

APPLICATION FOR CASH ACCOUNT

COMPANY DETAILS ("the Customer")

Registered Company			
Trading name			
Company type			
Registration Number:		VAT number:	Registration

CONTACT DETAILS

Company phone number			
Primary contact person			
Telephone number		Email:	
Billing contact person			
Telephone number		Email:	

ADDRESS DETAILS

Postal address	
Physical address	
Landlord contact details	

BANKING DETAILS

Account holder name	
Bank name	
Branch name	
Branch code	
Account number	
Account type	



Directors/Trustees or Partners/Members			
Full name	Identity number	Address	Cell

SIGNATURE PROVISIONS

I/We the undersigned, warrant that the information given above is true and correct and that I/we have the authority to represent the Customer. I/We have read and understood the Good Morning Oil and Minerals (Pty) Ltd's (hereinafter "Supplier") terms and conditions, which terms and conditions will govern all transactions between the Customer and the Supplier.

Signed at _____ on this the _____ day of _____ 20__	
As witnesses: 1. _____ 2. _____	Full name of Customer's representative: _____ Signature: _____ Duly authorised to sign on behalf of the Customer.



1. STANDARD TERMS AND CONDITIONS OF SALE

- 1.2 These are the terms and conditions of sale which apply to all goods sold and/or services rendered by the Supplier to the Customer. These terms and conditions shall take precedence over any terms and conditions which may be contained in the Customer's order or other documentation and may only be altered with the express written agreement of the Supplier.
- 1.3 NOTICE TO CUSTOMER WITH REGARD TO LIMITATION OF LIABILITY OF SUPPLIER, ASSUMPTION OF LIABILITY BY CUSTOMER, INDEMNIFICATION BY THE CUSTOMER AND ACKNOWLEDGEMENT OF THE FACT BY THE SUPPLIER:

To the extent that the Customer is a natural person, or a juristic person as defined in the Consumer Protection Act 68 of 2008 ("CPA") whose asset value and annual turnover is, at the time of the conclusion of this agreement, both less than the threshold determined by the Minister in Section 6 of the CPA (currently R2 million) then the Customer's attention is drawn to the following specific conditions of GOOD MORNING OIL AND MINERALS (PTY) LTD's Terms and Conditions of Trade as required by Section 49 of the CPA. **CLAUSES: 7.1, 7.6, 7.8, 8.1, 8.4, 8.5, 8.6, 8.7 & 12.6.**

2. DEFINITIONS

- 2.1. "Customer": means the Applicant as reflected in the cash account application form
- 2.2. "Defective": means, in relation to goods, goods that cannot be used for the purposes it was intended to be used for;
- 2.3. "Goods": means fuel and/or lubricant and/or tanks and/or pumps sold by the Supplier and ordered by the Customer and includes delivery or transport services where these services are also rendered;
- 2.4. "The Order": means the written and verbal orders received from the Customer to which these terms and conditions apply;
- 2.5. "Supplier": means Good Morning Oil and Minerals (Pty) Ltd, Registration number: 2016/372955/07 and VAT number: 4240293367;
- 2.6. "Terms and conditions": mean these terms and conditions of sale, the contents of the Customer's orders and any written acceptance of the Customer's orders by the Supplier.

3. GENERAL

- 3.1. All goods supplied by the Supplier shall be supplied subject to these terms and conditions only. These terms and conditions shall take precedence over any terms and conditions which may be contained in the Customer's order, or other Customer documentation, and may only be altered with the express prior written agreement of the Supplier.
- 3.2. Any conflicting statements or special terms contained in any acceptance order or other documentation issued by the Customer shall not be effective unless such conflicting statement or special terms have been expressly agreed to in writing by the Supplier.
- 3.3. The Customer undertakes to notify the Supplier forthwith in writing of any change of address or change in ownership of the Customer.

4. ORDERS

- 4.1. The Supplier will only accept written orders. In the event of an incorrect written order, the Supplier will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to place a correct written order.
- 4.2. Orders placed by the Customer shall constitute irrevocable offers to purchase the goods or render the services in question at the usual prices of the Supplier applicable on the date when the Customer places the order for the goods or services.
- 4.3. Once a Customer's order has been accepted by the Supplier, a binding contract on the items, subject to the conditions contained herein, will have been entered into by and between the Supplier and the Customer, which contract shall not, without the consent of the Supplier be capable of variation and/or cancellation.

5. PRICES

- 5.1. The prices payable by the Customer to the Supplier for the goods or services shall be the ruling prices communicated and where required by a Customer, a written quotation will be valid for a period of 5 (five) working days.



- 5.2. Where a definite price has been expressly confirmed by the Supplier for execution of an order, such price shall nevertheless at all times be subject to an increase in the Supplier's list price ruling at the immediate time of delivery or part delivery of the order or during the order. However, the Customer shall be notified of any such increase and the Customer shall be entitled to terminate the order on 5 days written notice to the Supplier. Neither party having any claim against the other arising from the price increase or in consequence of such termination.
- 5.3. All prices communicated and quoted are exclusive of Value Added Tax and delivery costs.
- 5.4. Should the Supplier agree to deliver or install the goods to the Customer, then, in addition to the purchase price payable for the goods, the Customer shall pay to the Supplier all costs of installation and/or delivery of the goods to the address stipulated in the Customer's order, including, without limiting the generality of the foregoing and the cost of insurance, if applicable.
- 5.5. Alternatively, the Customer can collect the goods from the Supplier's premises by prior arrangement recorded in writing.

6. TERMS OF PAYMENT

- 6.1. Cash upon delivery. Funds owed to the supplier for the goods must be paid and reflecting in the designated bank account prior to the supplier offloading the goods.

7. DELIVERY

- 7.1. The Customer must inspect the goods immediately upon delivery to ensure that the goods which the customer will be entitled to return, can be returned within the terms of this agreement as specified in paragraph 8 below.
- 7.2. The goods will be delivered by road and delivery shall be deemed to have been made when the goods are off-loaded at the Customer's premises, provided that when the carrier has been nominated by the Customer, delivery shall be deemed to have taken place at the time that the goods are handed to the nominated carrier. All risk in and to the goods shall pass to the Customer upon delivery as stated above. The Customer shall be obliged to accept the delivery of the goods on the date specified or requested by the Customer in writing in the order of the Customer referred to in clause 3 and which has been accepted by the Supplier in terms of clause 3.
- 7.3. Should the Customer fail to accept delivery on such date, the risk of loss or damage to the goods together with all and any expenses or damages pursuant thereto, including but not limited to insurance, storage and further delivery charges shall be borne by the Customer and paid to the Supplier by the Customer on request.
- 7.4. When delivery of the goods is spread over a period, each separate delivery thereof shall be invoiced when dispatched/delivered. Each statement shall be treated as a separate account and payable in terms of clause 5.
- 7.5. Where the goods so delivered are delivered in a damaged condition or is in the opinion of the Customer of a lower grade, the Customer shall give written notice to the Supplier of such damage or grade/standard difference within five (5) days of delivery to the Customer.
- 7.6. Should the Customer fail to give such notice, the Customer shall have no claim in respect of any alleged grade/standard difference or damages and the goods shall be deemed to be on standard and in an undamaged state.
- 7.7. The Supplier shall endeavour to deliver the goods at the earliest possible time but in no instance can the Supplier accept liability for any loss or damage arising from the late delivery of the goods and time shall not be of the essence of the contract. No liability shall attach to the Supplier as a result of the failure to deliver if such failure is due to circumstances beyond the Supplier's control.
- 7.8. It is recorded that delivery dates shall be regarded as indicative only and whereas the Supplier will do everything possible to keep to such dates, the Supplier cannot be held responsible for any failure to do so. Notwithstanding anything to the contrary in these terms and conditions, the Supplier's liability in respect of any failure by it to

deliver the goods, or to deliver the goods timeously, shall be limited to an amount equal to the amount of the purchase price of such goods and, in any event, the Supplier shall not be liable for any consequential loss, loss of profit, special damages or any indirect loss of the Customer.

- 7.9. The Customer's or its representative's or agent's signature on the TAX Invoice or proof of delivery document upon receipt of goods verifies that products are received in good order and correct quantities were supplied and delivered.
- 7.10. **In the event that there are discrepancies between the amount/volume of goods charged and the goods delivered, the Customer must bring such discrepancies to the attention of the Supplier within 5 business days of date of delivery of the goods failing which it will be accepted that the correct amount/volume was delivered.**

8. RETURN OF GOODS

- 8.1. **The Customer must notify the Supplier within 24 hours, from date of delivery of the goods, in the event that the Customer may be entitled to return the goods as set out hereunder.**
- 8.2. The Customer must notify the Supplier's sales agent/representative, who will attend to the premises of the Customer and who will first test the fuel.
- 8.3. The Customer will be entitled to request upliftment of the goods sold and delivered:
- 8.3.1. If the goods are proven to be defective or of a different or lesser quality than ordered after the Supplier has had a reasonable opportunity to inspect and test the goods AND the Supplier is unable to replace the defective goods.
- 8.4. **In the event of 8.3.1 the liability of the Supplier in respect of any claim based on defective goods shall not exceed the replacement value of the goods against delivery of such goods to the Supplier.**
- 8.5. **Goods which were specifically ordered for the Customer, and NOT contemplated in Clause 8.3.1, are not returnable.**
- 8.6. The Supplier will refund the Customer and/or a credit note will reflect on the Customer's account .
- 8.7. **The Customer is required to take note of the fact that some of the Supplier's sales agents are independent representatives and not employees of the Supplier. The agent does not have authority to conclude agreements on behalf of the Supplier.**

9. VARIATIONS

The Supplier shall not be obliged to accept or act upon any changes, modifications or additions to the original Customer's instructions or if such changes, modifications or alterations were given subsequent to the Supplier's acceptance of the Customer's order. No variations of these terms and conditions or additions hereto shall be of any force or effect unless reduced to writing and signed by both the Supplier and the Customer.

10. LIABILITY

- 10.1. The Supplier shall not be liable to the Customer for any damages including, but not limited to, special, indirect, consequential loss and/or damages or loss of profits arising from the performance or non-performance, delict, breach of warranty, negligence or otherwise by the Supplier of its obligations in terms of these terms and conditions. This exclusion of liability shall relate to claims for breach of contract as well as for alleged negligence on the part of the Supplier.
- 10.2. The Customer acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, partnership, a company to close corporation or from a proprietorship, partnership or close corporation to a company at any time hereafter, as the case may be, any surety / signatory in terms of this application for credit shall nevertheless still remain bound as surety.

11. BENEFIT, RISK AND OWNERSHIP

- 11.1. Notwithstanding delivery of the goods to the Customer in terms of this agreement, the Supplier shall retain ownership of the goods, in which event the ownership shall only pass to the Customer once the full purchase price has been paid. All risk in and to all goods shall pass to the Customer on delivery of the goods to the Customer;
- 11.2. The risk of damage to the goods shall pass to the Customer on delivery and whilst the goods are in possession of the Customer. If the goods are damaged whilst in possession of the Customer the Customer shall be liable for such damages and/or payment for the goods delivered to it.
- 11.3. When the Customer collect goods from the Supplier using its own or an agent's transport then such collection will be entirely at the risk of the Customer. Where transport is arranged by the Customer

delivery and passing of risk in the goods shall be deemed to have taken place when the Customer's transport agent start to load the goods.

11.4 In the event that the Supplier transports the goods to the Customer, delivery and passing of risk in the goods shall be deemed to have taken place when the goods are offloaded at the delivery address.

11.5 If the Customer rents the premises where the goods are kept the Customer will inform its landlord of the Supplier's ownership of the goods.

11.6 If the Customer fails to take delivery of the goods, or delay the delivery of the goods, save where such delay is as a result of reasons beyond control of the Customer including, but not limited to, inability to secure transport, labour, power, materials, goods or supplies by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other disputes, fire, flood drought or legislation or any act or policy of any state or government or other authority having jurisdiction over the area, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Supplier's costs of storing, insuring and handling the goods until delivery takes place.

12 WARRANTIES & LIMITATIONS OF LIABILITY:

12.1 The Supplier warrants that the goods are:

- 12.1.1 reasonably suitable for the purpose for which they are generally intended;
- 12.1.2 of good quality;
- 12.1.3 in compliance with any applicable standard.

12.2 The Supplier will, upon the selection of the Customer, either replace the goods which do not comply with Clauses 12.1.1 – 12.1.3 above or refund the Customer the price paid by the Customer in respect of the goods or any agreed compensation.

12.3 No warranty shall be effective unless the warranty is expressly provided by the Supplier and shall be limited to the extent thereof.

12.4 The Supplier makes no other warranty of any kind, either express or implied.

12.5 No liability for damages will be attributed to the Supplier resulting from unsuitable or improper use or handling of the goods by the Customer or a third party, improper or negligent handling or storage, chemical or other influences unless the Supplier is responsible for such influences.

12.6 Neither party shall be liable to the other party for any consequential, incidental or indirect damages whether arising under contract or in delict.

13. BREACH

13.1 In the event of the Customer committing any breach of these terms and conditions including, but not limited to, the failure to make payment of the purchase price as agreed, the Supplier shall be entitled forthwith to claim repossession of the goods, for which purpose the Customer hereby irrevocably authorises the Supplier, through its duly authorised representative(s), to enter upon the premises where the goods are kept, to take possession of the unpaid goods. The exercise of this right shall not preclude the Supplier from its right to claim damages from the Customer occasioned by its breach. The Supplier shall, in the alternative, be entitled to enforce the provisions of these terms and conditions and claim payment of the full amount due by the Customer, any instalments of the price falling due in the future to become due and payable immediately.

13.2 If the Customer breaches these terms and conditions and the Supplier elects not to cancel the agreement of sale, the Supplier shall be entitled to suspend performance of any of its obligations until the Customer has complied with its obligations. Any relaxation, leniency or indulgence which the Supplier may extend to the Customer shall not in any way constitute a waiver of the Supplier's rights in terms hereof

14. HEADINGS

The headings to the clauses in these conditions are for reference purposes only and shall not affect their interpretation.

15. INABILITY TO SUPPLY OR DELIVER

If the Supplier cannot deliver, cannot deliver timeously, some or all of the goods for any reason beyond its control, including but not limited to lack of instruction from the Customer, stock shortage, industrial dispute or break-



down, production delays, government action, state of war, riot, or civil disturbance, natural pandemics, disasters or acts of God, the Supplier may, in its discretion, cancel the whole or any part of the agreement of sale forthwith. In the event of such cancellation the Supplier shall not be liable for any loss whatsoever (including any consequential loss of profits, special damages, or any indirect loss) thereby caused.

I, the undersigned (Name of the Signatory) _____

(Identity Number) _____

in my capacity as Director of _____,

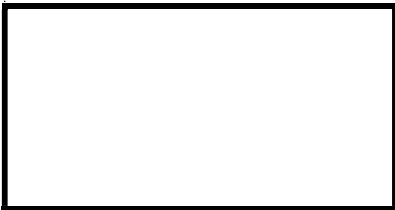
hereby acknowledge and agree to the Standard Conditions of Sale as stipulated herewith. (Attach resolution by board authorising director/other person to sign on behalf of customer company)

Thus done and signed for and on behalf of the Customer duly authorised, _____

Date _____

Authorised signature _____





Company Stamp
(Authorised signatory should be a director, partner, or member)

I, the undersigned (Name of the Representative of Supplier) _____

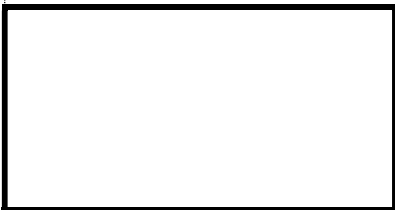
(Identity Number) _____

in my capacity as Director of _____, the
Supplier hereby acknowledge and agree to the Standard Conditions of Sale as stipulated herewith.

Thus done and signed for and on behalf of the Supplier duly authorised, _____

Date _____

Authorised signature _____



Company Stamp
(Authorised signatory should be a director, partner, or member)

AGREEMENT REGULATING ACCESS, PROCESSING & STORAGE OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT ("POPIA")

CUSTOMER'S NAME: _____

CUSTOMER'S REGISTRATION NUMBER: _____ "the Customer"

Good Morning Oil and Minerals (Pty) Ltd Registration Number 2016/372955/07 ("GOOD MORNING OIL AND MINERALS") is committed to compliance with the Protection of Personal Information Act. No. 4 of 2013 ("POPIA").

For purposes of this agreement, the following words bear the meanings associated with them below:

"Personal Information" means information relating to an identifiable, living, natural person, including:

1. Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureau or from CIPC (the Companies and Intellectual Property Commission);
2. Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; and/or
3. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person.

"Data Subject" means each director of the Customer and each shareholder of the Customer that is a natural person.

WHEREAS:

In the course of GOOD MORNING OIL AND MINERALS' Customer verification and credit vetting processes, GOOD MORNING OIL AND MINERALS will collect, and process Personal Information related to Data Subjects. GOOD MORNING OIL AND MINERALS may also share such information *inter alia* with third parties that provide credit insurance, credit vetting services, collection services and finance.

GOOD MORNING OIL AND MINERALS is committed to ensuring that any processing of Personal Information related to Data Subjects are limited to the express purposes of opening and management of an account for the Customer and that such processing is compliant with POPIA.

IT IS HEREBY AGREED THAT:

1. The Customer consents to GOOD MORNING OIL AND MINERALS:
 - 1.1. performing a credit search on the Customer's record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaus when assessing the Customer's Application for Credit (and at any other time in GOOD MORNING OIL AND MINERALS' discretion);
 - 1.2. recording the existence of the Customer's account with any Credit Bureau;
 - 1.3. transmitting any information pertaining to the Customer and to any Data Subject to: (a) any third party that provides credit vetting services, (b) credit guarantee insurance providers and brokers, (c) collection service providers; and (d) entities that provides financing to GOOD MORNING OIL AND MINERALS, (hereinafter referred to as "Approved Third Parties"), and to any such Approved Third Party in turn conducting its own Credit Bureaus and other credit vetting and debt collection processes; and/or recording and transmitting detail show the Customer has performed and how the account is conducted by the Customer in meeting its obligations on the account, including to a Credit Bureau and GOOD MORNING OIL AND MINERALS credit insurers.
2. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to GOOD MORNING OIL AND MINERALS, and details of how its account with GOOD MORNING OIL AND MINERALS is



conducted may be disclosed to any other creditor of the Customer, to Approved Third Parties, and, to any registered Credit Bureau after 21 (twenty-one) days' notice have been given to the Customer.

3. The Customer consents to the collection, processing and storage of Personal Information by GOOD MORNING OIL AND MINERALS related to Data Subjects, for the purposes of both the opening and ongoing management of a customer account.
4. The Customer warrants and represents that:
 - 4.1. it has concluded a contract with each Data Subject; and that in terms of such contract, the Customer has obtained the consent from such person to the processing of Personal Information by suppliers and Approved Third Parties, in the credit vetting process; and
 - 4.2. the processing of Personal Information by GOOD MORNING OIL AND MINERALS is necessary for the legitimate interests of GOOD MORNING OIL AND MINERALS *inter alia* in GOOD MORNING OIL AND MINERALS credit vetting, credit management and funding processes.
5. The Customer warrants that all Personal Information supplied to GOOD MORNING OIL AND MINERALS is accurate, up to date, is not misleading and that it is complete in all respects.
6. The Customer undertakes to immediately advise GOOD MORNING OIL AND MINERALS of any changes to the relevant Personal Information of a Data Subject, but not limited to, a change of ownership or control in the Customer.
7. GOOD MORNING OIL AND MINERALS undertakes:
 - 7.1. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by GOOD MORNING OIL AND MINERALS will be limited to the purposes set out herein and will not be excessive;
 - 7.2. not to disclose the Customer's Personal Information unless: (a) it is legally or contractually required or for its legitimate business purposes, or (b) permitted in terms of this agreement, including to approved third parties; and
 - 7.3. to use reasonable efforts in order to ensure that Personal Information related to Data Subjects in its possession or processed on its behalf is:
 - 7.3.1. kept confidential;
 - 7.3.2. stored in a secure manner; and
 - 7.3.3. processed in terms of the provisions of POPIA, and, for the purposes for which GOOD MORNING OIL AND MINERALS has been authorised;
 - 7.4. to take reasonable steps to identify risks associated with the processing of the Customer's information and establish safeguards against any such identified risks; and
 - 7.5. to take reasonable steps to ensure that the Customer is notified in the event of a breach of the confidentiality of the Customer's Personal Information.
8. The Customer has a right to lodge a complaint with the information Regulator if the Customer is of the view that its rights in terms of POPIA have been breached. The contact details of the information Regulator are:
 - Telephone Number: 012 406 4818
 - Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
 - E-mail Address: POPIAComplaints@inforegulator.org.za
 - enquiries@inforegulator.org.za

THUS, DATED AND SIGNED AT _____ THIS ____ DAY OF _____ IN THE YEAR 20 ____

SIGNATURE OF Customer: _____

Customer's registered name and registration number: _____

Name & Surname (and duly authorized): _____

Position held _____

