



Registration Number: 2009/005224/07  
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**Pinnacle Protection Enterprises (Pty) Ltd Credit Application**  
 (hereinafter referred to as "The Supplier")

**Credit Request**   
**No**

<b>BUSINESS INFORMATION</b> (hereinafter referred to as "The Applicant")		
Registered company name:		
Trading Name:		
Date business commenced:	Registration number:	
VAT Registration number:	Telephone number:	
Fax number:	Email:	
Postal Address:	Registered address:	
Postal code:	Postal code:	
Physical Address:	Delivery Address:	
Postal code:	Postal code:	
Amount Credit Required:	Information to be used for Pinnacle Protection Enterprises Pty Ltd Marketing purposes	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>KEY CONTACT PERSONS</b>			
Capacity	Name	Contact Number	Email Address
Purchasing Manager			
Buyer			
Financial Manager			
Accountant/Bookkeeper			
Warehouse/Receiving			

BANKING DETAILS	
Bank:	Branch Name:
Branch Code:	Account number:

DIRECTOR'S/MEMBERS'S DETAILS					
	Director/Member 1	Director/Member 2	Director/Member 3		
Full Names					
Surname					
ID Number					
Capacity Shareholding					
Address					
Telephone					
Cell number					
Email					
Signature					
Previous Sequestrations					
<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO			
YES	NO				

Where more than 3 Directors/Members additional page to be completed.

SHARE HOLDERS	
Name of Shareholder	% Shareholding

TRADE REFERENCES				
	1	2	3	4
Company				
Contact				
Telephone				

GENERAL INFORMATION							
Nature of business:							
Number of employees:							
Are you an end user or reseller:							
Premises	Owned	YES	NO		Leased	YES	NO
<b>Owned Premises</b>				<b>Leased Premises</b>			
Property value:				Landlord:			
Current Bond value:				Telephone:			

FINANCIAL INFORMATION	
a) GROSS ASSET VALUE	R
b) ANNUAL TURNOVER	R
<ul style="list-style-type: none"> <li>Required for purposes of determining thresholds in terms of the National Credit Act and Consumer Protection Act.</li> </ul>	

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Name: Capacity: Signature:

\_\_\_\_\_  
Witness 1 Name: Signature:

\_\_\_\_\_  
Witness 2 Name: Signature:

**Please attach the following information with the above application (Sign box on the right for submission)**

Standard Conditions of Sale	
Audited Financial Statements	
Company Registration documents	
VAT registration document	
Copy of Letterhead	
Proof of banking details	
Copy of director/member's ID	

**STANDARD CONDITIONS OF SALE PERTAINING TO GOODS SOLD**

**1. STANDARD TERMS AND CONDITIONS**

- 1.1. All sales by PINNACLE PROTECTION ENTERPRISES PTY LTD to any party (hereinafter referred to as "the Customer") shall be subjected to the terms and conditions set out hereunder notwithstanding that such arises from:
  - 1.1.1. the placing of orders by the Customer with PINNACLE PROTECTION ENTERPRISES PTY LTD which are subsequently invoiced to the Customer;
  - 1.1.2. a quotation furnished by PINNACLE PROTECTION ENTERPRISES PTY LTD which is then accepted by the Customer;
  - 1.1.3. normal cash sales across the counter.

**2. PAYMENT**

- 2.1. Unless agreed to the contrary by PINNACLE PROTECTION ENTERPRISES PTY LTD in writing, all payments are due before delivery.
- 2.2. Where delivery is made in part only, the Purchase price pertaining to such part of the goods delivered shall also be payable against delivery thereof.
- 2.3. Where delivery is to be effected by any public courier company, the courier company shall be deemed to be the agent of the Customer and the purchase prices shall become due and payable upon collection by or delivery to such courier company unless otherwise agreed in writing.
- 2.4. Where PINNACLE PROTECTION ENTERPRISES PTY LTD has entered into an agreement (hereinafter referred to as the "Credit Agreement") with the Customer for payment to be affected at a date after delivery, such payment shall become due and payable by not later than Thirty days from the end of the month following that in which delivery was made.
- 2.5. Any payment not being made within Thirty days from date of delivery will incur interest at a rate of 1.5% per month. All accounts handed over for legal collection will incur interest at a rate of prime plus 10% from date of hand over.
- 2.6. Any discounts to which the Customer may be entitled shall be strictly in accordance with those specified on the invoice. Any amount not paid strictly on due date shall lead to forfeiture of the discount allowance specified above.

**3. INCREASE IN PRICES**

- 3.1. It is recorded that the purchase price quoted to the Customer is based on PINNACLE PROTECTION ENTERPRISES PTY LTD's costs and expenses at the time of the quotation or the furnishing of such prices. Should any increase occur in the costs and expenses of importing and/or producing the goods, whether by reason of any increase in rail road freight or shipping tariffs, sales tax, import or excise duties, difference in the rate of exchange from the date of quotation to the date of delivery then the purchase price of the goods to the Customer may at the discretion of PINNACLE PROTECTION ENTERPRISES PTY LTD be increased by a proportionate amount to cover such increased costs and expenses.

**4. VIS MAJOR**

- 4.1 The Customer shall not have any claim against PINNACLE PROTECTION ENTERPRISES PTY LTD by reason of PINNACLE PROTECTION ENTERPRISES PTY LTD's failure to carry out its obligations in regard to any sale which failure arises as a result of vis major (which shall include political and/or civil disturbance, the actions of any State of Government authority which is beyond PINNACLE PROTECTION ENTERPRISES PTY LTD's control). Furthermore PINNACLE PROTECTION ENTERPRISES PTY LTD shall not become liable in the event of any shortage of goods due to any strike, lock-out at any factory or PINNACLE PROTECTION ENTERPRISES PTY LTD and/or natural disaster which has the effect of disrupting supply or the normal flow of freight traffic.

**5. DELIVERY OF GOODS**

- 5.1. Unless it is agreed otherwise in writing, delivery shall be effected to the Customer at the business premises of PINNACLE PROTECTION ENTERPRISES PTY LTD or, where applicable, by the handing over of the goods to the courier

company at PINNACLE PROTECTION ENTERPRISES PTY LTD's premises, or at the Courier companies' premises.

- 5.2. The Customer shall be responsible for the collection of the goods from PINNACLE PROTECTION ENTERPRISES PTY LTD's premises and their delivery to the destination of the Customer.
- 5.3. Whenever it is agreed that the goods are to be delivered by PINNACLE PROTECTION ENTERPRISES PTY LTD to the Customer personally or by a courier company, then it is understood that all risk in and to the goods shall pass to the Customer upon delivery thereof.
- 5.4. It is understood that all dates quoted by PINNACLE PROTECTION ENTERPRISES PTY LTD for the supply and/or delivery of the goods as the case may be are approximate only and that time shall under no circumstances be of the essence unless PINNACLE PROTECTION ENTERPRISES PTY LTD have agreed thereto in writing. All deliveries shall be subject to:
  - 5.4.1. the readily availability of the goods;
  - 5.4.2. delivery taking place within a reasonable time of it becoming available to PINNACLE PROTECTION ENTERPRISES PTY LTD.

**6. PASSING OF RISK**

- 6.1 All risk in and to the goods shall pass to the Customer upon the collection thereof by the Customer at the premises of PINNACLE PROTECTION ENTERPRISES PTY LTD or upon the delivered of goods by PINNACLE PROTECTION ENTERPRISES PTY LTD itself.

**7. RESERVATION OF OWNERSHIP**

- 7.1. Notwithstanding anything to the contrary herein contained, and notwithstanding delivery of any such goods to the Customer, until such time as the Customer has paid the purchase price in full, ownership in and to all such goods shall remain vested in PINNACLE PROTECTION ENTERPRISES PTY LTD. PINNACLE PROTECTION ENTERPRISES PTY LTD in its sole discretion will be entitled to take possession of any such goods where invoiced or to the value as determined by a sworn valuator of PINNACLE PROTECTION ENTERPRISES PTY LTD's discretion.

**8. COMPANY'S OBLIGATIONS MAY BE SUSPENDED**

- 8.1. If the Customer should fail to pay PINNACLE PROTECTION ENTERPRISES PTY LTD on due date any amount due to PINNACLE PROTECTION ENTERPRISES PTY LTD or breach any other terms or condition of these conditions of sale then PINNACLE PROTECTION ENTERPRISES PTY LTD shall have the following rights:
  - 8.1.1. PINNACLE PROTECTION ENTERPRISES PTY LTD may require that all amounts then owed by the Customer to PINNACLE PROTECTION ENTERPRISES PTY LTD from any cause whatsoever and whether or not immediately due and payable shall become immediately due and payable by the Customer;
  - 8.1.2. PINNACLE PROTECTION ENTERPRISES PTY LTD may retain in its possession any part of any delivery of any goods due to the Customer which have not been dispatched;
  - 8.1.3. PINNACLE PROTECTION ENTERPRISES PTY LTD may terminate any and all credit facilities afforded to the Customer by PINNACLE PROTECTION ENTERPRISES PTY LTD in respect of that particular purchase or of any other purchase;
  - 8.1.4. PINNACLE PROTECTION ENTERPRISES PTY LTD may retain any payment made by the Customer in connection with any other matter and appropriate such payment to the outstanding balance due in respect of the instant matter.

**9. CANCELLATION**

- 9.1. PINNACLE PROTECTION ENTERPRISES PTY LTD may at its entire and absolute discretion, cancel the contract or any portion thereof which has not been completed should;
  - 9.1.1. The Customer commit any of the Acts of Insolvency as set out in the Insolvency Act, Act 24 of 1936 as amended;

9.1.2. The Customer fail to pay the amount due in terms of the contract on due date;

9.2. Such cancellation shall not be without prejudice to PINNACLE PROTECTION ENTERPRISES PTY LTD's rights at common law to claim, in addition, any damages which it may have suffered as a result of such breach and/or of the cancellation by PINNACLE PROTECTION ENTERPRISES PTY LTD.

#### 10. NO RELAXATION, ETC.

10.1. No action by PINNACLE PROTECTION ENTERPRISES PTY LTD in permitting late payment or in accepting late payment at any stage shall stop PINNACLE PROTECTION ENTERPRISES PTY LTD from requiring strict and punctual performance by the Customer of its obligations and there shall be no waiver or novation of this contract by reason of such indulgence of or acceptance of late payment by PINNACLE PROTECTION ENTERPRISES PTY LTD.

#### 11. LAW OF THE CONTRACT

11.1. The law applicable to the interpretation and enforcement of this contract shall be the law of the Republic of South Africa, notwithstanding where the sale may have been concluded.

#### 12. JURISDICTION

12.1. The Customer agrees that PINNACLE PROTECTION ENTERPRISES PTY LTD may in its option, institute any action against the Customer in any Magistrate's Court in the Republic of South Africa having jurisdiction in regard to the Customer notwithstanding that the amount in dispute may otherwise be beyond the jurisdiction of that Court. Notwithstanding the above, PINNACLE PROTECTION ENTERPRISES PTY LTD may at its entire option institute action in the Supreme Court of South Africa, in the Division having jurisdiction in regard to the dispute or claim.

#### 13. COSTS

13.1. It is agreed that in the event of PINNACLE PROTECTION ENTERPRISES PTY LTD having to obtain any legal advice or having to institute action against the Customer for any breach of the Customer's obligations in terms of these Conditions of Sale, PINNACLE PROTECTION ENTERPRISES PTY LTD shall be entitled to recover all its legal costs from the Customer including costs as between attorney and own client as actually incurred by PINNACLE PROTECTION ENTERPRISES PTY LTD from due date to date of payment. It is further agreed that should PINNACLE PROTECTION ENTERPRISES PTY LTD institute legal action against the Customer, a Certificate of Balance signed by a manager or Director of PINNACLE PROTECTION ENTERPRISES PTY LTD would be *prima facie* proof of the amount indebted by the Customer to PINNACLE PROTECTION ENTERPRISES PTY LTD.

#### 14. SPECIAL EXCLUSIONS

##### 14.1. Specifications and prices

14.1.1. PINNACLE PROTECTION ENTERPRISES PTY LTD issues quotations, catalogues and price lists in respect of its goods in terms of the latest available manufacturer's specifications and description of the goods. Under no circumstances shall PINNACLE PROTECTION ENTERPRISES PTY LTD be liable for any changes made to such specifications and/or descriptions. Furthermore all prices quoted in any price lists and/or catalogues furnished by PINNACLE PROTECTION ENTERPRISES PTY LTD are based on the ruling prices and shall not bind PINNACLE PROTECTION ENTERPRISES PTY LTD, in respect of the contract price charged by PINNACLE PROTECTION ENTERPRISES PTY LTD to the Customer at the time of invoicing.

##### 14.2. Return of goods

14.2.1. Apart from regulations contained in the Consumer Protection Act, Act 68 of 2008, PINNACLE PROTECTION ENTERPRISES PTY LTD shall under no circumstances be obliged to accept the return of any goods from the Customer for any reason whatsoever. Should any goods be returned, this will be at the sole and entire discretion of PINNACLE PROTECTION ENTERPRISES PTY LTD and a return fee equal to 10% of the invoice price shall be payable by the Customer to PINNACLE PROTECTION ENTERPRISES PTY LTD in respect thereof.

#### 15. SPECIAL INCLUSIONS

15.1. The Customer hereby cedes, assigns and transfers in favour of PINNACLE PROTECTION ENTERPRISES PTY LTD all its right, title and interest in and to all the book debts which the Debtor may now or in the future have, acquire and hold against all or any persons, companies, corporations, firms, partnerships,

associations, syndicates and other legal personae ("Its Debtors") as continuing covering security for the due payment of every sum of money which may now, or at any time hereafter, be or become owing by the Customer to PINNACLE PROTECTION ENTERPRISES PTY LTD.

15.2. The Customer hereby irrevocably grants to PINNACLE PROTECTION ENTERPRISES PTY LTD, with power of substitution, full power and authority to recover in its name from all or any of its Debtors, all amounts and all goods and other assets which it may be entitled to recover and/or repossess and, if so determined by PINNACLE PROTECTION ENTERPRISES PTY LTD, to institute action in its name against all or any of the Customer's Debtors for the purpose of the said recoveries and to retain the proceeds recovered in the exercise of such powers on account of, and in reduction of, the indebtedness to PINNACLE PROTECTION ENTERPRISES PTY LTD, including all costs and expenses of whatsoever nature together with interest at the maximum rate permitted by law, together with legal costs as between attorney and client incurred in the exercise of any such power.

#### 16. WARRANTIES/GUARANTEES

16.1. Apart from complying with the provisions of the Consumer Protection Act, Act 68 of 2008 PINNACLE PROTECTION ENTERPRISES PTY LTD does not warrant to the Customer that the goods are fit for the purpose sold and/or are free from any defects whether latent or patent. Wherever possible, PINNACLE PROTECTION ENTERPRISES PTY LTD will endeavor to pass on the benefit of any manufacturer's guarantee but apart therefrom there shall be no liability whatsoever attaching to PINNACLE PROTECTION ENTERPRISES PTY LTD in respect of goods sold to the Customer. Under no circumstances shall PINNACLE PROTECTION ENTERPRISES PTY LTD be liable for any consequential loss whatsoever.

#### 17. SURETIES

17.1. The Surety/ies bind themselves as co-principal debtors for the payment when due of all the present and future debts of any kind ("the debts") to PINNACLE PROTECTION ENTERPRISES PTY LTD, or to anyone who takes transfer of PINNACLE PROTECTION ENTERPRISES PTY LTD's rights under this suretyship.

17.2. The surety/ies also acknowledge that if payments of any of the debts are not made by the Customer, PINNACLE PROTECTION ENTERPRISES PTY LTD may, recover all or part of the debts from the surety/ies without first trying to recover from the customer.

17.3. The total amount PINNACLE PROTECTION ENTERPRISES PTY LTD may recover under this suretyship is limited to the capital amount outstanding, interest thereon and any and legal fees on an attorney and own client scale, from date of handover.

17.4. The suretyship will not be affected by any other facilities PINNACLE PROTECTION ENTERPRISES PTY LTD grants the Customer, any renewal, change or withdrawal of any other credit granted to the Customer, any compromises or arrangement with the Customer, or failure of PINNACLE PROTECTION ENTERPRISES PTY LTD to inform the Customer of its breach.

17.5. PINNACLE PROTECTION ENTERPRISES PTY LTD's rights will not be affected in the event of the insolvency of the Customer or the surety/ies if PINNACLE PROTECTION ENTERPRISES PTY LTD does not proof a claim against the Liquidator or Trustee concerned.

17.6. This suretyship does not end if temporarily there are no debts.

#### 18. MARKETING AND CONFIDENTIALITY

18.1. PINNACLE PROTECTION ENTERPRISES PTY LTD reserves the right to make use of the Customer's name for marketing purposes if so agreed between the parties.

18.2. PINNACLE PROTECTION ENTERPRISES PTY LTD agrees not to distribute or use any promotional material that:

18.2.1. is likely to deceive the public;

18.2.2. contains any material misstatement of fact or a statement that PINNACLE PROTECTION ENTERPRISES PTY LTD knows omits a fact, if such omission makes the promotional material misleading.

18.3. The Customer will have access to PINNACLE PROTECTION ENTERPRISES PTY LTD's pricing list. The Customer agrees to not disclose to any other person or business or use for personal gain any confidential information at any time during or after the agreement term, unless PINNACLE PROTECTION ENTERPRISES PTY LTD grants express, written consent of such a disclosure. In addition, the Customer will use his/her/its best efforts to prevent any such disclosure. Failure to comply with any of these provisions may result in disciplinary action being taken against the employee which could include immediate dismissal.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Capacity:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Witness 1 Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Witness 2 Name:

\_\_\_\_\_  
Signature