt, invoice, or other such document by the Customer (including any employee, agent, or representative of the Customer) will be <i>prima facie</i> proof of delivery of the NJR Products reflected in such document.
4.5.2	accept the cancellation of any Special Order or the return of any NJR Products which form part of any Special Order, but NJR may accept the return of all or any part thereof subject to such terms and conditions as NJR may determine; or	6	Quotes, Prices, Payment
4.5.3	accept the return of any NJR Product which has been altered or modified by the Customer in any way, or which has been damaged or has rusted or otherwise deteriorated in condition and/or value after delivery to the Customer.	6.1	NJR is allowed, at any time and from time to time, in its discretion, to change its prices for the NJR Products.

- 6.2 A Quote (and the prices stated therein) will be valid for the period stated in the Quote, and if no period is stated then the Quote will be valid for 7 days: **Provided that Quotes for non-stock products will be subject to increase in accordance with any increase in the price thereof to NJR in getting the products into stock.**
- 6.3 NJR Products are sold to the Customer on a cash basis: Provided that Account Customers will pay for NJR Products in accordance with the applicable Payment Facility granted to the Customer unless alternative payment terms have been Quoted or otherwise stipulated by NJR for any particular Order.
- 6.4 The Customer will pay all amounts due by it to NJR:
- 6.4.1 to the supplying NJR Entity into the banking account stipulated by that NJR Entity in writing; and
- 6.4.2 by the due date for payment, without demand, deduction or set-off of whatsoever nature or for whatsoever cause, and free of any and all exchange, bank, or other like charges.
- 6.5 **If the Customer fails to pay any amount by the due date for payment thereof, then NJR is entitled, in its election and without prejudice to any other rights or remedies available to the Customer, to charge and be paid interest on the overdue amounts at the rate of 2% (two percent) per month (subject to the maximum rate permissible in terms of the NCA), calculated from due date to date of payment.**
- 7 Risk and Ownership**
- 7.1 **Risk in and to the NJR Products will pass to the Customer on delivery (or tendered delivery) of the NJR Products by NJR to the Customer.**
- 7.2 **Ownership of the NJR Products will remain vested in NJR until paid for.**
- 8 Warranties and Limitations on NJR's Liability**
- 8.1 In respect of the NJR Products, NJR gives the implied warranties in section 56(1) of the CPA, and any warranties stipulated in any Sale Documents Terms or Shop Terms applicable to the NJR Products on a transaction-by-transaction basis.
- 8.2 **Save as stated in clause 8.1, NJR doesn't give any warranties or guarantees in respect of the NJR Products.**
- 8.3 **Subject to the provisions of the CPA, NJR will not be responsible or liable for any loss, damage, cost, or expense, suffered or incurred by the Customer arising from: (i) any errors in or arising from verbal Orders or Orders placed by the Customer without an order number, as contemplated in clause 4.5.1; (ii) the Customer failing to load and remove NJR Products, as contemplated in clause 5.2; (iii) the Customer failing to offload NJR Products, as contemplated in clause 5.3; (iv) NJR cancelling a Delivery and leaving the Delivery Address with NJR Products, as contemplated in clause 5.3.5; (v) the delayed or partial delivery of any NJR Products for any reason; or (vi) the Delivery of any NJR Product by NJR, including any damage to any property or injury to any employee of the Customer.**
- 8.4 **NJR's liability for the breach of any warranty will be limited to, and will be fully discharged by, at the election of NJR: (i) the replacement of the NJR Products; or (ii) a refund of the amount paid by the Customer for the NJR Products: Provided that regard will be had to: (i) any use of the NJR Products by the Customer; (ii) any alteration or modification made by the Customer; (iii) any damage or other deterioration in the condition or value of the NJR Products after they were delivered to the Customer.**
- 8.5 **NJR will not under any circumstances be liable to the Customer for any indirect or consequential loss or damages of whatsoever nature and from whatsoever cause, including any loss of profit, trade, custom, or business, and any loss or damages arising from any breach of any third-party contract.**
- 9 Breach and Insolvency**
- 9.1 If:
- 9.1.1 the Customer fails to pay any amount by the due date for payment thereof (in which event no notice to remedy is required to be given by NJR);
- 9.1.2 breaches any other provision of the NJR Trading Terms and fails to remedy the breach within 5 days after receiving written notice from NJR to do so;
- 9.1.3 where the Customer is a juristic person - the Customer is liquidated or placed under winding-up (whether provisionally, finally, voluntary or compulsory), or if any similar insolvency proceedings are initiated in respect of the Customer including the commencement of business rescue proceedings; or
- 9.1.4 where the Customer is a natural person or trust - the Customer is sequestrated (whether provisionally, finally, voluntary or compulsory), or if any similar insolvency proceedings are initiated in respect of the Customer, or the Customer commits an act of insolvency as contemplated in section 8 of the Insolvency Act, 24 of 1936 (as amended);
- then and upon the happening of any of these events NJR is allowed, in its election and without prejudice to any other rights or remedies available to NJR, to:**
- 9.1.5 **claim and be paid the full outstanding balance owing by the Customer to NJR at that time, notwithstanding that the due date for payment thereof may not have arrived;**
- 9.1.6 **withdraw, suspend, or otherwise vary any Account and/or any Payment Facility granted to the Customer; and/or**
- 9.1.7 **withhold sales and/or deliveries to the Customer or continue supplying the Customer on a cash basis.**
- 9.2 **The Customer will pay all costs and disbursements incurred by NJR in enforcing its rights against the Customer and/or enforcing performance by the Customer of any of its obligations to NJR, whether pursuant to the NJR Trading Terms or otherwise, including legal costs on the scale as between attorney and client.**
- 10 Domicilium and Notices**
- 10.1 Each Account Customer chooses as its *domicilium citandi et executandi*, the physical and e-mail addresses stipulated as such in its Account Application, for all purposes arising out of or in connection with the NJR Trading Terms and the Customer's business dealings with NJR, at which address(es) all notices and processes arising out of or in connection with the NJR Trading Terms and Customer's business dealings with NJR, its breach or termination, may be validly delivered or served on the Customer.
- 10.2 An Account Customer is allowed, by written notice to NJR, to change its *domicilium* to any other address provided that such new address is or includes a physical address (which is not a *poste restante*) within the Republic of South Africa.
- 10.3 Notwithstanding anything to the contrary herein, a written notice or communication actually received by a Customer from NJR will be adequate written notice or communication to the Customer.
- 11 Proof of Indebtedness**
- A certificate signed by any manager or director of NJR, whose capacity and authority need not be proved, shall be *prima facie* proof of the evidence stated therein in respect of any indebtedness of the Customer to NJR or in respect of any other fact, for the purpose of obtaining a judgement or an order against the Customer in any competent court.
- 12 Applicable Law and Jurisdiction**
- 12.1 The NJR Trading Terms and all business dealings between NJR and the Customer will be governed and construed in accordance with the laws of the Republic of South Africa.
- 12.2 The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all legal proceedings arising from the NJR Trading Terms and its business dealings with NJR, notwithstanding that the amount of the matter in dispute may exceed the court's jurisdiction: Provided that NJR shall be entitled to institute such proceedings in any High Court having jurisdiction.
- 13 Cession and Assignment**
- 13.1 NJR is allowed to cede and assign all or any part of its rights and/or obligations under the NJR Trading Terms and any Account.
- 13.2 The Customer is not allowed to cede or assign any of its rights or obligations under the NJR Trading Terms or any Account, without the prior written consent of NJR.
- 14 Indulgences**
- No relaxation or indulgence granted by NJR to the Customer in regard to any of the NJR Trading Terms (or in respect of any Account) shall be deemed to be a waiver of any of NJR's rights in terms of the NJR Trading Terms (or Account).
- 15 Severability**
- If any provision of the NJR Trading Terms is or becomes illegal, invalid, or unenforceable, such provision shall be severed, and the remaining provisions of the NJR Trading Terms shall continue unaffected.



DEED OF SURETYSHIP

		NJR Steel Subsidiary / Branch / Entity
Name	:	NJR STEEL (PTY) LTD
Registration No.	:	..... (hereinafter referred to as " NJR ")

		Customer's Details
Full Name	:	.....
Registration No.	:	..... (hereinafter referred to as the " Customer ")

		Surety's Details
Full Name	:	.....
Identity No.	:	.....
E-mail	:	.....
Physical Address	:	..... (hereinafter referred to as the " Surety ")

I, the Surety named above, do hereby interpose and bind myself, jointly and severally as surety and co-principal debtor in *solidum*, unto and in favour of NJR for the due and punctual payment on demand of all and any sums of money which the Customer may now and from time to time hereafter owe or be indebted to NJR from any cause whatsoever and whether presently due, owing, and payable or becoming due, owing, and payable in the future. I furthermore agree to be bound by the terms and conditions set out hereunder.

- (1) This suretyship is a continuing covering suretyship and shall be in addition and without prejudice to any other suretyship or security held by NJR for the present and future obligations of the Customer to NJR.
- (2) All acknowledgements of indebtedness and admissions by the Customer to NJR shall be binding on the Surety, and NJR shall have the right to appropriate any moneys received by NJR from the Customer, or from the Surety in terms hereof, to such indebtedness of the Customer to NJR as NJR shall decide.
- (3) The Surety renounces the benefits of excussion (by renouncing this benefit the Surety understands that NJR becomes entitled to sue the Surety for the full amount owing hereunder without first proceeding against the Customer) and division (by renouncing this benefit the Surety understands that where there is more than one surety, NJR shall be entitled to sue each such surety for the full amount owing by the Customer and not only for a pro rata share) and cession of action (by renouncing this benefit I understand that BAI becomes entitled to sue me without first ceding NJR's right of action against the Customer to me).
- (4) Should the Surety, at any time in defending any action based on this suretyship, allege that no goods and/or services were provided by NJR to the Customer or that there is no reason or cause for the Customer's obligations to NJR or that errors have been made in the calculation of the amount claimed by NJR, then the onus of proving such a defence will rest on the Surety.
- (5) A certificate signed by any director or manager of NJR (whose position and/or authority need not be proved) will be sufficient proof of the amount/s due by the Customer and/or by me to NJR, unless the contrary is proved.
- (6) The Surety choose *domicilium citandi et executandi* for all purposes under this suretyship at the address set out above. If the Surety changes the address as set out above, then the Surety shall immediately notify NJR in writing of the Surety's new address. On receipt by NJR of such written notice, the new address will be the Surety's domicile.
- (7) The Surety consents to the non-exclusive jurisdiction of the Magistrate's Court having jurisdiction over the Surety's person, notwithstanding that the amount of the matter in dispute exceeds the court's jurisdiction.
- (8) The Surety will be liable for all costs and disbursements (including legal costs on the scale as between attorney and client) incurred by NJR in enforcing its rights against the Surety in terms of this suretyship.

*** I hereby confirm that I have read and understand this Deed of Suretyship, and that it was completed in all respects when I signed it ***

SIGNED BY THE SURETY & WITNESSED AS FOLLOWS: -

		The Surety	Witness		
Date	:	.....	Name	:	.....
Place	:	.....	Identity No.	:	.....