

CONFIDENTIAL APPLICATION

PLEASE PRINT CLEARLY IN BLOCK LETTERS
Application by



keyprint cc

CK 1990/015643/23
Vat No. 4410103503

hereinafter referred to as "the Customer"

to enter into an agreement of trade with

148 Weltevreden Road, Northcliff, Gauteng
P.O. Box 976, Melville, South Africa, 2109

Tel: 011 478 0167

Fax: 011 478 2646

E-mail: keyprint@gem.co.za

Website: www.keyprint.co.za

Hereinafter referred to as "the Supplier"

In terms of the National Credit Act No. 34 of 2005, Credit Providers are obliged to undertake due diligence regarding the applicant's ability to repay debt before providing such credit facility. Failure to do so would constitute "reckless credit" and would be in contravention of the Act. Part D and sections 79, 80, 81 of the act refer.

I/We hereby also make application for credit facilities and for the opening of an account with the supplier. In support of the applications the following particulars are supplied:

1. CUSTOMER'S DETAILS

Full registered name of business _____

Trading name (if not as above) _____

A) registered company B) close corporation C) partnership D) sole proprietor E) other _____

Registration number _____ VAT registration number _____ (attach certificate)

Previous trading/registered names _____

Type of business _____ Date of commencement of business _____

Physical address _____

Are deliveries to be made to this address? _____ If not, then where? _____

Postal address (for correspondence, invoices and statements) _____

Town/city _____ Postal code _____

Telephone (_____) _____ Alternate telephone (_____) _____

Telefax (_____) _____ E-mail _____

Registered address _____

Name(s) of parent/holding/associated/subsidiary company/ies _____

Registered address _____

Separate VAT account: Yes No

Are premises owned by the Customer? Rented? Leased? If rented or leased, please furnish the following details of the landlord

Name _____

Postal address _____

Town/city _____

Postal code _____

Does the customer trade under any other name? Yes No If yes, furnish details below

Name of person responsible for placing the Customer's orders _____

Position _____ Telephone _____

Name of person responsible for paying Customer's accounts _____

Position _____ Telephone _____

Are Customer's order numbers required? _____

The Applicant's attention is drawn to the following:

1. This application and Agreement of Trade form is the copyright of the True Colours.
2. Completion of this form does not, in itself, convey approval of any credit facilities by the supplier.
3. Should the space provided herein be insufficient to accommodate all the requested information, then the Applicant is required to provide such information on a separate sheet which is to be attached to the Application and clearly marked to be part of the Application.
4. The customer hereby agrees that a credit enquiry may be conducted through a credit bureau and that the conduct of this account may be forwarded to a credit bureau.

Accounts are paid by cheque electronic funds transfer or other means _____

Maximum credit required: Per month R _____ Credit Limit _____

Payment terms requested _____

Bank name _____ Telephone _____ EFT code _____

Account name _____ Account number _____

Has the business or any of its principals had any judgement against them? _____ If yes, please list separately.

Has the business or any of its principals been liquidated or sequestrated? _____ If yes, please list separately.

Have moratoriums or offers of compromise ever been made to any creditors? _____ If yes, please list separately.

Please list all factoring, securities, sureties, cession of debtors, moratoriums, notarial bonds and personal guaranties separately.

Please list securities offered to support this credit application. _____

Details of Proprietors Directors Members Partners

Full name _____ ID No. (or data of birth) _____

Residential address _____ % Shareholding / Interest

Full name _____ ID No. (or data of birth) _____

Residential address _____ % Shareholding / Interest

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Residential address _____ % Shareholding / Interest

Full name _____ ID No. (or data of birth) _____

Residential address _____ % Shareholding / Interest

Name of spouse (if Customer is a partner/private individual/sole proprietor)

Name _____ Title _____ ID No. (or date of birth) _____

Name _____ Title _____ ID No. (or date of birth) _____

For Individuals/Sole Proprietors

Are you subject to a debt re-arrangement in terms of the National Credit Act and/or have you ever been sequestrated? If so, give details.
We reserve our rights to request further information as may be required to assess your credit worthiness.

For Companies/Close Corporations

Nett Asset Value of your business*

> R 1000 000 < R1 000 000

Please specify annual turnover / current nett asset value _____

* Preferably as recorded on your income statement for the immediately preceding financial year (if available).

2. AUDITOR, ACCOUNTING OFFICER OR ACCOUNTANT DETAILS

Name _____

Address _____

Telephone (_____) _____ Fax (_____) _____

Are audited financial statement available? Yes No If so which year? _____

3. TRADE REFERENCES

(To be suppliers of goods and services excluding contracts, rentals, leases etc.)

1. Name of supplier _____ Telephone (_____) _____

Average monthly purchases R _____ Terms _____ Credit limit R _____

2. Name of supplier _____ Telephone (_____) _____

Average monthly purchases R _____ Terms _____ Credit limit R _____

3. Name of supplier _____ Telephone (_____) _____

Average monthly purchases R _____ Terms _____ Credit limit R _____

4. AGREEMENT, CONSENT AND CESSION

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Keyprint and that alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Keyprint; (b) this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the Customer's own order form or conditions; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive conditions; (e) any conflicting terms, conditions or alterations stipulated by the Customer are expressly excluded; (f) this agreement supersedes all previous terms, conditions or agreements without prejudice to any securities or guarantees held by Keyprint and (g) this agreement applies to all employees and subcontractors of Keyprint.
2. This agreement, and any offers, orders or contracts of sale pursuant thereto, become binding only when accepted by Keyprint at its business address.
3. The signatory hereby binds himself in his personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner, Partner, or Proprietor, as co-principal debtor jointly and severally for the full amount due to Keyprint and agrees that this agreement will apply in the exact same way to him.
4. The Customer acknowledges that it does not rely on any representations made by Keyprint in regard to its products and services, or qualities thereof, 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 Keyprint in respect of its products or services, whether orally or in writing, will not form part of the Agreement in any way unless agreed to in writing by Keyprint.
5. The Customer agrees that neither Keyprint nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
6. All quotations will remain valid for a period of 15 days from the date of the quotation, or until the date of issue of any new price list, whichever occurs first, or unless otherwise specified in writing by Keyprint.
7. Delivery and performance times quoted are estimates and are not binding on Keyprint.
8. All quotations are subject to the availability of input products or services and subject to correction of good faith errors by Keyprint, and the prices quoted are subject to any increases in the cost price, including currency fluctuations, to Keyprint before acceptance of the order.
9. In the event of the Customer disputing the amount of the cost increase in Clause 8 above, the said amount may be certified by an independent auditor and such certificate shall be final and binding on the Customer.
10. Notwithstanding the provisions of Clause 1 above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, shall be binding and subject to this agreement and may not be cancelled by the Customer.
11. The Customer undertakes to retain copies of all electronic or image media furnished to Keyprint. Media altered by Keyprint immediately becomes Keyprint's sole property.
12. Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total, of the finished product may be submitted to the Customer for approval. Acceptance of such proofs by the Customer, or any employee of the Customer, will bind the Customer, and Keyprint will not be liable for any errors contained in the approved copy.
13. In the event of the Customer being unable or unwilling to view and accept final proofs, the Customer will be liable for the cost of the work produced. Any proof sent to the Customer may be deemed correct unless otherwise indicated by the Customer in writing within 24 hours of such proof being sent.
14. The Customer is liable for the costs incurred in the event of the alteration, at its request, of any proofs other than the correction of Supplier's errors.
15. The Customer shall pay for any preliminary work which is produced at his request whether experimentally or otherwise.
16. Origination and preliminary work shall remain the property of Keyprint unless otherwise agreed upon, in writing, with the Customer.
17. Standing matter, originals and printer's materials of any kind may be distributed, effaced, or disposed of immediately after the order has been executed unless written arrangements are made for the retention thereof. Keyprint may charge storage at Keyprint's standard rates for any goods retained.
18. The Customer acknowledges all copyrights and shall not duplicate Keyprint's copyrighted material. Each infringement attempt shall render the full order value of such infringement immediately payable to Keyprint.
19. Keyprint reserves the right to withhold production of any material it deems unsuitable or unlawful, in its sole discretion. Keyprint reserves the right to edit, revise or reject any material it deems untruthful, objectionable, illegal or in conflict with fair business practices. The Customer remains liable for the cost of work produced in the event of Keyprint exercising these rights.
20. The Customer hereby indemnifies Keyprint against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer, or the printing of any illegal or defamatory material. Each party shall diligently protect the other's trade secrets and confidential information.
21. It is the sole responsibility of the Customer to determine that the products or services ordered by it are suitable for the purposes of intended use. Keyprint gives no warranty, express or implied, concerning the suitability of the products supplied for any purposes whatsoever.
22. Keyprint reserves the right, at its sole discretion, to provide alternative products at the prevailing prices to those ordered by the Customer should those products have been superseded, replaced or otherwise become unavailable.
23. Products are sold voetstoots with no warranty against latent defects. All other guarantees, including common law guarantees, are hereby specifically excluded.
24. Liability under clause 23 is restricted to the cost of repair or replacement of faulty products or services, or granting of a discount, at the sole discretion of Keyprint.
25. Keyprint shall not be required to work to tolerances closer than those applicable to the materials obtained by it in the ordinary course of trade, or supplied to it by the Customer. The Supplier shall not be held liable for any variations in the standard, quality and performance of such materials.
26. Keyprint shall not be liable for any defects resulting from it being required to expedite delivery ahead of the time needed for the proper production of the order.
27. Keyprint shall not be responsible for imperfections in the work due to defects in, or the unsuitability of, material or equipment not supplied by Keyprint. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Customer's account.
28. The Customer agrees to pay all costs resulting from any acts, omissions or requests of the Customer including disbursements, suspension of work, modification of requirements, reprints, failure or delay in giving particular requisite to enable work to proceed on schedule, or requirements that work be completed earlier than previously agreed.
29. Keyprint shall not be responsible for Customer's material wasted in the course of production.
30. Customer's property and property supplied to Keyprint will be retained at the Customer's risk.
31. Keyprint shall not be liable for any damage arising from any misuse, abuse or neglect of products or services under any circumstances whatsoever.
32. Any order is subject to cancellation by Keyprint due to Acts of God, or from any cause beyond the control of Keyprint, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
33. Delivery of products or services to the Customer shall take place at the place of business of Keyprint.
34. The completed product will be despatched or must be collected by the Customer when ready and the Customer shall not refuse or delay to take delivery.
35. The Customer agrees that an over-supply or under-supply not in excess of 10% (ten percent) of the products ordered may be produced, and that it shall be liable for payment of all quantities so supplied.
36. Keyprint shall be entitled in its sole discretion to split the delivery or performance of the products or services ordered in the quantities and on the dates it decides.
37. Keyprint shall be entitled to invoice each delivery or performance separately when executed.
38. The Customer agrees to establish, immediately upon delivery, that the products and services appearing on Keyprint's delivery note, Tax Invoice or other documentation, correctly represents the products, or services, and prices agreed to, and are free of defects.
39. Where products or services are delivered prior to the issue of a Tax Invoice, the Customer agrees to, immediately upon receipt of the Tax Invoice, establish that it correctly represents the delivered products or services and prices agreed to.
40. The Customer hereby confirms that the goods or services detailed on the 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.
41. Any delivery note, invoice or waybill (copy or original) signed by the Customer or a third party engaged to transport the products, and held by Keyprint, shall be conclusive proof that delivery was made to the Customer.
42. The Customer shall return any defective moveable products to the premises of Keyprint at the Customer's own cost and packed in the original or suitable packaging.
43. Claims under this Agreement shall only be valid if the Customer has, within 3 days of the alleged breach or defect occurring, given Keyprint 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.
44. To be valid, claims must be supported by the original Tax Invoice.
45. If Keyprint agrees to engage a third party to transport products on the Customer's behalf, it does so on terms deemed fit by Keyprint. The Customer indemnifies Keyprint against any claims arising from such agreement.
46. The risk of damage to, or destruction or theft of its products shall pass to the Customer on delivery of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the products until paid for in full. Keyprint may recover insurance premiums from the Customer for products insured on the Customer's behalf.
47. All products supplied by Keyprint remain the property of Keyprint until such products have been fully paid for whether such products are attached to other property or not.
48. The Customer agrees that the amount contained in a Tax Invoice issued by Keyprint shall be due unconditionally (a) cash on order, or (b) if the Customer is a Credit Approved Customer, then within the granted credit period as specified on the Credit Application, or not later than the end of the month in which a Tax Invoice has been issued by Keyprint.
49. The Customer agrees to pay the full amount on the Tax Invoice at the Business Address of Keyprint or at such other place that Keyprint may designate in writing.
50. The risk of payment by cheque through the post, or by electronic funds transfer, rests with the Customer.
51. The Customer has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the Customer and a duly authorised representative of Keyprint.
52. The Customer is not entitled to set off any amount due to the Customer by Keyprint against its indebtedness to Keyprint.
53. All discounts shall be forfeited if payment in full is not made on the due date.
54. The Customer agrees that the amount due and payable to Keyprint may be determined and proven by a certificate issued and signed by an independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
55. Any printout of computer evidence tendered by any party shall be admissible evidence and the parties shall not object to the admissibility of such evidence purely on grounds that such evidence is computer evidence, or that the requirements of the Computer Evidence Act have not been met.
56. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 48 above in the case of a Credit Approved Customer, Keyprint is entitled to: (i) immediately institute action against the Customer at the sole expense of the Customer; or (ii) cancel the agreement and take possession of any products delivered to the Customer and claim damages, or (iii) at its sole discretion, refer the dispute to the Printing Industries Federation of South Africa whose decision will be final and binding on all parties. These remedies are without prejudice to any other right Keyprint may be entitled to in terms of this agreement, or in law. Keyprint reserves its right to stop supply immediately on cancellation or on non-payment.
57. In the event of cancellation, Keyprint is entitled to cease producing any unmade balance of a contract, and to recover any loss sustained thereby from the Customer.
58. A Credit Approved Customer will forthwith lose this approval when payment is not made in accordance with the conditions of clause 48 and all amounts then outstanding shall immediately become due and payable.
59. The Customer agrees that interest shall be payable to Keyprint at the maximum legal interest rate prescribed in terms of the Usury Act on any amounts in arrears, and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
60. The Customer shall be liable to Keyprint for all legal expenses incurred by Keyprint on the attorney-and-own client scale in the event of (a) any default by the Customer or (b) any litigation in regard to the breach, validity, or 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 Keyprint may demand.

61. The Customer shall pay three thousand Rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
62. The Customer agrees that Keyprint will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court or in terms of Rule 47 of the Supreme Court Act 59 of 1959 as amended.
63. The Customer expressly agrees that any debt owed to Keyprint by the Customer shall become prescribed only after the passing of a period of ten years from the date the debt falls due.
64. The Customer irrevocably authorises Keyprint to enter its premises to repossess any products delivered, without court order, and indemnifies Keyprint completely against any damage whatsoever, relating to the removal of repossessed products.
65. The Customer is not entitled to sell or dispose of any products unpaid for without the prior written consent of Keyprint. The Customer shall not allow the products to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Keyprint in the products.
66. Any item delivered to Keyprint shall serve as a pledge in favour of Keyprint for present and past debts and Keyprint shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 77. The sworn or realised value of pledged products will be offset against the Customer's debts and any excess balance will be paid to the Customer.
67. Keyprint is entitled to exercise a lien over any of the Customer's property in its possession until all outstanding debts have been paid.
68. The Customer hereby cedes and assigns unto and in favour of Keyprint all its rights, title, and interest in and to all debts which are now, or which may in future, become owing to it by any party or parties as security for the payment by it of all amounts which are now or may from time to time in the future, become owing by it to Keyprint from any cause of indebtedness howsoever arising. The customer agrees that on request by Keyprint, it shall be obliged to hand over to Keyprint all books of account, contracts, invoices, and documents, and the like, which it may require for the purpose of ascertaining the amounts due to it and for the purposes of the recovery of payment.
69. If any products 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 products in ownership to Keyprint.
70. The Customer, or any agent acting on its behalf, on whose behalf or at whose instance any services are rendered hereby indemnifies Keyprint and all of its employees against any liability which Keyprint may incur to any other person as a result of the production of any material produced.
71. The Customer hereby consents to the storage and use by Keyprint of (a) the personal information that it has provided to Keyprint for establishing its credit rating, and (b) the subsequent conduct of the Customers account, and to Keyprint disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Keyprint will not be held liable for the good faith disclosure of any of this information to such a third party and that further specific consent need not be obtained for the transfer of such information to such third party.
72. The Customer agrees to the Standard Rates of Keyprint for any products supplied or services rendered, which rates may be obtained on request.
73. 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) within 24 hours of being e-mailed to any of the Customer's e-mail addresses, or any director, member's or owner's e-mail addresses; or (iv) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (v) within 48 hours if sent by overnight courier; and (vi) within 7 days of being sent by surface mail.
74. Any order is subject to cancellation by Keyprint if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or if judgement is recorded against the Customer or any of its principals.
75. The Customer agrees that Keyprint will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 32 or 74 occur.
76. In the event of the Customer being in arrears with any payment or in breach of any term of this agreement, Keyprint is entitled to cancel all contracts with immediate effect.
77. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the products at the time of repossession and (b) all other costs incurred in the repossession of the products. The value of repossessed or retained pledged products 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 products are not recovered for any reason whatsoever, the value shall be deemed to be nil.
78. The Customer agrees that any indulgence whatsoever by Keyprint will not affect the terms of this agreement or any of the rights of Keyprint and any such indulgence shall not constitute a waiver by Keyprint in respect of any of its rights herein. Keyprint will not be estopped from exercising its rights in terms of this Agreement under any circumstances whatsoever.
79. Keyprint shall not be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
80. The Customer chooses its address for legal execution as its physical or business address or the physical addresses 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).
81. The Customer undertakes to inform Keyprint, 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. Failure to do so will constitute a material breach of this agreement. Upon receipt of such written notification, Keyprint reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
82. The invalidity of any part of this Agreement shall not affect the validity of any other part.
83. In this agreement any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa.
84. The Customer hereby consents that Keyprint shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.
85. 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 84.

I/We, the undersigned 1) _____ 2) _____
 in my/our capacity as 1) _____ 2) _____

and being an authorised representative(s) of the Customer, hereby declares/declare as follows:

The information in this application is true and correct, and I/we undertake to notify in writing, any change of details shown herein, including change of ownership, name, or address, within seven days of change.

I/We have received a copy of this Agreement of Trade as approved by Keyprint. We agree that all business between us (whether under quotation, order, contract of sale, or otherwise) shall be in terms of the said Agreement and/or those terms contained herein, whichever one is authoritative.

I/We am/are authorised to sign this document.

There are _____ (_____) separate sheets attached to this document.

The Undersigned accept/s the Agreement of Trade. The customer acknowledges that any amount due for goods or services will be due unconditionally within the credit period granted from the date of a tax invoice issued by Keyprint. The Customer hereby declares that cheques will not be issued in payment unless there are sufficient funds available and that such funds will remain available in order that all cheque payments will be honoured and that under no circumstances will payment

The signatory/ies hereby binds himself/herself as co-principal debtor jointly and severally.

Signed at _____ On the _____ Day of _____ 20 _____

1) _____
 Signature

2) _____
 Signature

FOR OFFICE USE

References checked by _____ / _____ / _____

Account approved by _____ / _____ / _____

Documents received _____ / _____ / _____
 _____ / _____ / _____

Account number _____

Sales representative _____

Terms _____ Credit limit R _____

Processed by _____ / _____ / _____

Customer notified by _____ / _____ / _____

Notes _____

AGREEMENT OF TRADE

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Keyprint and that alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Keyprint; (b) this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the Customer's own order form or conditions; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive conditions; (e) any conflicting terms, conditions or alterations stipulated by the Customer are expressly excluded; (f) this agreement supersedes all previous terms, conditions or agreements without prejudice to any securities or guarantees held by Keyprint and (g) this agreement applies to all employees and subcontractors of Keyprint.
2. This agreement, and any offers, orders or contracts of sale pursuant thereto, become binding only when accepted by Keyprint at its business address.
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20. The Customer hereby indemnifies Keyprint against any claims, costs and expenses arising out of the infringement of copyright, patent, trade mark or design supplied by the Customer, or the printing of any illegal or defamatory material. Each party shall diligently protect the other's trade secrets and confidential information.
21. It is the sole responsibility of the Customer to determine that the products or services ordered by it are suitable for the purposes of intended use. Keyprint gives no warranty, express or implied, concerning the suitability of the products supplied for any purposes whatsoever.
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30. Customer's property and property supplied to Keyprint will be retained at the Customer's risk.
31. Keyprint shall not be liable for any damage arising from any misuse, abuse or neglect of products or services under any circumstances whatsoever.
32. Any order is subject to cancellation by Keyprint due to Acts of God, or from any cause beyond the control of Keyprint, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
33. Delivery of products or services to the Customer shall take place at the place of business of Keyprint.
34. The completed product will be despatched or must be collected by the Customer when ready and the Customer shall not refuse or delay to take delivery.
35. The Customer agrees that an over-supply or under-supply not in excess of 10% (ten percent) of the products ordered may be produced, and that it shall be liable for payment of all quantities so supplied.
36. Keyprint shall be entitled in its sole discretion to split the delivery or performance of the products or services ordered in the quantities and on the dates it decides.
37. Keyprint shall be entitled to invoice each delivery or performance separately when executed.
38. The Customer agrees to establish, immediately upon delivery, that the products and services appearing on Keyprint's delivery note, Tax Invoice or other documentation, correctly represents the products, or services, and prices agreed to, and are free of defects.
39. Where products or services are delivered prior to the issue of a Tax Invoice, the Customer agrees to, immediately upon receipt of the Tax Invoice, establish that it correctly represents the delivered products or services and prices agreed to.
40. The Customer hereby confirms that the goods or services detailed on the 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.
41. Any delivery note, invoice or waybill (copy or original) signed by the Customer or a third party engaged to transport the products, and held by Keyprint, shall be conclusive proof that delivery was made to the Customer.
42. The Customer shall return any defective moveable products to the premises of Keyprint at the Customer's own cost and packed in the original or suitable packaging.
43. Claims under this Agreement shall only be valid if the Customer has, within 3 days of the alleged breach or defect occurring, given Keyprint 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.
44. To be valid, claims must be supported by the original Tax Invoice.
45. If Keyprint agrees to engage a third party to transport products on the Customer's behalf, it does so on terms deemed fit by Keyprint. The Customer indemnifies Keyprint against any claims arising from such agreement.
46. The risk of damage to, or destruction or theft of its products shall pass to the Customer on delivery of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the products until paid for in full. Keyprint may recover insurance premiums from the Customer for products insured

47. All products supplied by Keyprint remain the property of Keyprint until such products have been fully paid for whether such products are attached to other property or not.
48. The Customer agrees that the amount contained in a Tax Invoice issued by Keyprint shall be due unconditionally (a) cash on order, or (b) if the Customer is a Credit Approved Customer, then within the granted credit period as specified on the Credit Application, or not later than the end of the month in which a Tax Invoice has been issued by Keyprint.
49. The Customer agrees to pay the full amount on the Tax Invoice at the Business Address of Keyprint or at such other place that Keyprint may designate in writing.
50. The risk of payment by cheque through the post, or by electronic funds transfer, rests with the Customer.
51. The Customer has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the Customer and a duly authorised representative of Keyprint.
52. The Customer is not entitled to set off any amount due to the Customer by Keyprint against its indebtedness to Keyprint.
53. All discounts shall be forfeited if payment in full is not made on the due date.
54. The Customer agrees that the amount due and payable to Keyprint may be determined and proven by a certificate issued and signed by an independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
55. Any printout of computer evidence tendered by any party shall be admissible evidence and the parties shall not object to the admissibility of such evidence purely on grounds that such evidence is computer evidence, or that the requirements of the Computer Evidence Act have not been met.
56. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 48 above in the case of a Credit Approved Customer, Keyprint is entitled to: (i) immediately institute action against the Customer at the sole expense of the Customer; or (ii) cancel the agreement and take possession of any products delivered to the Customer and claim damages, or (iii) at its sole discretion, refer the dispute to the Printing Industries Federation of South Africa whose decision will be final and binding on all parties. These remedies are without prejudice to any other right Keyprint may be entitled to in terms of this agreement, or in law. Keyprint reserves its right to stop supply immediately on cancellation or on non-payment.
57. In the event of cancellation, Keyprint is entitled to cease producing any unmade balance of a contract, and to recover any loss sustained thereby from the Customer.
58. A Credit Approved Customer will forthwith lose this approval when payment is not made in accordance with the conditions of clause 48 and all amounts then outstanding shall immediately become due and payable.
59. The Customer agrees that interest shall be payable to Keyprint at the maximum legal interest rate prescribed in terms of the Usury Act on any amounts in arrears, and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
60. The Customer shall be liable to Keyprint for all legal expenses incurred by Keyprint on the attorney-and-own client scale in the event of (a) any default by the Customer or (b) any litigation in regard to the breach, validity, or 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 Keyprint may demand.
61. The Customer shall pay three thousand Rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
62. The Customer agrees that Keyprint will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court or in terms of Rule 47 of the Supreme Court Act 59 of 1959 as amended.
63. The Customer expressly agrees that any debt owed to Keyprint by the Customer shall become prescribed only after the passing of a period of ten years from the date the debt falls due.
64. The Customer irrevocably authorises Keyprint to enter its premises to repossess any products delivered, without court order, and indemnifies Keyprint completely against any damage whatsoever, relating to the removal of repossessed products.
65. The Customer is not entitled to sell or dispose of any products unpaid for without the prior written consent of Keyprint. The Customer shall not allow the products to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Keyprint in the products.
66. Any item delivered to Keyprint shall serve as a pledge in favour of Keyprint for present and past debts and Keyprint shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 77. The sworn or realised value of pledged products will be offset against the Customer's debts and any excess balance will be paid to the Customer.
67. Keyprint is entitled to exercise a lien over any of the Customer's property in its possession until all outstanding debts have been paid.
68. The Customer hereby cedes and assigns unto and in favour of Keyprint all its rights, title, and interest in and to all debts which are now, or which may in future, become owing to it by any party or parties as security for the payment by it of all amounts which are now or may from time to time in the future, become owing by it to Keyprint from any cause of indebtedness howsoever arising. The customer agrees that on request by Keyprint, it shall be obliged to hand over to Keyprint all books of account, contracts, invoices, and documents, and the like, which it may require for the purpose of ascertaining the amounts due to it and for the purposes of the recovery of payment.
69. If any products 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 products in ownership to Keyprint.
70. The Customer, or any agent acting on its behalf, on whose behalf or at whose instance any services are rendered hereby indemnifies Keyprint and all of its employees against any liability which Keyprint may incur to any other person as a result of the production of any material produced.
71. The Customer hereby consents to the storage and use by Keyprint of (a) the personal information that it has provided to Keyprint for establishing its credit rating, and (b) the subsequent conduct of the Customers account, and to Keyprint disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Keyprint will not be held liable for the good faith disclosure of any of this information to such a third party and that further specific consent need not be obtained for the transfer of such information to such third party.
72. The Customer agrees to the Standard Rates of Keyprint for any products supplied or services rendered, which rates may be obtained on request.
73. 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) within 24 hours of being e-mailed to any of the Customer's e-mail addresses, or any director, member's or owner's e-mail addresses; or (iv) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (v) within 48 hours if sent by overnight courier; and (vi) within 7 days of being sent by surface mail.
74. Any order is subject to cancellation by Keyprint if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or if judgement is recorded against the Customer or any of its principals.
75. The Customer agrees that Keyprint will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 32 or 74 occur.
76. In the event of the Customer being in arrears with any payment or in breach of any term of this agreement, Keyprint is entitled to cancel all contracts with immediate effect.
77. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the products at the time of repossession and (b) all other costs incurred in the repossession of the products. The value of repossessed or retained pledged products 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 products are not recovered for any reason whatsoever, the value shall be deemed to be nil.
78. The Customer agrees that any indulgence whatsoever by Keyprint will not affect the terms of this agreement or any of the rights of Keyprint and any such indulgence shall not constitute a waiver by Keyprint in respect of any of its rights herein. Keyprint will not be stopped from exercising its rights in terms of this Agreement under any circumstances whatsoever.
79. Keyprint shall not be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever.
80. The Customer chooses its address for legal execution as its physical or business address or the physical addresses 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).
81. The Customer undertakes to inform Keyprint, 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. Failure to do so will constitute a material breach of this agreement. Upon receipt of such written notification, Keyprint reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
82. The invalidity of any part of this Agreement shall not affect the validity of any other part.
83. In this agreement any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa.
84. The Customer hereby consents that Keyprint shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.
85. 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 84.