

Credit Application Form

Please complete in full

Trading name of business: _____

Registered name of business: _____

Previous trading/registered name(s): _____

Registered name of holding company: _____

Name(s) of subsidiary and associate company/ies: _____

Incorporated form of business: _____ Date business was established: _____

Business registration number: _____ VAT registration number: _____

Business activities: _____

Physical address: _____

_____ Code: _____

Delivery address (if different from physical): _____

_____ Code: _____

Registered address (if different from physical): _____

_____ Code: _____

Postal address: _____

_____ Code: _____

Invoice address (if different from postal): _____

_____ Code: _____

Tel number: _____ Fax number: _____

Email address: _____

The business premises are: Owned Leased

Name of landlord (where applicable): _____

Landlord contact person: _____

Landlord tel number: _____ Landlord fax number: _____

Landlord email address: _____

Landlord physical address: _____

_____ Code: _____

Landlord postal address: _____

_____ Code: _____

Credit Application Form Continued

Details of:	<input type="checkbox"/> Proprietor(s)	<input type="checkbox"/> Director(s)	<input type="checkbox"/> Member(s)	<input type="checkbox"/> Partner(s)
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Full name: _____ ID number: _____

Residential address: _____
 _____ Code: _____ Shareholding/Interest: ____%

Full name: _____ ID number: _____

Residential address: _____
 _____ Code: _____ Shareholding/Interest: ____%

Full name: _____ ID number: _____

Residential address: _____
 _____ Code: _____ Shareholding/Interest: ____%

Period the proprietor(s) has owned the business: _____

Auditor/Financial officer: _____ Fax number: _____

Bank: _____ Branch: _____

Account name: _____ Account number: _____

Date account opened: _____ EFT: Yes No

Trade reference number 1: _____ Tel number: _____

Physical address: _____ Credit limit: R _____

Trade reference number 2: _____ Tel number: _____

Physical address: _____ Credit limit: R _____

Trade reference number 3: _____ Tel number: _____

Physical address: _____ Credit limit: R _____

Trade reference number 4: _____ Tel number: _____

Physical address: _____ Credit limit: R _____

List all sureties, cession of debtors, notarial bonds, factorings and judgements: _____

List all liquidations and sequestrations against the business or its principals: _____

Have moratoriums or offers of compromise ever been made to any creditors? Yes No

Can the latest audited financial statements be made available? Yes No What year?: _____

Surety offered to substantiated credit limit: _____

Account contact person: _____ Designation: _____

Credit Application Form Continued

Undersigned accepts the Standard Conditions of Agreement included herewith. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the date of statement issued by Omega Digital. The signatory hereby binds the company as debtor for all existing debts and any future debts incurred with Omega Digital. The Customer hereby declares that no cheques will be issued in payment unless there are sufficient funds available and such funds will remain available in order that all cheque payments will be honoured and that under no circumstance will any cheque be stopped. I hereby certify that all above information is correct.

Order numbers used: Yes No Credit requested: R _____

Signed by: _____ Corporate designation: _____

at: _____ on this day the: ____ of: _____ 20 _____

Signature: _____

Accepted by: _____ Date: _____

Credit limit: R: _____

Conditions of Agreement

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and Omega Digital Technologies, and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Omega Digital Technologies; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspension or dissolution conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by Omega Digital Technologies and (g) these terms apply to all subcontractors and resellers of Omega Digital Technologies.

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by Omega Digital Technologies at its business address 2.2 Any order only becomes final and binding on receipt and acceptance of such order by Omega Digital Technologies at its business address per 2.1

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as co-debtor jointly and severally for the full amount due to Omega Digital Technologies and agrees that these Standard Conditions will apply in the exact same way to him / her.

4. The Customer acknowledges that it does not rely on any representations made by Omega Digital Technologies in regard to the goods and services or any of its qualities 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 Omega Digital Technologies in respect of the goods or services only or in writing will not form part of the Agreement in any way unless agreed to in writing by Omega Digital Technologies.

5.1 The Customer agrees that neither Omega Digital Technologies nor any of its employees will be liable for any negligent or intentional misrepresentations made to the Customer 5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use 5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed or schedule or requirements that work be completed earlier than agreed 5.4 Omega Digital Technologies reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing price to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

6.1 All quotations will remain valid for a period of 14 days from the date of the quotation 6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Omega Digital Technologies and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the cost price of the goods or forex fluctuations 6.3 If the Customer disputes the amount of increase, any independent auditor may certify the amount of the increase and such certificate shall be final and binding on the Customer 6.4 The Customer hereby confirms that the goods or services on any 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 any free from any defects 6.5 Notwithstanding the provisions of section 6 above, all orders or agreed variations to orders, whether oral or in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled 6.6 Omega Digital Technologies shall be entitled in its sole discretion to ship the delivery performance of the goods or services ordered in the quantities and on the dates it deems fit 6.7 Omega Digital Technologies shall be entitled to invoice each delivery performance actually made separately 6.8 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Omega Digital Technologies shall be prima facie proof that delivery was made to the Customer 6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full 6.10 Omega Digital Technologies may recover insurance premiums from the Customer for such ordered and uninsured goods 6.10 Delivery, installation and performance times quoted are merely estimates and are not binding on Omega Digital Technologies 6.11 If Omega Digital Technologies agrees to engage a third party to transport the goods, Omega Digital Technologies is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Omega Digital Technologies 6.12 The Customer indemnifies Omega Digital Technologies against any claims that may arise from such agreement in clause 6.11 against Omega Digital Technologies 6.13 Repair times and repair costs given are merely estimates and are not binding on Omega Digital Technologies 6.14 Any item handed in for repair may be sold by Omega Digital Technologies to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed 6.15 All goods taken on an evaluation, approval or demonstration basis by the Customer are deemed sold if not returned within 30 days of issue in the original condition, in the original packaging and with all accessories and manuals intact.

7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. The Customer has the option to extend the guarantee for a further 12 or 24 months according to the standard rates of Omega Digital Technologies available on request. Services carry no guarantee, and parts are guaranteed according to the Manufacturer's product specific warranties 7.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Omega Digital Technologies. 7.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of an alleged breach of contract and/or defect occurring, given Omega Digital Technologies written notice by prepaid registered post of such breach or defect, and has afforded Omega Digital Technologies at least 30 days to rectify such defect or breach 7.4 To be valid, claims must be supported by the original Tax Invoices 7.5 The Customer shall return any defective movable goods to the premises of Omega Digital Technologies at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer 7.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than Omega Digital Technologies or should the goods be used or stored outside the Manufacturer's specifications 7.7 Any item delivered to Omega Digital Technologies shall serve as a pledge in favour of Omega Digital Technologies for present and past debts and Omega Digital Technologies shall be entitled to retain or realise such pledges as it deems appropriate at the value as determined in 15.1. The open or realised value of pledged goods will be offset against the Customer's debts and any excess balance will be paid to the Customer.

8.1 Under no circumstances shall Omega Digital Technologies be liable for any consequential damages including loss of profits or for any default liability of any nature whatsoever 8.2 Under no circumstances shall Omega Digital Technologies be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9. Delivery of the goods or services to the Customer shall take place at the place of business of Omega Digital Technologies.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by Omega Digital Technologies shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the date of statement issued by Omega Digital Technologies. If the Customer is not ready to take delivery of the goods for any reason whatsoever, 50% of the invoice value has to be paid to Omega Digital Technologies. Special requirements for projects are available on request. 10.2 The Customer agrees to pay the amount on the tax invoice at the offices of Omega Digital Technologies or at such other place Omega Digital Technologies may designate in writing. 10.3 The risk of payment by cheque through the post rests with the Customer.

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension issued and signed by any director or manager or member or partner of Omega Digital Technologies, whose will not be applicable or enforceable unless agreed to by Omega Digital Technologies, reduced to writing and signed by the Customer and a duly authorized representative of Omega Digital Technologies. 11.2 The Customer is not entitled to sell off any amount due to the Customer by Omega Digital Technologies against its debt. 11.3 All discounts shall be forfeited if payment in full is not made on the due date.

12.1 The Customer agrees that the amount due and payable to Omega Digital Technologies may be determined and proven by a certificate authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer. 12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2003 have not been met.

13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the Usury Act on any moneys past due date to Omega Digital Technologies and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order. 13.2 The Customer expressly agrees that no debt owed to Omega Digital Technologies by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.

14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer, Omega Digital Technologies is: (a) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (b) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Omega Digital Technologies may be entitled to in terms of this Agreement or in law. Omega Digital Technologies reserves its right to stop supply immediately on cancellation or on non-payment. 14.2 A Credit Approved Customer will forfeit its approval when payment is not made according to the conditions of 10.1(b) and all amounts then outstanding shall immediately become due and payable. 14.3 Omega Digital Technologies shall be entitled to withdraw credit facilities at any time within its sole discretion.

15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods 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 goods are not recovered for any reason whatsoever, the value shall be deemed to be nil. 15.2 The Customer irrevocably authorises Omega Digital Technologies to enter its premises to repossess any goods delivered and indemnifies Omega Digital Technologies completely against any damage whatsoever relating to the removal of repossessed goods. 15.3 In the event of cancellation of the Agreement by Omega Digital Technologies, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

16.1 All goods supplied by Omega Digital Technologies remain the property of Omega Digital Technologies until such goods have been fully paid for whether such goods are attached to other property or not. 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Omega Digital Technologies. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Omega Digital Technologies in the goods. 16.3 If any goods 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 goods in ownership to Omega Digital Technologies.

17.1 The Customer shall be liable to Omega Digital Technologies for all legal expenses on the attorney-and-own-client scale of an attorney and counsel incurred by Omega Digital Technologies in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and 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 Omega Digital Technologies may demand. 17.2 The Customer agrees that Omega Digital Technologies will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.

18. The Customer agrees that no indulgence whatsoever by Omega Digital Technologies will affect the terms of this Agreement or any of the rights of Omega Digital Technologies and such indulgence shall not constitute a waiver by Omega Digital Technologies in respect of any of its rights herein. Under no circumstances will Omega Digital Technologies be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that Omega Digital Technologies shall have the right to institute any legal action in either the Magistrate's Court or the Witwatersrand Local Division of the High Court at its sole discretion.

20.1 Any document shall be deemed duly presented to and accepted by the Customer (a) within 3 days if 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 (b) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member or owner's fax numbers; or (c) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (d) within 48 hours if sent by overnight courier; or (e) within 7 days of being sent by surface mail; (f) within 24 hours of being e-mailed to any e-mail address provided by the Customer. 20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical address (domicilium citandi) 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). 20.3 The Customer undertakes to inform Omega Digital Technologies 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 and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Omega Digital Technologies reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer. 20.4 The Customer hereby consents to the storage and use by Omega Digital Technologies of the personal information that it has provided to Omega Digital Technologies for establishing its credit rating and (b) Omega Digital Technologies disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that Omega Digital Technologies will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

21. The Customer agrees to the Standard Rates of Omega Digital Technologies for any goods or services rendered, which rates may be obtained on request.

22. The invalidity of any part of this Agreement shall not affect the validity of any other part.

23. Any order is subject to cancellation by Omega Digital Technologies due to Acts of God from any cause beyond the control of Omega Digital Technologies, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

24. Any order is subject to cancellation by Omega Digital Technologies if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.

25. The Customer agrees that Omega Digital Technologies will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clauses 23 or 24 occur.

26. 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 19.

27. The Customer and the signatory hereby consent to the jurisdiction of the Magistrate's Court for all action which may be instituted against one or all for the recovery of any amounts owing to Omega Digital Technologies.

28. The Customer hereby agrees and permits that Omega Digital Technologies is entitled to (a) Make any reasonable enquiries to any party to verify and research any details provided by the Customer on this application form; or any other details in relation thereto; (b) Access the files of any Credit Bureau or its agents or its clients to ascertain the Customer's and its Directors and/or Members and/or Principals' total available credit profiles when assessing this application and at any time during the currency of the Customer's account with the Supplier; (c) Disclose the existence and the content of the Customer's account with Omega Digital Technologies, whether still current or not; to any Credit Bureau or other credit grantor for publication.