



centrafin

MTN Huawei/Verteco

Power M

Centrafin T&C's





## APPLICATION T&C'S

### • POPIA

Customer confirms and agrees on its behalf and on behalf of its directors, shareholders, members, partners and associates that Centrafin is entitled, at any time, to communicate with any person to obtain and provide any information relating to Customers payment behaviour, creditworthiness or defaults and Customer consents to Centrafin sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in the Protection of Personal Information Act 4 of 2013 ("POPIA"):

1. Customer agrees that Centrafin may:

- 1.1 make enquiries to confirm and verify any information Customer provided in its application;
- 1.2 seek information from any credit bureau when assessing Customers application and at any time thereafter.

2. Customer acknowledges and expressly consents that Centrafin may:

- 2.1 verify information Customer provided to Centrafin and generally make whatever enquiries Hirer may deem necessary from any source whatsoever;
- 2.2 process Customers personal Information to conclude the Agreement with Customer and for purposes of providing services to Customer;
- 2.3 process and disclose Customers personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
- 2.4 process and report on Customers personal information to comply with an obligation imposed by applicable laws on Centrafin; or
- 2.5 provide Customers personal information to our subsidiaries and associated entities for purposes of marketing and referring potential business opportunities within our associated group of companies.

### Access to Information and Financial Declaration I.R.O. The National Credit Act and Consumer Protection Act

Please note that by signing hereunder, you are granting permission for Centrafin to contact your Auditors/Accounting Officer authorising them to confirm that the information pertaining to your organisation is true and correct as at the last year-end financial statements produced, and where necessary obtain your latest signed financial statements, should you not attach same to this application.

### GENERAL

1. All applications are subject to financial approval and Centrafin is not required to justify its decisions.
2. Approvals are valid for 90 days
3. Monthly rental payments are indicative and have been calculated based on the information supplied as detailed above. Should there be any variation the Prime Interest rate, the package changed or cost thereof due to changes by the supplier, the rental term or equipment type, payments shall be recalculated to reflect the variations.
4. All transactions require a debit order from the client. If the client wants to pay by EFT and Centrafin accepts, a R69,99 pm additional service fee will be added to the rental.
5. Monthly rentals exclude VAT. VAT will be levied monthly.
6. Rentals exclude insurance cover. Centrasure can offer a competitive insurance option
7. Centrafin reserve the right to cancel any approval where settlements/upgrades/trade ins/second hand or refurbished goods are included without our knowledge thereof before the release of our approval.
8. Documentation fee ranging from R1000 to R4000 excluding VAT are payable upfront depending on package but can be capitalised into the rental, should the Customer conclude the transaction.
9. Customer is required to sign a Master Rental Agreement with its Specific Terms and Conditions and Transaction Schedule, should Customer elect to take up the approval. Such Agreement must be signed before Goods are installed.



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## MASTER RENTAL AGREEMENT & TRANSACTION SCHEDULE & ACCEPTANCE CERTIFICATE

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- Customers who are approved will have to sign Centrafin's Master Rental Agreement with its accompanying T&C's. There are two different agreements – one for CPA customers (Sole proprietors, Sole practitioners, and Juristic bodies with a Turnover/Net Asset Value below R2million) and one for Juristic Bodies with a Turnover/Net Asset Value in excess of R2 Million
- The Terms and Conditions of the Agreements will be sent to the Customer ("User") to peruse and if happy sign before any go ahead is given to Verteco to proceed with installation.
- A copy of both Agreements are to be found after the FAQ's.

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### FAQ

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- **Does Centrafin give warranties on the goods?**
- Centrafin gives no warranties on the goods – these are provided by the OEM, which in this case is Hauwei.
- **Does Centrafin maintain the goods?**
- No, the Rental Agreement is a non-performance-based agreement. Maintenance is an option provided by the supplier at an agreed cost between the parties, which in this case is Verteco.
- **Do the goods have to be insured?**
- Yes – all rented equipment must be insured by the User. User has freedom of choice but Centrafin can offer a comprehensive replacement insurance option via a registered insurer.
- **When do I start paying?**
- Centrafin will commence the agreement once Verteco has installed the goods and you have signed the Job Card and Acceptance Certificate.
- **How much will I pay?**
- You will pay an interim rental based on the agreed rental for your package divided by 30 and multiplied by the number of days from the commencement of the contract to the 25<sup>th</sup> of the month and thereafter the agreed rental for your package on the 25<sup>th</sup> of each month or the nearest business day to the 25<sup>th</sup> unless you specifically request a different payment date. Centrafin will also collect the service fee charged by Verteco on their behalf.
- **Will the rental change?**
- If the prime rate increases, Centrafin will amend the monthly rental and if you choose an escalating Rental, the rental will escalate annually by 6.5%. A 0% escalation option is available.
- **Can I stop paying if the goods don't work or if I change my mind about the need for the Goods or for any other reason?**
- No, the Rental Agreement is for the minimum agreed initial rental period selected by the User at the outset of the Agreement. Should you stop paying, the breach clauses contained in the agreement will come into force and effect. (The rental is similar to the finance of your car. You can't stop paying your bank if your dealer does not maintain the goods. Your remedy for performance is against the supplier/OEM.)
- **Can I upgrade the System?**
- Subject to financial approval, you can upgrade the system. The rentals will be in addition to, and not in substitution of the existing rental unless an agreed upgrade settlement is included in the new deal
- **Can I settle early?**
- Yes, Centrafin will supply a settlement figure on request.
- **What happens at the end of the initial term?**
- You need to give notice on the contract, which is 90 days, but will have various options available to you:
  1. You can give back the goods
  2. You can upgrade the goods
  3. You can continue to rent the goods
  4. You can purchase the goods for an amount equal to the final rental



# MASTER RENTAL AGREEMENT

entered into by and between  
**Centrafin Pty Ltd, (“Centrafin”)**  
 Registration No: 2000/011521/07 | Vat No: 4160203107  
 Allandale Offices, 2<sup>nd</sup> Floor, 23 Magwa Crescent, Waterfall City, Midrand,2090, Gauteng

and

Company Name “User”			
Physical Address			
Registration No		VAT No	
Landline No		Email For Account Correspondence	

## For User

Who acknowledges that the terms and conditions of this Master Rental Agreement have been accepted and that Centrafin may send statements and invoices electronically to User. Furthermore, User represents and warrants that the turnover or asset value of the User exceeds the sum of R2million (two million rand) as defined and calculated in terms of the government gazette no 34181 of 01 April 2011.

Signed at		Date		Authorised Signatory Name	
Witness Name and ID Number				Designation	
<b>Witness Sign Here</b> Witness Signature (unless User signs by way of Electronic Signature in which case not required)			<b>User Sign Here</b> Users’ Duly Authorised Signature/s or, if signed by Electronic Signature, User agrees to enter into the agreement by way of electronic signature and considers the electronic signature annexed hereto legally binding.		

## For Centrafin

Signed at	MIDRAND	Date	
		For Centrafin Signature/s	

## Debit Order Details

User requests Centrafin or its Cessionary/ies to draw against Users bank account, wherever it may be, the amounts due in terms of this Agreement.

Bank		Account Number		<b>User Sign Here</b> Authorised Signature/s
Branch		Branch Code		

## Guarantee In Favour Of Centrafin Pty Ltd

We urge you to read all of the terms of this Guarantee. You acknowledge that such terms have been pointed out to you and you have been given enough time to read the terms of this guarantee. If you do not understand any term/s of this Guarantee, we propose you get independent advice, before you sign as guarantor/s. If you sign this Guarantee, it will be deemed that you have read the terms and conditions and you will be bound by the terms thereof. You acknowledge having received a copy of the aforementioned Agreement and the schedules hereto and confirm you are aware of the terms thereof.

Full Name		Of (Physical Address)		<b>Signature 1</b> Signature	<b>Witness Signature</b> Unless Electronic signature
IT No					
Full Name		Of (Physical Address)		<b>Signature 2</b> Signature	<b>Witness Signature</b> Unless Electronic signature
ID No					

## Resolution

Extract of the minutes of a meeting of the User

It is resolved that the User enters into a Master Rental Agreement and transaction schedules thereto with Centrafin Pty Ltd for the renting of equipment and agreed tariffs specified in the Transaction Schedules to the Master Rental Agreement and upon the terms and conditions contained herein. Should the commencement date of the Master Rental Agreement pre-date this resolution then it shall have the effect of ratifying and confirming the contents of the Master Rental Agreement.

It is further resolved that the signatory above, be and is hereby authorised to sign this Master Rental Agreement, Schedules thereto and any other document that may be required to give effect to the terms and conditions of the Master Rental Agreement.

### CERTIFIED TRUE COPY

Signed At		Date	
<b>Resolutor’s Name And Capacity Here</b> Capacity Director / Member / Partner / Company Secretary / Treasurer		<b>Resolutor Sign Here</b> Signature Of Chairman Of Meeting / Company Secretary	



1. Centrafin hereby rents to User which hires on the terms and conditions herein and overleaf and in accordance with the provisions of clause 19 from the commencement date specified in the Transaction Schedule/s, the goods described therein for the rental payable at the rental payment frequency and for the rental period stated therein. If Quarterly payment option is chosen, the first payment date shall be the first day of each quarter (1 January, 1 April, 1 July, 1 October) following the commencement date of the Schedule/s. If monthly payment option is chosen, the first payment date will be the due date stated on the Transaction Schedule/s. If the commencement date is different from the rental due date, then the User will rent the goods in terms hereof, for a pro-rata rental based on the number of days from the said commencement date to first due date. The terms and conditions of this agreement shall apply mutatis mutandis to each and every Transaction Schedule/s which the parties may enter into and the goods described in any such Transaction Schedule/s shall be rented in accordance with the terms of this agreement as if the terms and conditions of this agreement were incorporated in such Transaction Schedule/s and the conclusion by the parties of a further Transaction Schedule/s shall create a separate agreement in respect of the goods described in such Transaction Schedule/s. Notwithstanding the foregoing, the breach of any one of the separate agreements as constituted shall be deemed, at Centrafin's election, to be a breach of any or all agreements effected in terms of this agreement.
- 2.1. User acknowledges and warrants that:
  - 2.1.1. the goods have been or will be purchased by Centrafin at the request of the User and solely for the purpose of renting the goods to the User
  - 2.1.2. the goods and the supplier have been selected by the User
  - 2.1.3. Centrafin gives no warranties or guarantees in connection with the goods and the goods are rented voetstoots by User
  - 2.1.4. All warranties implied by common law are expressly excluded.
  - 2.1.5. No representations of any nature whatsoever in connection with the goods are made by or on behalf of Centrafin
  - 2.1.6. User has inspected the goods prior to signature of this agreement and that User is in all respects completely satisfied therewith.
  - 2.1.7. The Rentals are payable in advance.
- 2.2. All risks including the risk of destruction or loss of the goods shall pass to User immediately on signature of this agreement. All costs in respect of the delivery and/or installation of the goods shall be paid by User.
- 2.3. User shall be obliged to take whatever steps as may be necessary to prevent the destruction or loss of the goods. User shall acquaint itself with the terms and conditions of any insurance policy issued pursuant to 5.1 and undertakes to do everything that may be necessary to ensure compliance with the terms and conditions of such insurance policy.
- 2.4. Centrafin shall at all times be and remain the owner of the goods and neither User nor any other person on his behalf shall at any stage before or after the expiry of this agreement or after the termination thereof acquire ownership of the goods in any way.
- 2.5. User has no authority to order or purchase on behalf of Centrafin or to act as an agent for Centrafin, except that User shall be deemed to accept the goods on behalf of Centrafin when the goods are delivered by the supplier to User and User acknowledges that the goods are delivered by the supplier on behalf of Centrafin.
- 2.6. User is obliged to obtain the required permission for the installation of the goods on the premises referred to in the Transaction Schedule/s and to procure such installation by the supplier of the goods or its authorised agent.
- 2.7. The parties hereby specifically agree that this agreement applies only to the rentals and amounts payable in respect of the goods as set out herein and the Transaction Schedule/s and that such rentals and amounts do not include any payments in respect of any maintenance and other services of whatever nature. The parties furthermore specifically irrevocably agree that the non-performance of any of the terms and conditions of any agreement other than an agreement specifically included herein in respect of the goods, or its maintenance will not in any way be raised as a defense against any claim for the payment of any amount payable in terms of this agreement.
- 2.8. User shall not be entitled to resile from this agreement or withhold payment of any amount due hereunder by reason of the late delivery or non-delivery of the good, failure to maintain the goods by the supplier, or any defect therein or part thereof, nor shall User have any claim against Centrafin for any loss or consequential damages suffered by it as a result thereof.
- 3.1. User shall pay to Centrafin the rentals set out in the Transaction Schedule/s. All such payments or any other payments owing in terms of this agreement shall be made without deduction of any nature.
  - 3.2. The User shall not be entitled to withhold payment of any Rentals for any reason whatsoever or be entitled to claim any remission of rental in any circumstances.
  - 3.3. All payments in terms of this Agreement, shall be made without set off or deduction or withholding of any nature, free of bank or other charges at Centrafin's address or at such other place as Centrafin or its Cessionary/ies may direct in writing.
  - 3.4. If User fails to effect any payment in terms of this agreement on the due date thereof such overdue amount shall be subject to the ruling prescribed rate of interest.
  - 3.5. Centrafin may appropriate any payments made by or on behalf of User to any indebtedness of whatsoever nature of User to Centrafin.
  - 3.6. If so required by Centrafin, User shall complete and deliver to Centrafin a banker's debit order document in such form as Centrafin may require or promissory notes or such other money market instruments as called for in payment of future rentals, which shall not be construed or regarded as substituting varying, or novating User's obligation under the agreement. Notwithstanding the afore going User's signature hereto constitutes User's authority to Centrafin or his Cessionary/ies to draw against User's bank account wherever it may be, the amounts due in terms of this agreement. Should Centrafin agree to electronic funds transfer User shall pay Centrafin an administration fee of R100.00 per month or R300.00 per quarter.
- 4.1. Should the Prime Rate be increased or reduced at any time above or below (as the case by be) the Prime Rate ruling at the date of this agreement, we shall increase or reduce the rentals specified in the Transaction Schedule/s. For all purposes in terms of this agreement, "Prime Rate" shall mean the publicly quoted basic rate of interest per annum (as certified by any Manager of us whose authority and/or appointment and/or qualification it shall not be necessary to prove) compounded monthly, at which the Centrafin's bankers lends in South African Rand to first class corporate borrowers from time to time on overdraft.
- 4.2. User acknowledges that in terms of the Value Added Tax Act ("VAT"), VAT at the prevailing rate as at date of signature hereto has been included in each rental. In the event of any change in the rate at which VAT is payable and/or in the amount of VAT payable in respect of the rental payments, the rentals which fall due on or after the date of said change shall be recalculated accordingly and the said recalculated rentals shall substitute the rentals which were calculated at the old rate.
- 4.3. Any dispute relating to any adjustment in terms of 4.1 and/or 4.2 shall be referred to any partner of Centrafin's then auditors who shall act as an expert and whose decision shall be final and binding on the parties hereto.
- 5.1.1 User is obliged to insure the goods for not less than the replacement cost thereof against all risks including political riot cover. User shall ensure that Centrafin's interest in the goods and this agreement is noted by the insurer in the policy and shall produce satisfactory proof thereof to Centrafin. User hereby cedes to Centrafin as security for the due performance of User's obligations in terms of this agreement all of User's right, title and interest in any insurance policy effected in terms of this agreement and undertakes to deliver such policy to Centrafin on demand. If User fails to insure the goods, or fails to produce to Centrafin written proof of such insurance within 14 (fourteen) days from date of demand, Centrafin shall be entitled to effect such insurance as it deems fit on User's behalf, the premiums in respect of which shall be payable by User to Centrafin on demand.
- 5.1.2 User is hereby given notice of its right of free choice in connection with its insurance obligations in terms of section 43 of the Short Term Insurance Act 53 of 1998. User represents and warrants that it has read, understood and is fully acquainted with the aforesaid provision. By signing this agreement, User acknowledges that:
  - it has been given prior written notice of its entitlement of the freedom of choice referred to in the said Act;
  - it exercised that freedom of choice;
  - it was not subject to any coercion or inducement as to the manner in which it exercised that freedom of choice.
- 5.2. If the goods or any part thereof are lost, stolen or damaged irrespective of the cause, User must notify in writing Centrafin and insurer immediately.
- 5.3. User shall be obliged to pay any excess that may be payable in terms of an insurance policy issued pursuant to 5.1.
- 6.1. User shall at all times keep the goods in its possession and under its control and shall take reasonable care in the use of the goods. User shall at its own expense maintain the goods in proper working order and keep the goods free from attachment hypothec or other legal charge or process. User shall not sell, let, loan, pledge, transfer or otherwise encumber the goods in any way or permit any lien to arise in respect of the goods. The goods shall be operated at the User's cost and be controlled only by properly trained, licensed and qualified persons. User shall comply with the specifications, instructions and recommendations of the manufacturer for the operation, service, maintenance and/or repair of the goods or part thereof.
- 6.2. User may not materially alter or modify the goods. Any part or accessory added to the goods shall become Centrafin's property without any compensation.
- 6.3. User shall at all reasonable times permit Centrafin or its representative to inspect goods.
- 6.4. User shall at its own expense apply for all licenses, certificates or exemptions that may be required for or in connection with the ownership or use of the goods.
- 6.5. User admits and agrees that the goods are moveable and that the goods are installed with the intention that the goods shall remain moveable and that they shall under no circumstances accede to any property.
- 6.6. User may not without the prior written consent of Centrafin remove or keep the goods or permit or allow them to be removed or kept outside the boundaries of the Republic of South Africa.
- 7.1. The goods will be kept at the address/es stated in the Transaction Schedule/s and User shall forthwith upon signature of this agreement notify Centrafin in writing of any other premises to which the goods are moved and of the name and address of the owner of such premises. User shall also notify Centrafin immediately of any changes that may occur from time to time in the leasehold or ownership of the premises upon which the goods may from time to time be installed or kept.
- 7.2. Prior to the goods being brought onto or installed in any premises User shall notify the owner and/or Lessor of such premises in writing of Centrafin's ownership in the goods and User shall notify each new owner or Lessor of such premises in writing immediately when a change in the ownership or leasehold of the premises takes place.
8. If User defaults in the punctual payment of any monies as it falls due in terms of this agreement, or fails to comply with any of the terms and conditions of, or its obligations under this agreement or commits any deed of insolvency or being a natural person, assigns surrenders or attempts to assign or surrender his estate, or allows a default judgment to remain unsatisfied for a period of seven days or be refused rescission within fourteen days of any default judgment or is sequestered or placed under business rescue or wound up, whether provisionally or finally or abandons the goods, or compromises with any of his creditors or endeavours or attempts





to do so, or makes any incorrect or untrue statement or representation in connection with this agreement or User's financial affairs or any particulars relevant there to, or breaches any warranty given in terms of this agreement, or does or allows to be done anything that might prejudice Centrafin's rights under this agreement then and upon the occurrence of any of these events Centrafin may without prejudice to any of its rights elect to:

- 8.1. remotely access the goods and limit use thereof, and/or
- 8.2. Without terminating this agreement, claim immediate payment of all amounts which are due and/or all rentals which would have fallen due in terms of this agreement and any Transaction Schedule hereto, until the earliest possible date this agreement could have terminated by notice (arrear plus future rentals up to the end of the initial period), all of which shall be immediately due and payable. Centrafin shall, pending payment of the aforesaid amounts, be entitled to be possessed of the goods and to retain possession thereof on condition that against such payment in full (including any interest and costs) Centrafin shall return the goods or similar goods to the User, for the remainder of the initial period, and the User shall not be entitled to any rebate or abatement of rentals or other amounts by reason of its loss of possession, or ;
- 8.3. immediately terminate this agreement, take possession of the goods, retain all amounts already paid by User and claim all outstanding rentals, all legal costs including legal expenses on the attorney and own client scale and, as agreed pre-estimated liquidated damages, the aggregate of the rentals which would have been payable had the agreement continued until expiry by effluxion of time.
- 9.1. Centrafin is entitled to cede and/or delegate without notice to User all or any of Centrafin's rights and/or obligations under this agreement including its rights of ownership in the goods or any of them, either absolutely or as collateral security, to any other person or persons and whether such cession is made to the Cessionary/ies alone or to the Cessionary/ies jointly and severally with Centrafin or any other person or persons, and if such cession occurs, User shall, if so required by any such Cessionary/ies, make all payments direct to such Cessionary/ies. Any reference in this agreement to Centrafin shall, unless the context indicates otherwise, be construed as referring to the Cessionary/ies. User hereby undertakes to accept the cession and/or delegation and to acknowledge the rights of the Cessionary/ies in terms of this clause and to hold the goods on behalf of the Cessionary/ies, subject to the conditions of this agreement.
- 9.2. The User agrees, that in the event of such cession, to the extent that any such Cession or delegation results in the splitting of claims the User hereby consents in advance to such splitting of claims.
- 9.3. This agreement is personal to User and User shall not in any circumstances be able to make over any of his rights and/or obligations hereunder without prior written consent of Centrafin.
10. Should User fail to comply with any of the provisions of this agreement, Centrafin shall be entitled but not obliged to effect such compliance on behalf of User. All costs and expenses incurred by Centrafin in effecting such compliance or otherwise in protecting its title to the goods shall be paid by User to Centrafin on demand.
- 11.1. Notwithstanding the provisions of this agreement should User in breach of its obligations fail to return the goods on termination of this agreement then in addition to any other claims that Centrafin may have against User pursuant thereto, User shall be liable to continue to pay rentals to Centrafin as if the agreement had not been so terminated.
- 11.2. User shall, on termination of this agreement, return the goods in good working order, fair wear and tear permitted, together with all applicable documents to Centrafin at User's cost and expense.
- 11.3. Upon the return of the goods in accordance with 11.2 Centrafin may dispose of the goods at such time and place and on such terms and conditions as Centrafin may determine. User shall then have no further right or interest in the goods.
- 11.4. If any of the goods, hired in terms of this agreement, are lost or stolen and not recovered within a period of 21 (twenty one) days after such loss or theft or are damaged beyond repair, this agreement shall terminate forthwith in respect of such goods, provided that such goods may, at Centrafin's election be replaced with similar goods, in which event this agreement shall apply mutatis mutandis to such replacement goods.
- 11.5. On termination of this agreement in pursuance of 11.4. the proceeds of any claim under and in terms of an insurance policy referred to in 5.1 shall be paid to Centrafin and shall be credited against the balance of rentals that remain unpaid in respect of the goods lost or destroyed immediately prior to termination of this agreement as provided for in 11.4. User, however remains liable for any outstanding rentals and the aggregate of the rentals which would have been payable had the agreement continued until expiry by effluxion of time that may remain unpaid after the crediting of the proceeds of the insurance claim and such outstanding rentals be paid on demand to Centrafin.
12. A certificate under the hand of any manager or director of Centrafin, as given from time to time, in respect of the indebtedness of User in terms of this agreement or in respect of any other fact shall be prima facie (that is, sufficient prove unless the contrary is proved) evidence of User's indebtedness to Centrafin and/or such other fact. It shall not be necessary to prove the appointment of the person signing such certificate.
13. No relaxation or indulgence granted or given by Centrafin to User shall be deemed to be a waiver of any of Centrafin's rights in terms of this agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of this agreement.
- 14.1. This agreement constitutes the sole and exclusive record of the agreement between the parties hereto relating to the subject matter thereof, and no variation, modification, consensual cancellation, novation or waiver of any of the provisions hereof, or any consent to any departure therefrom by either party, shall be of any force or effect or create any estoppel unless the same shall be reduced to writing and signed by the parties hereto.
- 14.2. The User specifically records and agrees that there are no collateral terms to this agreement which have not been recorded herein and accordingly the User shall not be entitled to secure a rectification of any of the terms and conditions of this agreement.
- 15.1 All costs and disbursements, including legal costs on the attorney and own client scale incurred by Centrafin in recovering possession of the goods or in tracing User and locating the goods and in collecting or endeavoring to collect all or any amounts payable by User to Centrafin in terms of this agreement or otherwise and all collection commissions, storage charges, costs of valuation of the goods, costs of sale including costs of restoring goods to a saleable condition, selling commission, dismantling and removal charges and all other fees and charges shall be for the account of User and are payable on demand as and when incurred.
- 15.2 All costs in respect of documentation and administration fees shall be paid by User.
- 16 This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
- 17.1. User hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings in connection with this agreement.
- 17.2. Notwithstanding the aforesaid, Centrafin shall be entitled to institute any proceedings in connection with this agreement against User in any division of the High Court of South Africa having jurisdiction.
18. The parties hereby respectively choose domicillum citandi et executandi for all notices and processes to be given and served in pursuance of this agreement at their respective addresses as given on the face of this agreement. Either party may change his domicillum by written notice delivered by hand or sent by prepaid registered post to the other party. Any notice is deemed to have been received 5 (five) days after date of posting if sent by way of pre-paid registered mail or on the date of delivery by hand.
19. This agreement shall continue after the rental period subject to the conditions contained herein, for an indefinite period until terminated by either of the parties giving the other 90 (ninety) days written notice of termination, provided that the notice shall not be given before expiry of the number of months reflected against Rental Period in the Transaction Schedule/s.
20. All words and phrases importing any one gender includes the other gender for the purposes hereof and the singular includes the plural and vice versa.
21. User confirms and agrees on its behalf and on behalf of its directors, shareholders, members, partners and associates that Centrafin is entitled, at any time, to communicate with any person to obtain and provide any information relating to Users payment behavior, creditworthiness or defaults and User consents to Centrafin sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in the Protection of Personal Information Act 4 of 2013 ("POPIA")
22. User acknowledges that its guarantor/s are entitled in law to obtain its confidential financial information and User hereby consents to Centrafin providing the guarantee/ies with Users confidential financial information.
23. User agrees that Centrafin may:
  - 23.1. make enquiries to confirm and verify any information User provided in its application;
  - 23.2. seek information from any credit bureau when assessing Users application and at any time thereafter.
24. User acknowledges and expressly consents that Centrafin may:
  - 24.1. verify information User provided to Centrafin and generally make whatever enquiries Centrafin may deem necessary from any source whatsoever;
  - 24.2. process Users personal information to conclude the Agreement with User and for purposes of providing services to User;
  - 24.3. process and disclose Users personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
  - 24.4. process and report on Users personal information to comply with an obligation imposed by applicable laws on Centrafin; or
  - 24.5. provide Users personal information to our subsidiaries and associated entities for purposes of marketing and referring potential business opportunities within our associated group of companies.
25. User have the right to access Users personal information held by us. Centrafin shall grant User such access during office hours within a reasonable time after receiving a written request for access.



**Guarantee**

1. I/ We the Guarantor/s listed in the guarantee section of the Master Rental Agreement, do hereby bind myself/ourselves jointly and severally as co-principal/s and for the primary continuing obligation for the proper and punctual payment by User, as defined overleaf, to Centrafin, as defined overleaf, or its cessionary/ies of all amounts whatsoever due and owing arising out of or incidental to the aforewritten Master Rental Agreement, and the schedule/s thereto and all and any other indebtedness to Centrafin, whether actual or contingent, present or future and howsoever arising (the "Guaranteed Obligations");
2. I/ We agree as a separate, additional, primary and continuing obligation to indemnify Centrafin or its cessionary/ies, from time to time on first demand, from and against all and any loss or damage incurred by Centrafin or its cessionary/ies as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to Centrafin or its cessionary/ies, the amount of such loss being the amount which Centrafin or its cessionary/ies would otherwise have been entitled to recover from the User in terms of the aforewritten Master Rental Agreement or the schedules thereto;
3. I/We undertake to pay the amounts referred in clause 1 and 2 and any other amounts owing to Centrafin or its Cessionary/ies in terms of the Master Rental Agreement and any schedules thereto at the ruling prescribed rate of interest.
4. I/ We acknowledge having received a copy of the aforewritten Master Rental Agreement and the schedules hereto and confirm I/ we are aware of the terms thereof;
5. I/ We shall promptly provide Centrafin or its cessionary/ies with such information which is in my/ our possession concerning me/us as Centrafin or its cessionary/ies may from time to time reasonably require;
6. I/ We shall ensure that my/ our liabilities under this Guarantee will rank at least *pari passu* in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities hereunder;
7. I/ We renounce the benefits of excussion, division and *cedendarum actionem*, the nature and extent of which I/ we acknowledge myself/ourselves to be aware;
8. No extension of time or indulgence that may be granted to User in the aforewritten Master Rental Agreement at any time, nor any release of any other security or guarantee shall in any way affect my/our liability hereunder;
9. I / We consent to the jurisdiction of the Magistrate's Court provided Centrafin shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction;
10. I/ We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own -client scale;
11. I/ We choose as my/ our *domicilium citandi et executandi* for all purposes arising out of this guarantee, the address/es as set out below;
12. I/ We indemnify and hold Centrafin and its cessionary/ies in the event of a cession harmless against any claim arising out of or incidental to the aforewritten Master Rental Agreement, to its breach or its termination for any reason whatsoever;
13. I/ We warrant and represent that I/ we have received and will continue to receive adequate value for the granting of this guarantee;
14. I/ We agree that where it is contemplated that more than one person will sign as guarantor, I or any of us who may have signed as guarantor shall be bound *in solidum*, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof.
15. We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this guarantee shall be of any force or effect unless it is in writing and signed by Centrafin or its cessionary/ies, in the event of a cession in terms of the aforewritten Master Rental Agreement;
16. The terms of clauses 12 and 21 of the aforewritten Master Rental Agreement shall apply hereto *mutatis mutandis*



## MASTER RENTAL AGREEMENT - CPA

entered into by and between  
**Centrafin Pty Ltd, (“Centrafin” or “Us / We / Our”)**  
 Registration No: 2000/011521/07 | Vat No: 4160203107  
 Allandale Offices, 2<sup>nd</sup> Floor, 23 Magwa Crescent, Waterfall City, Midrand, 2090, Gauteng  
 and

Company Name (“User” or “You / Your”):			
Physical Address:			
Registration No/ Id no:		VAT No:	
Landline No:		Email For Account Correspondence:	

### For User

Who acknowledges that the terms and conditions of this Master Rental Agreement have been accepted and that Centrafin may send statements and invoices electronically to User. Furthermore, User acknowledges that the terms & conditions have been pointed out to the user and that enough time has been granted to read these terms & conditions and confirm awareness thereof.

Signed At:		Date:	
Witness Name & Surname and ID Number:		Authorised Signatory's Name:	
		Designation:	

<b>Witness Sign Here</b> <b>Witness Signature</b> <small>(unless User signs by way of Electronic Signature in which case not required)</small>	<b>User Sign Here</b> <b>Users' Duly Authorised Signature/s</b> <small>Users' Duly Authorised Signature/s or, if signed by Electronic Signature, User agrees to enter into the agreement by way of electronic signature and considers the electronic signature annexed hereto legally binding.</small>
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### For Centrafin

Signed At:	MIDRAND	Date:	
		<b>For Centrafin's Signature</b>	

### Debit Order Details

User requests Centrafin or its Cessionary/ies to draw against Users bank account, wherever it may be, the amounts due in terms of this Agreement.

Bank:		Account No:		<b>User Sign Here</b>  <b>Users' Duly Authorised Signature/s</b>
Branch:		Branch Code:		

### Resolution

Extract of the minutes of a meeting of the User

It is resolved that the User enters into a Master Rental Agreement and transaction schedules thereto with Centrafin Pty Ltd for the renting of equipment and agreed tariffs specified in the Transaction Schedules to the Master Rental Agreement and upon the terms and conditions contained herein. Should the commencement date of the Master Rental Agreement pre-date this resolution then it shall have the effect of ratifying and confirming the contents of the Master Rental Agreement.

It is further resolved that the signatory above, be and is hereby authorized to sign this Master Rental Agreement, Schedules thereto and any other document that may be required to give effect to the terms and conditions of the Master Rental Agreement.

#### CERTIFIED A TRUE COPY.

Signed At:		Date:	
Name & Surname:			

<b>Resolutor's Name And Capacity Here</b> Capacity: Director / Member / Partner / Company Secretary / Treasurer	<b>Resolutor Sign Here</b> Signature of Chairman Of Meeting / Company Secretary
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## TERMS AND CONDITIONS (CONSUMER PROTECTION ACT)

If after reading this Contract you are not certain of your rights and your risks and obligations, we recommend that you obtain further advice.

1. This rental contract ("the/this Contract") is made up of the Rental Schedule on page 5 ("the Schedule") and the terms and conditions below.
2. In this Contract, "CPA" means the Consumer Protection Act 68 of 2008 (including its Regulations) as amended from time to time, if and only to the extent that it is applicable; "the Parties" means you and us; "Party" means you or us; "Prime Rate" means the interest rate published by our bankers from time to time as their prime lending rate, as certified by any manager of the said bankers whose appointment and designation need not be proved; "working day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
3. We rent the Goods described in the Schedule (the "Goods") to you, and you hire the Goods at the rental specified in the Schedule (the "Rental") on the terms of this Contract. Any reference to the Goods will include any substituted or replaced goods.
4. **This Contract and the Initial Rental Period starts on the Commencement Date in the Schedule, irrespective of when it is signed by you or us. We hereby rent to you which we on the terms and conditions herein and overleaf and in accordance with the provisions of clause 19 from the commencement date specified in the Transaction Schedule/s, the goods described therein for the rental payable at the rental payment frequency and for the rental period stated therein. If the Quarterly payment option is chosen, the first payment date shall be the first day of each quarter, for example (1 January, 1 April, 1 July, 1 October) following the commencement date of the Schedule/s. If the commencement date is different from the rental due date, then you will rent the goods in terms hereof, for a pro-rata rental based on the number of days from the said commencement date to first due date. The terms and conditions of this agreement shall apply mutatis mutandis to each and every Transaction Schedule/s which the parties may enter into and the goods described in any such Transaction Schedule/s shall be rented in accordance with the terms of this agreement as if the terms and conditions of this agreement were incorporated in such Transaction Schedule/s and the conclusion by the parties of a further Transaction Schedule/s shall create a separate agreement in respect of the goods described in such Transaction Schedule/s. Notwithstanding the foregoing, the breach of any one of the separate agreements as constituted shall be deemed, at our election, to be a breach of any or all agreements effected in terms of this agreement.**
5. **This Contract will continue after the Initial Rental Period unless you notify us in writing at least one month before the end of the Initial Rental Period that you wish to end the Contract on expiry of the Initial Rental Period and pay all amounts payable up to the expiry of the Initial Rental Period. If you do not give us notice, the Contract will continue to run on a monthly basis after the Initial Rental Period upon the terms hereof, subject to any material changes which we may notify you of, unless you and we agree in writing to renew the Contract for a further fixed period.**
6. You acknowledge that (i) we have bought or will buy the Goods only for the purpose of renting the Goods to you in terms of this Contract; (ii) you have chosen the Goods and us as the supplier of the Goods; and (iii) we do not know the purpose for which you require the Goods. **It is your sole responsibility to ensure that you inspect the Goods thoroughly and reasonably ensure that you are satisfied with the Goods and that they are in good working order and condition before you accept delivery thereof and before you sign a delivery receipt for the Goods. You agree that, when you sign a delivery receipt in respect of the Goods ("Release Note / Delivery Receipt"), you are declaring to us, in addition to any other declarations in the delivery receipt, that (i) you have inspected the Goods before accepting delivery; (ii) you are satisfied with the quantity, quality, condition and suitability of the Goods for your purposes; (iii) the Goods match up with your order and any written specifications you may have given us and conform to all safety standards, and, in the case of used goods, the Goods also match the description of the Goods contained in the delivery receipt; (iv) the Goods do not have any reasonably detectable defects and are ready to be used in every respect; and (v) you have accordingly accepted delivery of the Goods in all respects. You warrant that anyone who signs a delivery receipt on your behalf will have been authorised by you to do so and that we do not have to enquire into that person's authority.**
7. You must, unless we have agreed otherwise in writing, obtain and accept delivery of the Goods from us at your own expense and, if required, arrange for the installation and commissioning of the Goods at your own expense. You agree that you will hold the Goods on our behalf once you have taken delivery of them.
8. **You agree that the delivery and/or installation times are only estimates and that, although we will try to adhere to any agreed delivery times, delivery of the Goods or any offer by us to deliver the Goods to you within thirty (30) days of the estimated delivery date will be regarded as delivery of the Goods to you. We will not be liable for any costs or losses incurred by you as a result of any delay in the delivery of the Goods.**
9. You may not withdraw your signature or cancel the Contract prior to expiry of the Initial Rental Period or return or tender return of the Goods after you have accepted delivery and/or signed a delivery receipt in respect of the Goods and/or signed this Contract unless:
  - 9.1. you have the right to do so in terms of the CPA, which right will at all times be strictly limited as set out in the CPA; and
  - 9.2. you give us written notice by hand, registered mail or fax (in the prescribed form as set out in the CPA, if applicable) within the time periods set out in the CPA, of your intention to cancel or rescind this Contract or return the Goods and/or claim a refund, and set out the reasons why you wish to do so in such notice; and
  - 9.3. if you are in possession of the Goods, you either return the Goods at your or our risk and cost (as the case may be under the CPA or in terms of clause 12 below)
10. **You must notify us within 14 (fourteen) days of having discovered any defect in the Goods (as defined in the CPA) or of us being in breach and give us 30 (thirty) days written notice by registered post or by hand within which to rectify the breach before you lodge a complaint in terms of clause 46 or bring any legal action permitted under the CPA or at law against us.**
11. This following clause is only applicable in the event that you are a private individual or sole proprietor: If you choose to terminate this Contract in terms of section 14 (2)(i)(bb) of the CPA, you must, upon termination, (a) return the Goods to us at your risk and cost in accordance with clause 23, and (b) pay to us all amounts outstanding up to the date of termination and the early cancellation charge we stipulate in contemplation of this Contract enduring for the Initial Rental Period and any repair costs in terms of clause 23. You agree that, unless otherwise determined by a court of law or by the CPA, the early cancellation charge will be reasonable if it is calculated on the basis of the present value of the future rental payments payable up to the expiry of the Initial Rental Period (discounted on the basis of the Prime Rate).
12. **Subject to the CPA, all risk of loss, damage, theft and destruction to the Goods will pass to you and remain with you when you take delivery of the Goods or when we no longer have risk in the Goods, whichever is earlier.**
13. **You acknowledge and agree that:**
  - 13.1. **Neither we nor any cessionary give any warranties, expressly or implicitly other than as provided in terms of section 55, as read with section 56 of the CPA or in this Contract and manufacturer warranties ordinarily supplied with the Goods;**
  - 13.2. **subject to the CPA, we have not made and/or you do not rely on any representations made by us or our employees with regard to the Goods or their quality other than those set out in this Contract, and that neither we nor our employees will be liable for any innocent misrepresentations made to you; and**
  - 13.3. **we and any cessionary are not the manufacturer of the Goods, have not inspected the Goods and could therefore not reasonably have foreseen any manufacturing defect or have discovered any such defect and are therefore not reasonably responsible for any risk which occurs because of a manufacturing defect.**
14. **This Contract is only for the hiring of the Goods.** The Parties agree that any maintenance agreement concluded in respect of the Goods is a separate agreement from this Contract and the Rental payable for use of the Goods does not include any payment for maintenance or servicing of



the Goods. You may not refuse to comply with your obligations under this Contract because of any dispute you may have in relation to any maintenance agreement and/or because of any non-performance in terms of any maintenance agreement.

15. You will pay the first Rental on or before the Commencement Date. All the other Rentals will be payable monthly on it's due date and will, unless we or our cessionary advise you differently in writing, be payable by means of a debit order.
16. Should we agree to electronic funds transfer you shall pay us an administration fee of R100.00 per month or R300.00 per quarter
17. You must pay the Rentals without set-off or deductions of any kind, and free of bank or other charges. You may not claim any reduction of the Rental in any circumstances and you may not delay or refuse to make payments due to us on the basis of any claim which you may have against us. **You agree that, subject to the CPA, your payment obligations are absolute and unconditional and will continue even in the event of any defect in the Goods, or the loss or damage thereof for any reason whatsoever.**
18. **You agree that we may at any time before or after this Contract has ended, use any money paid by you as payment of any debt that you have with us, and if we do so, you must pay any shortfall which may arise under this Contract.**
19. Every year, on the anniversary of the Commencement Date, the Rental will increase by an amount equal to that percentage of the Rental payable during the last month of the previous year as is reflected in the Schedule.
20. **All agreements are linked to the prevailing Prime Interest Rate. We reserve the right to adjust the Rentals if the Prime Rate changes. This change is in addition to the annual increase of the Rentals as provided for in clause 19.**
21. Should the Prime Rate be increased or reduced at any time above or below (as the case by be) the Prime Rate ruling at the date of this agreement, we shall be entitled (but not obliged), at any time thereafter to increase or reduce the rentals specified in the Transaction Schedule/s. For all purposes in terms of this agreement, "Prime Rate" shall mean the publicly quoted basic rate of interest per annum (as certified by any Manager of us whose authority and/or appointment and/or qualification it shall not be necessary to prove) compounded monthly, at which the Centrafin's bankers lends in South African Rand to first class corporate borrowers from time to time on overdraft.
22. **You and we agree that we, or anyone we have transferred our rights to, shall at all times during and after termination of this Contract remain the owner of the Goods and that you do not have any rights to the Goods, other than as the user thereof.**
23. Upon termination of this Contract in terms of clause 5, you must return the Goods at your own expense to us in good working order and condition, fair wear and tear excepted. We will let you know the address to which you must deliver the Goods. If the Goods are damaged or not in good repair and working condition, we may restore the Goods to good order and working condition and the costs thereof must be paid by you on demand. If you give notice to end this Contract in terms of clause 5 or clause 12 and you do not deliver the Goods to us on or before termination date, you must continue to pay the Rental for every month thereof for which you remain in possession of the Goods. You will be liable for any collection and other costs which we may incur in attempting to collect the Goods.
24. You undertake that you will:
  - 24.1. use the Goods carefully only for the purposes and in the manner for which they are intended to be used;
  - 24.2. maintain the Goods in good working condition at your cost and strictly follow all of our or the manufacturer's instructions as to the use and servicing of the Goods. It is your responsibility to ensure that you read all instruction leaflets and manuals supplied with the Goods and that your employees follow them strictly;
  - 24.3. if applicable, ensure that any person who uses the Goods is fully qualified and authorised to operate and/or use the Goods;
  - 24.4. only use such consumables as prescribed by the manufacturer or otherwise approved by us;
  - 24.5. keep the Goods in your possession and under your control at all times at the address referred to in the delivery receipt(s) and you must get our written permission before you move the Goods to other premises;
  - 24.6. allow us or our agent to inspect the Goods at any reasonable time;
  - 24.7. comply with all laws relating to the possession, use, operation, licensing, registration and insurance of the Goods;
  - 24.8. pay the rental of the premises where the Goods are kept on time and comply with all laws and obligations relating to occupation of such premises. If the Goods are kept on premises which you do not own, you must immediately notify us in writing of the name and address of the owner of the premises. You must also inform any landlord, owner or bondholder of such premises in writing that we own the Goods.
25. You must not:
  - 25.1. alter or change the Goods without our written permission;
  - 25.2. give the Goods to any other person or sell, let, loan, pledge or transfer the Goods to another person without our written permission and you must not allow the Goods to become subject to any attachment or any legal claim by any third party. Should the Goods become legally burdened, you will immediately attend to having the Goods released.
26. **Insurance, and loss, damage or destruction of Goods:**
  - 26.1. **You have the right of free choice in connection with your insurance obligations in terms of section 43 of the Short Term Insurance Act, 53 of 1998("Insurance Act"). We will, at your written request, provide you with a copy of section 43 of the Insurance Act. By signing this Contract, you declare to us that (a) you have been given written notice of your right to the freedom of choice referred to in section 43 of the Insurance Act; (b) you have read and understood the said section of the Insurance Act; (c) you have exercised that freedom of choice; and (d) that you were not subject to any coercion or inducement as to the manner in which you exercised that freedom of choice.**
  - 26.2. **You must insure the Goods for all risks and for third party claims until the end of this Contract with a registered insurer of your choice under a separate insurance policy, alternatively under an existing insurance policy. The Goods must be insured for no less than their full market value. You must ensure that our interests in the Goods are duly noted in the relevant policy.**
  - 26.3. You must pay all insurance premiums on time.
  - 26.4. You must ensure that you comply with all terms, conditions and warranties of the insurance policy and must deliver a copy of the policy to us if asked by us to do so.
  - 26.5. We may at any time ask that you provide proof that the Goods are insured and that the premiums are paid up to date and you must provide this proof within 7(seven) days of our request. **If you fail to provide proof or fail to pay any premium or fail to insure the Goods, you agree that we have the right (but not the obligation), without affecting any other rights we may have, to insure the Goods to their full market value and/or to pay the premium on your behalf, in which case you must pay to us, immediately on request, the premiums and other related costs we may have paid to obtain or continue the insurance.**
  - 26.6. You cede (transfer) to us your rights in the insurance policy in terms of this Contract as far as the Goods are concerned. This cession is intended as security for your obligations under this Contract.
  - 26.7. If the goods are damaged, destroyed or lost, you must:
    - 26.7.1. Immediately advise us in writing and lodge an insurance claim with the insurer of the Goods;
    - 26.7.2. ask the insurance company to pay us all proceeds of the policy;
    - 26.7.3. if we request you to do so, repair or replace the Goods with similar goods approved by us and continue paying the Rentals.
  - 26.8. We may, without affecting our other rights and if we choose to do so:
    - 26.8.1. replace the Goods with similar goods out of the proceeds of the insurance policy which we receive; or
    - 26.8.2. cancel this Contract and claim payment from you in accordance with clause 28.2, in which case we will use the insurance proceeds we may have received to reduce our damages.
  - 26.9. The provisions of clause 33 will apply to any goods replaced in terms of this clause 26.
27. You will be in breach of this Contract if you:
  - 27.1. do not comply with any term of this Contract or of any other agreement between the Parties (all of which are agreed to be material); or
  - 27.2. act in any way which is referred to as an act of Insolvency in the Insolvency Act 24 of 1936; or
  - 27.3. allow any final judgement that has been taken against you to remain unpaid for more than fourteen (14) days after you become aware of the judgement; or



- 27.4. compromise (that is, ask or agree with a creditor to delay any payment or pay less than is due) or delay any payments owing by you to any of your creditors; or
- 27.5. are sequestrated or placed under administration or curatorship, in any event whether provisionally or finally and whether voluntarily or compulsorily; or under business rescue; or
- 27.6. fail to comply with any laws and/or regulations applicable to this Contract and your activities including (but not limited) to any environmental laws or responsibilities and, where applicable, any company laws; or
- 27.7. generally do anything which may harm our rights or cause us to suffer any loss or if our rights under any security given is lessened, lost or harmed in any way; or suffer any loss or if our rights under any security given is lessened, lost or harmed in any way; or
- 27.8. make or have made inaccurate or misleading statements or representations in connection with this Contract or your financial affairs, whether before or after you sign this Contract; or
- 27.9. allow the Goods to be seized under legal proceedings issued against you or forfeited to the State or otherwise abandon the Goods.
28. If you are in breach of this Contract, we may, (without affecting any of our other rights) immediately where your breach cannot be remedied, or where the default is capable of remedy and you do not remedy that default within twenty (20) working days of written notice from us to do so:
  - 28.1. claim immediate payment of the full amount which you would have paid to us had you fulfilled all your obligations under this Contract as if it was then due by you. This includes all amounts then outstanding and amounts which would have become due in the future over the remainder of the unexpired period of the Contract; if you do not make immediate payment, we may, notwithstanding that we choose to claim immediate payment in terms of this sub-clause, claim the relief set out in clause 28.2 below. We shall, pending payment of all those amounts, be entitled to be in possession of the Goods until full payment by you, whereupon the Goods will be returned to you for the remainder of the unexpired period of this Contract and you shall not be entitled to any rebate of Rentals or other amounts by reason of your loss of possession and enjoyment. The risk in the Goods shall however remain with you during the period in which we have possession of the Goods in terms hereof; or
  - 28.2. cancel this Contract, take the Goods back keep all payments you have made and recover from you all amounts outstanding at date of cancellation, and as pre-estimated liquidated damages the sum of all amounts payable over the unexpired period of this Contract, and all the quoted costs to repair any damage to the goods, fair wear and tear excepted;
  - 28.3. **We may also, without affecting any of our other rights, immediately on written notice to you, remotely access the Goods and limit use thereof and/or suspend service of such Goods by any service provider.**
  - 28.4. **You will pay to us interest at 5% (five per cent) above the Prime Rate on all overdue amounts, from the date that we acquire the right to claim from you until the date we receive payment from you; and**
  - 28.5. **You will pay or reimburse us any VAT and any costs, including, without limitation, repossession, valuation, storage and marketing costs, collection commission and attorney and own client costs, that may arise in connection with your failure to comply with any of the terms and conditions of this Contract.**
29. We may provide a certificate from any of our managers, whose position it will not be necessary to prove, showing the amount that is due to us and how it is calculated. Such certificate will on its mere production be prima facie proof (that is, sufficient proof unless the contrary is proved) of any amount due and/or owing by you in terms of this Contract.
30. **Neither we nor anyone acting on our behalf will be liable for, and you indemnify us from any claim, liability, loss, injury, death, damage, cost, expense or penalty whatsoever and howsoever arising including without limitation all direct and indirect, special and consequential losses or damages suffered by you or any third party in connection with or as a result of any act or omission by us or anyone acting on our behalf in relation to the Goods, the servicing, supply and/or delivery of the Goods and the use and removal thereof, other than a claim for liability, loss, injury, death damage, cost, expense or penalty arising from or attributable to:**
  - 30.1. **harm as provided for in terms of the provisions of Section 61 of the CPA, but subject to the exceptions in the CPA; or**
  - 30.2. **our gross negligence or the gross negligence of any person acting for or controlled by us, but in this instance, only for direct damages.**
31. **We will not under any circumstances be liable for and you hereby indemnify and hold us harmless from any claim, liability, cost, injury, death, expense or penalty suffered or incurred in connection with installation, misuse or abuse of the Goods and/or use or maintenance of the Goods which does not comply with manufacturer's instructions and/or this Contract.**
32. If, for any reason after the delivery of the Goods, the Parties agree to substitute the Goods with other goods, or if the Goods are replaced in accordance with the provisions of this Contract or the CPA, the substituted goods or replaced goods will, as from the date of delivery thereof, constitute the Goods and this Contract will continue with respect to those goods as if they were the original Goods: provided that the Parties shall sign an addendum recording the description of the substituted or replaced goods. You agree that we or our cessionary will be the owners of such goods from the date on which they are delivered to you and you agree and undertake to accept delivery of such replacement Goods with the intention that we or our cessionary will become owner thereof
33. You may not transfer this Contract or any of your rights under this Contract or the Goods to any other person unless we agree to this in writing and a valid deed of assignment must be concluded.
34. We may, with or without notice to you, transfer this Contract and ownership in and to this Contract and the Goods to any other person even though that cession and/or delegation may result in a splitting of claims against you and you agree that you will recognise the transfer and will (a) continue to hold the Goods for such person; (b) continue making all payments due in terms hereof to us, as agent for such person, unless you have been instructed otherwise in writing; and (c) fulfil your obligations to such person.
35. For all purposes of this Contract, you and we choose our respective street addresses set out in the Schedule, as the addresses for service of all legal process ("domicilium"); and
36. Where there is no street delivery of post to your chosen address, then we are allowed to send the legal notices to your postal box.
37. Each party may change its domicilium to another street address in the Republic of South Africa by written notice to the other.
38. You must advise us in writing of any change of your particulars as set out in this Agreement or as per any Schedule. If you fail to give notice of a change of address, we may use the last address we have for you, even if you are no longer there.
39. Unless otherwise stated, notices must be given in writing, and notice will be deemed to have been received seven (7) working days after posting, if posted by registered post, or on the next working day after delivery by hand.
40. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at the chosen domicilium.
41. This is the whole agreement between the Parties. You agree that the Schedule was fully and correctly completed before this Contract was signed.
42. No change to or cancellation of this Contract or waiver of any right under this Contract will be of any force or effect unless it is agreed in writing and signed by or on behalf of the Parties. You and we agree that electronic mail correspondence shall not qualify as a recordal in writing and electronic signatures shall not be regarded as signatures by or on behalf of both Parties.
43. Any indulgence we may give or have given you will not affect any of our rights against you. In other words, if we have not strictly enforced the terms and conditions of this Contract at any time, you may not assume that the terms and conditions have been altered. These terms and conditions will still apply
44. South African law will govern this Contract. The Parties agree that any court action can be instituted out of the Magistrate's Court irrespective of the amount of the claim. You agree that we do not have to institute action in the Magistrates Court.
45. Every part and every term of this Contract is separate and severable from the other. If a court finds any term or part of this Contract to be invalid or unenforceable, that term or part may be deleted but the remaining terms or parts thereof will not be



46. You confirm and agree on your behalf and on behalf of your directors, shareholders, members, partners and associates that Centrafin is entitled, at any time, to communicate with any person to obtain and provide any information relating to your payment behavior, creditworthiness or defaults and you consent to Centrafin sharing such information with third parties including its associates, credit bureau and funders for any purpose as contemplated in the Protection of Personal Information Act 4 of 2013 ("POPIA")
47. You acknowledge that your guarantor/s are entitled in law to obtain your confidential financial information and you hereby consent to Centrafin providing the guarantee/ies with your confidential financial information.
48. You agree that Centrafin may:
  - 48.1. make enquiries to confirm and verify any information you provided in your application;
  - 48.2. seek information from any credit bureau when assessing your application and at any time thereafter.
49. You acknowledge and expressly consent that Centrafin may:
  - 49.1. verify information you provided to Centrafin and generally make whatever enquiries Centrafin may deem necessary from any source whatsoever;
  - 49.2. process your personal Information to conclude the Contract with you and for purposes of providing services to you;
  - 49.3. process and disclose your personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;
  - 49.4. process and report on your personal information to comply with an obligation imposed by applicable laws on Centrafin; or
  - 49.5. provide your personal information to our subsidiaries and associated entities for purposes of marketing and referring potential business opportunities within our associated group of companies.
50. You have the right to access your personal information held by us. Centrafin shall grant you such access during office hours within a reasonable time after receiving a written request for access.
51. By signing this Contract, you declare and confirm that:
  - 51.1. you have not taken up any credit other than as indicated on your application for finance from the date of that application for finance to the date of entering into this Contract; and
  - 51.2. All the information that you have given us is true and current in every respect and that we may rely on this information.





## Guarantee In Favour Of Centrafin Pty Ltd

We urge you to read all of the terms of this Guarantee. You acknowledge that such terms have been pointed out to you and you have been given enough time to read the terms of this guarantee. If you do not understand any term/s of this Guarantee, we propose you get independent advice, before you sign as guarantor/s. If you sign this Guarantee, it will be deemed that you have read the terms and conditions and you will be bound by the terms thereof. You acknowledge having received a copy of the <sup>the terms thereof</sup> ~~the terms thereof~~ and confirm you are aware of the terms thereof.

1. I/ We the Guarantor/s listed below do hereby bind myself/ourselves jointly and severally as co-principal and for the primary continuing obligation for the proper and punctual payment by the User, as defined on the Master Rental Agreement Number above, to Centrafin, as defined on the said Master Rental Agreement, or its Cessionary/ies of all amounts due and owing arising out of or from the Master Rental Agreement and the schedule/s thereto and all and any other indebtedness to Centrafin, whether actual or contingent, present or future and however arising (the "Guaranteed Obligations");
2. I/ We agree as a separate, additional, primary and continuing obligation to indemnify Centrafin or its Cessionary/ies, from time to time on demand, from and against all and any loss or damage incurred by Centrafin or its Cessionary/ies as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to Centrafin or its Cessionary/ies. The amount of such loss shall be the amount which Centrafin or its Cessionary/ies would otherwise have been entitled to recover from User in terms of the Master Rental Agreement or the schedules thereto;
3. I/We undertake to pay the amounts referred in clause 1 and 2 and any other amounts owing to Centrafin or its Cessionary/ies in terms of the Master Rental Agreement and any schedules thereto at the ruling prescribed rate of interest.
4. I/ We acknowledge having received a copy of the Master Rental Agreement and the schedules hereto and confirm I/ we are aware of the terms thereof;
5. I/ We shall promptly provide Centrafin or its Cessionary/ies with such information which is in my/ our possession concerning me/us as Centrafin or its Cessionary/ies may from time to time reasonably require;
6. I/ We shall ensure that my/ our liabilities under this Guarantee will rank at least equal in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities;
7. No extension of time or indulgence that may be granted to the User in the Agreement at any time, nor any release of any other security or guarantee shall in any way affect my/our liability hereunder;
8. I / We consent to the jurisdiction of the Magistrate's Court provided Centrafin shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction;
9. I/ We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale, including collection commission and tracing charges incurred by Centrafin or it's Cessionary/ies;
10. I/ We choose as my/ our domicile for all purposes arising out of this guarantee, the address/es as set out below;
11. I/ We indemnify and hold Centrafin and its Cessionary/ies in the event of a cession of rights harmless against any claim arising out of or incidental to the Master Rental Agreement, to its breach or its termination for any reason whatsoever;
12. I/ We warrant and represent that I/ we have received and will continue to receive adequate value for the granting of this guarantee;
13. I/ We agree that where it is contemplated that more than one person will sign as guarantor, I or any of us who may have signed as Guarantor shall be bound jointly and severally, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms of this guarantee.
14. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this Guarantee shall be of any force or effect unless it is in writing and signed by Centrafin or its Cessionary/ies, in the event of a cession of rights in terms of the Master Rental Agreement;
15. I/We consent to Centrafin and its Cessionary/ies making enquiries about my/our credit record with any credit reference agency.
16. A certificate under the hand of any manager of Centrafin, as given from time to time, in respect of the indebtedness of User in terms of this agreement or in respect of any other fact shall be prima facie evidence of my/our indebtedness to Centrafin and/or such other fact. It shall not be necessary to prove the appointment of the person signing such certificate.
17. I/We consent to Hirer or its Cessionary/ies making enquiries about my/our credit record with any credit reference agency and any other party to confirm the details of this guarantee. Hirer or its Cessionary/ies may also provide credit reference agencies with regular updates regarding how I/We manage our account including my/our failure to meet agreed terms and conditions. I/We consent that credit reference agencies may, in turn, make the records and details available to other credit grantors. Hirer or its Cessionary/ies may also give this information to any person, who, in its opinion, needs it to carry out any of Hirer or its Cessionary/ies's rights or duties in terms of this guarantee or any law pertaining to the products I/we have guaranteed.

Name & Surname:		Of (Physical Address)	Signature 1 Signature	Witness Signature Unless Electronic signature
ID Number:				
Name & Surname:		Of (Physical Address)	Signature 2 Signature	Witness Signature Unless Electronic signature
ID Number:				
Name & Surname:		Of (Physical Address)	Signature 3 Signature	Witness Signature Unless Electronic signature
ID Number:				
Name & Surname:		Of (Physical Address)	Signature 4 Signature	Witness Signature Unless Electronic signature
ID Number:				
Name & Surname:		Of (Physical Address)	Signature 5 Signature	Witness Signature Unless Electronic signature
ID Number:				





### Transaction Schedule

Rental	R	Excluding VAT
Service Fee *	R 169.00	Excluding VAT
<b>No Excess</b> Replacement Cover Option	R	Excluding VAT
No Excess Replacement cover accepted	YES OR NO?	Initial
Payment Frequency	MONTHLY	
Initial Rental Term	months	
Annual Escalation	6.5 %	Initial
Commencement date	Date of payment to the supplier after job card signed off	
Rental due date	25th	
<p>1. All payments exclude VAT. VAT is levied at the prevailing rate as at date of signature and is claimed as input VAT in line with the chosen payment frequency.</p> <p>2. User confirms that they have been given prior written notice of User's right of free choice in terms of Section 43(1) of the Short Term Insurance Act 53 of 1998, and that they have exercised that freedom of choice and they were not subjected to any coercion or inducement as to the manner in which they exercised their choice.</p> <p>3. * Centrafin collects the Service Fee on behalf of the Supplier but is expressly not responsible for the services included in the Service Fee and such services do not form part of the Terms and Conditions of the Master Rental agreement.</p>		

User Sign Here

  
  
  
  
  
  
  
  
  
  

User's Signature

**User confirms that the rental details were fully completed prior to signature and any handwritten identifying insertions are authorised.**

### Equipment Schedule ("Goods")

QTY	DESCRIPTION	SERIAL NUMBER	INSTALLATION ADDRESS
	HAUWEI POWERMATE PER JOB CARD	PER JOBCARD	PER JOB CARD

### Delegation of Authority

User Delegates his/her authority to any one of the following persons, if applicable, to sign Centrafin's Acceptance Certificate contained the Job Card with the Supplier with the wording below on behalf of the User.

- a. the goods described in the Equipment Schedule ("the goods") and detailed on the Job Card have been delivered and installed in accordance with all the conditions of the agreement. ("The Agreement"),
- b. the goods, where applicable, have been subjected to all field operating and/or similar tests which have been completed and the results are satisfactory,
- c. the goods have been inspected, are new and unused and in good order and condition, free from defect and ready for use in every respect,
- d. no representations, undertakings or warranties not specifically contained herein are binding on Centrafin. User acknowledges that User was referred to Centrafin by the Supplier of the goods and that Centrafin has purchased the goods from the supplier at the Users special instance and request. Accordingly, User hereby indemnifies Centrafin against any claim that may be made against Centrafin, or for any loss that Centrafin may sustain arising out of or in relation to the purchase by Centrafin of the goods from the Supplier or the failure of the Supplier to pass ownership of the goods to Centrafin.
- e. the serial number/s on the goods correspond with the serial number/s on the Job Card and have been insured in accordance with clause 5.1.

	NAME	CAPACITY
1		
2		
3		

Company Name ("User")		Reg. No.	
Signed at		Date	
<b>Witness Name &amp; ID Number:</b>  User Sign Here  Witness signature (unless User signs by way of Electronic Signature in which case not required)		<b>User Name</b>  User Sign Here  User signature/s Users' Duly Authorised Signature/s or, if signed by Electronic Signature, User agrees to enter into the agreement by way of electronic signature and considers the electronic signature annexed hereto legally binding.	

### For Office Use Only

Signed at	MIDRAND	Date	
<b>For Centrafin (Pty) Ltd</b>			



## Acceptance Certificate

- a. the goods described in the Equipment Schedule (“the goods”) and detailed on the Job Card have been delivered and installed in accordance with all the conditions of the agreement. (“The Agreement”),
- b. the goods, where applicable, have been subjected to all field operating and/or similar tests which have been completed and the results are satisfactory,
- c. the goods have been inspected, are new and unused and in good order and condition, free from defect and ready for use in every respect,
- d. no representations, undertakings or warranties not specifically contained herein are binding on Centrafin. User acknowledges that User was referred to Centrafin by the Supplier of the goods and that Centrafin has purchased the goods from the supplier at the Users special instance and request. Accordingly, User hereby indemnifies Centrafin against any claim that may be made against Centrafin, or for any loss that Centrafin may sustain arising out of or in relation to the purchase by Centrafin of the goods from the Supplier or the failure of the Supplier to pass ownership of the goods to Centrafin.
- e. the serial number/s on the goods correspond with the serial number/s on the Job Card and have been insured in accordance with clause 5.1.

Company Name (“User”)		Reg. No.	
Signed at		Date	
<b>User or Delegated Signatory Name:</b>	<b>User or delegated Signatory Sign Here</b> <b>User signature/s</b> If signed by Electronic Signature User or Users’ Delegated Duly Authorised signatory/ies agree to enter into the agreement by way of electronic signature and considers the electronic signature annexed hereto legally binding.		
<b>For Office Use Only</b>			
Date		<b>For Centrafin (Pty) Ltd</b>	
Signed at	MIDRAND		