

**AGREEMENT FOR THE SUPPLY OF GOODS & SERVICES**

**INCORPORATING ZEN OIL PRODUCTS (PTY) LTD's  
GENERAL TERMS AND CONDITIONS**

Entered into between:-

**ZEN OIL PRODUCTS (PTY) LTD**

(Registration No. \_\_\_\_\_)

(hereinafter referred to as "the Company")

and

---

(Registration No./Identity No. \_\_\_\_\_)

(hereinafter referred to as "the Customer")

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**TERMS & CONDITIONS**  
**FOR THE SUPPLY OF GOODS & SERVICES**

**1. INTERPRETATION**

- 1.1 In these Terms & Conditions:-
- 1.1.1 The headings to the clauses are for reference purposes only and shall not aid the interpretation of the clauses which they relate to.
- 1.1.2 Any reference to “Parties” shall include the Parties’ respective successors-in title and, if permitted in these Terms and Conditions, their respective cessionaries and assignees.
- 1.1.3 Any reference to one gender shall include the other gender.
- 1.1.4 Words in the singular number shall include the plural and vice versa.
- 1.1.5 If any definition in this clause 1 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of these Terms and Conditions.
- 1.1.6 These Terms and Conditions and any other terms and/or conditions agreed between the Parties shall be governed in all respects by the Law of the Republic of South Africa.
- 1.1.7 Unless inconsistent with or otherwise indicated by the context, the following words and expressions shall have the meanings set out opposite them:-
- 1.1.7.1 “Addendums” means the terms of service and deed of suretyship agreement to be read with these Terms and Conditions as well as any other addendums not expressly mentioned;
- 1.1.7.2 “Business” means all and any business undertaken, including any advice, information or services provided, whether gratuitously or not, by the Company for and on behalf of the Customer in terms of these Terms and Conditions.
- 1.1.7.3 “Company” means ZEN OIL PRODUCTS (Proprietary) Limited or whatever trade name it may assume from time to time, its holding company and its subsidiary companies, and includes the Company’s servants, agents and/or representatives.
- 1.1.7.4 “Customer” means any natural person or juristic entity at whose request or on whose behalf the Company undertakes any Business.
- 1.1.7.5 “Alternative Payment Agreement” means the agreement in terms of which a deferred payment option is extended to the Customer by the Company, upon approval by the Company of the Customer’s application to the satisfaction of the Company as to the Customer’s creditworthiness, and which is to be read with these Terms and Conditions, governing the terms of the payment option granted to the Customer;

- 1.1.7.6 “Goods” means the Goods supplied by the Company to the Customer and includes any containers and/or equipment used in connection with or in relation to the Goods.
- 1.1.7.7 “Law” means the common law and any applicable Constitution, statute, by-law, proclamation, regulation, rule, notice, treaty, directive, code of practice, charter, judgment or order having force of law in South Africa, and any interpretation of any of them by any court or forum of law;
- 1.1.7.8 “Point of delivery” shall unless otherwise specifically stated, be the places respectively endorsed on the documents relating to the agreement in question or the agreement as between the Parties reached in accordance with these Terms and Conditions as being the place at which the Goods are to be collected or received by the Company or the place at which the Goods are to be delivered by the Company as the case may be.
- 1.1.7.9 “Terms and Conditions” means the terms and conditions hereinafter set out which governs the contractual relationship between the Parties.
- 1.1.7.10 “Transfer of Possession” means the transfer of possession of Goods from the property of the Company into or onto the property of the Customer at the Point of Delivery.

## 2. **GENERAL APPLICATION OF BUSINESS**

- 2.1 Business is undertaken by the Company strictly subject to these Terms and Conditions which shall be deemed to be incorporated in and be a part of any agreement between the Company and the Customer.
- 2.2 The Company deals with the provision and supply of Goods only on the basis set out in these Terms and Conditions.
- 2.3 To the extent that the Company in fulfilling its obligations to the Customer, is subject to specific rights and obligations, whether contractual or otherwise, with third parties (whether acting as agents or subcontractors to the Company or not) which are more onerous to the Company than those contained in these Terms and Conditions and any other terms and/or conditions agreed between the Parties, those more onerous rights and obligations shall be incorporated herein and be passed onto the Customer in its relationship with the Company, (without imposing any additional liability on the Customer not already catered for herein), whether or not inconsistent with these Terms and Conditions and any other terms and/or conditions agreed between the Parties, and the Company undertakes to make available such terms and conditions to the Customer.
- 2.4 Unless the Parties agree in writing, and specific mention of Clause(s) within this agreement are made specifically to the contrary, these Terms and Conditions shall prevail in the event of the Customer itself having trading terms and conditions, even if the latter conditions are apparently incorporated after these Terms and Conditions.
- 2.5 The Company is entitled to amend these Terms and Conditions and to publish supplementary terms and conditions which will be available electronically to the Customer on the Company’s website, [www.zenoil.co.za](http://www.zenoil.co.za) or at the Company’s offices. The

client may request terms and conditions, and any clarification thereof, at any time by way of written request made to info@zenoil.co.za. All amendments and supplements shall take effect 7 (seven) days from the date which such amendment or supplement is made by the Company.

- 2.6 Notwithstanding any prior dealings between the Company and Customer, all documents and other matters (including cash, cheques, bank drafts and other remittance) sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company by the postal authorities or placed in the Company's post office box if so addressed.

### 3. **ORDERS FOR SUPPLY OF GOODS**

- 3.1 Orders by the Customer given to the Company shall:
- 3.1.1 be precise, dated and clear;
  - 3.1.2 be in writing;
  - 3.1.3 be timeously provided by the Customer and in advance of the Company having to render the services for provision of goods;
  - 3.1.4 shall state all required information as required by the Company
- 3.2 Instructions not complying with the requirements of clause 3.1, shall not be binding on the Company.
- 3.3 Following receipt of an order by the Company from the Customer, the Company shall provide the Customer with a quotation/proforma invoice.

### 4. **QUOTATIONS/PROFORMA INVOICES**

The Company shall be entitled at any time by notice to the Customer to revise its quotation if circumstances necessitate it. If the Customer then elects not to proceed, the Company may cancel or resile from the amended quotation in circumstances where it becomes impracticable or uneconomical for the Company to carry out the Business at the quoted rate. And the Customer shall have no claim whatsoever against the Company for any loss that the Customer might incur as a result of the Company cancelling or resiling from the quotation or agreement.

### 5. **PAYMENT**

- 5.1 Unless a written agreement to grant deferred payment terms has been entered into by the Company, or any other agreement is reached between the Parties in writing, the terms of payment shall be cash on delivery. These terms and conditions shall apply and be read in conjunction with the written alternative payment agreement notwithstanding the fact that it is concluded separately hereto.
- 5.2 In the event of the Company agreeing to grant a deferred payment option as aforesaid, the Customer will be granted same in accordance with the agreement, the payment terms of which will require payment to be made to the Company by the last day of the calendar month following the date of the invoice, any payment due, received more than 20 days after the due date will automatically attract a 2% late payment fee on the amount due.

- 5.3 In addition to the charges for the services rendered to the Customer by the Company, all disbursements incurred by the Company on behalf of the Customer shall be paid by the Customer to the Company without set-off, immediately upon presentation of an account in respect thereof by the Company to the Customer.
- 5.4 The Customer shall not under any circumstances be entitled to make any deductions or to set off any amount whatsoever and howsoever arising from such invoices owing to the Company by virtue (but without derogating from the generality thereof) of any real or alleged counter claim by the Customer against the Company.
- 5.5 All amounts paid by the Customer to the Company shall be allocated by the Company to such liabilities as the Company may in its sole discretion determine. The Customer conversely shall not be entitled to stipulate or allocate payments to any particular outstanding amount.
- 5.6 In the event of any sum(s) due to the Company as aforesaid not being paid on due date, the Company shall be entitled to give to the debtor 7 (seven) days prior written notice that should payment of the debt not be made in full within the said period of 7 (seven) days, the Company will have the right to pursue alternative legal remedies to its availability and immediately cease the provision of continued services to the Customer.
- 5.7 The Company shall be entitled to payment by the Customer of its legal costs on an attorney and own client scale, for the recovery of funds due to it in terms hereof or any non-payment by the Customer, which the Customer shall be liable for.

6. **SURETY**

As stipulated herein, the person, affixing his/her signature to these terms and conditions, binds itself as surety in favour of the Company and as co-principal debtor in solidum with the Customer in respect of the Customer's indebtedness and/or obligations to the Company in whatever amount and for whatever cause, on a renunciation of the benefits of division of excussion, with the full meaning and scope of which it declares itself to have full knowledge. To give effect to this clause, the person affixing his/her signature to these terms and conditions undertakes to affix their signature to the deed of surety, annexed hereto.

7. **CUSTOMER'S WARRANTIES**

- 7.1 The Customer warrants that:-
- 7.1.1 The person representing the Customer in contracting with the Company is duly authorised and legally able to do so, is either the owner or the authorized agent of the owner of any Goods in respect of which it instructs the Company, and that each such person is bound by these Terms and Conditions.
- 7.1.2 In authorising the Customer to enter into any agreement with the Company and/or in accepting any document issued by the Company in connection with such agreement, the owner, sender or consignee is as surety bound by these Terms and Conditions for itself and its agents and for any Parties on whose behalf it or its agent may act, and in particular, but without limitation and without foregoing the generality hereof, it accepts that the Company shall have the right to enforce

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against them jointly and severally any liability of the Customer under these Terms and Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid as in accordance with the provisions of the suretyship at the end of this document.

7.1.3 That it will not withhold any necessary or pertinent information, and herewith indemnifies the Company against all claims, losses, penalties, damages, expenses and fines whatsoever, whensoever and howsoever arising as a result of a breach of the foregoing whether negligently or otherwise.

7.1.4 It indemnifies the Company, director, servant, employee, agent or independent contractor of the Company against any claim made against them in connection with the Goods or the dealing with or of such Goods by any third Party in respect of any Business conducted.

## 8. **SUB-CONTRACTING BY THE COMPANY**

8.1 Any Business conducted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself, by its own servants performing all or part of the relevant services, or by the Company employing, instructing or entrusting the service delivery to third Parties on such conditions as may be stipulated by or negotiated with such third Parties for the purposes of such services, or such part thereof as they may be employed to carry out.

8.2 Where the Company employs third parties to perform all or any of the functions which it has agreed to perform, the Company shall have full responsibility to the Customer for any acts or omissions of such third parties. Liability of these third-party acts or omissions will follow those as set out in any insurance agreement with the Company.

## 9. **LIMITATION OF COMPANY'S LIABILITY AND INDEMNITY**

9.1 The Company shall not be liable for any loss or damage whatsoever unless such loss or damage:

9.1.1 occurs whilst the Goods are in the actual custody of the Company and under its actual control; and

9.1.2 is proved to have been directly attributable to the wilful act or omission of the Company;

9.1.3 is excluded in terms of any other provision of these terms and conditions.

9.2 In all such events the burden of proving such wilful act or omission shall at all times rest upon the Party alleging it.

9.3 Notwithstanding anything to the contrary contained herein or in any Law, the onus of proving the Customer has complied with these Terms and Conditions shall at all times be on the Customer.

9.4 The Customer shall be fully responsible for any and all goods once possession of said goods has been transferred from the possession from the Company to the Customer.

- 9.5 Notwithstanding the provisions of the law, the onus remains with the Customer to ensure the Goods received by the Customer are in the condition, any reasonable or industry standard method the Customer deems fit, and that the quantity(ies) that has been agreed upon as stipulated under Clause 3.1 of this agreement prior or upon Transfer of Possession of said Goods. The Customer agrees that Company shall not be held liable for any loss, damage, penalties, costs, fines, injury, or any other claims for any defects, contamination, incorrect quantity(ies) once Transfer of Possession has been completed unless reasonably proven otherwise.
- 9.6 The Company shall not be liable for any claims, damages, costs, penalties, loss, injury of whatsoever nature that may arise due to incorrect, unlawful, negligent, nefarious use, storage or handling by the Customer of the Company's Goods.
- 9.7 The onus remains solely on the Customer to manage its own affairs including but not limited to, make themselves aware of, ensure and enforce all applicable laws, regulations and procedures, are adhered to for, but not limited to, the usage, storage and handling of Goods from the time that Transfer of Possession of said Goods takes place.
- 9.8 The onus remains solely with the Customer to ensure that all the Customer's equipment, including but not limited to, transfer, storage, use, handling, ancillary and supporting equipment is in a safe condition, maintained to a reasonable standard in line with industry standards, laws, regulations or otherwise.
- 9.9 Delivery dates and times as announced by the Company are approximations and are non-binding. If the Company is not able to Deliver on that date or time, the Company shall give the Customer reasonable notice where it is reasonably practicable to do so.
- 9.10 The Customer shall have no claim to loss, damages, penalties, costs or any claims whatsoever for delays in deliveries within a reasonable timeframe.
- 9.11 Should the Customer fail to take Transfer of Possession of Goods as agreed upon without prior written arrangements or without reasonable premise, the Company shall be entitled to claim costs associated with non-delivery which may include but not limited to, storage fees, travel costs and handling fees.

## 10. COSTS

- 10.1 Save where otherwise agreed between the Company and the Customer, all work undertaken by the Company shall be charged for at the rate specified in the Company's quotation as amended from time to time or in respect of the Company's usual charges in relation to the Business and as set out in the Company's invoice, payable as in terms of the invoice issued to the Customer.
- 10.2 The Customer shall be liable for payment of the Company's account for any services rendered as envisaged herein, including any additional charges of whatsoever nature, levied by the authorities in connection with the Goods, and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.

11. **DEFAULT**

- 11.1 In the event that the Customer shall default in fulfilment in any of its obligations to the Company, whether relating to payment of money is due or otherwise, the Company shall be entitled to:-
- 11.1.1 Cancel the agreement; or
  - 11.1.2 Claim specific performance from the Customer.
- 11.2 In the event that the Company cancels the agreement, the Company shall be entitled to:
- 11.2.1 Claim immediate payment of all amounts due to it together with interest and all legal costs on an attorney-client scale inclusive of collection commission and tracing charges; and
  - 11.2.2 Suspend all Business; and
  - 11.2.3 Institute any action it deems appropriate against the Customer in the appropriate South African Court of Law, including any Magistrate's Court, notwithstanding that the amount claimed by the Company from the Customer may otherwise exceed the jurisdiction of the Magistrate's Court.
- 11.3 A certificate by any of the directors of the Company (whose appointment or qualifications it shall not be necessary to prove) as to the amount owing by the Customer and to the effect that the date of payment of such amount has arrived, shall for the purposes of any action against the Customer hereunder for provisional sentence or summary judgement or otherwise be sufficient and satisfactory proof of the fact therein stated until the contrary shall have been proved.

12. **GENERAL**

12.1 Indulgence

No relaxation, indulgence or delay (collectively referred to as "Indulgence") granted by the Company shall constitute a waiver of any of the Company's rights under these Terms and Conditions; accordingly, the Company shall not be precluded from as a consequence of having granted such indulgence, from exercising any rights against the Customer which may have arisen in the past or which may arise in the future.

12.2 Waiver of Rights

12.2.1 The waiver of any right under these Terms and Conditions shall be binding on the waiving Party only to the extent that the waiver has been reduced to writing and referring to specified clause(s) in this agreement, and signed by the duly authorized representative(s) of the waiving Party.

12.2.2 If the Company is obliged, in the execution of any of its duties and/or responsibilities to comply with the Law then the Company by complying therewith shall not be deemed to waive or abandon any of its rights in terms of these Terms and Conditions and in complying with the Law the Company shall not be deemed to have assumed any onus, obligations, responsibility or liability in favour of the Customer.



12.2.3 No agent or employee of the Company, other than a director or an individual authorised thereto by the board of directors, has the Company's authority to alter or vary the Terms and Conditions nor shall any act or omission of the Company be construed as a variation or waiver of any of these Terms and Conditions.

12.3 Severability

12.3.1 Whenever possible, each provision of these Terms and Conditions shall be interpreted in a manner which makes it effective and valid under applicable Law, but if any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under applicable Law, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, all of which shall remain in full force;

12.3.2 Should any one or more of the provisions of these Terms and Conditions be unenforceable then such provision(s) shall be severed, and the remaining provisions shall be of full force and effect.

12.4 Force Majeure

12.4.1 The obligations of either Party under these Terms and Conditions shall be suspended for the duration of any event resulting in either Party being prevented from or delayed in performing any obligation imposed herein where the causal event is not within the reasonable control of the affected party, including without limitation:

12.4.1.1 An act of God, force of nature or climatic conditions, unavoidable accidents; or

12.4.1.2 war, revolution, riot, insurrection, terrorism, vandalism, sabotage or any other unlawful act against public order or authority; ("Force Majeure Event"), provided that in any of these circumstances the party seeking to rely on the benefit of this clause must use its reasonable endeavours to put itself in a position where it is able to meet its obligations under this Agreement as soon as possible.

12.4.2 In the event that a Force Majeure Event continues for a period of thirty (30) consecutive days, either Party shall have the right to terminate the services of the Company.

13. **NON-VARIATION**

No addition to, variation, or agreed cancellation of this agreement, this clause or any of the annexures hereto shall be of any force or effect unless in writing and signed by or on behalf of the Company and Customer.

14. **JURISDICTION**

These Terms and Conditions constitute an agreement executed by and between the Company and the Customer and/or its agents and wherever made shall be governed by and constituted according to the laws of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

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15. **CONSUMER PROTECTION ACT**

15.1 In the event that there is any conflict between these Terms and Conditions and the provisions of the Consumer Protection Act No. 68 of 2008 (“CPA”), the provisions of the CPA shall prevail.

15.2 Neither the Company nor any person acting for and on behalf of the Company will be liable for any loss, damage or injury whatsoever and howsoever arising including without limitation, all direct and indirect damages, consequential and special losses or damages, sustained by the Customer or any third party. Save and except for gross negligence on the part of the Company and any claim in terms of section 61 of the CPA, the Customer hereby indemnifies the Company against any and all loss or damage to any property and/or any or all loss, damage and/or injury suffered by any person, including consequential loss or damage, arising from or in connection with or as a result of any act or omission of the Company in relation to the Goods and the services rendered. Under no circumstances shall the Company be liable for any damage arising from any misuse or abuse of the Goods.

16. **MISCELLANEOUS**

The Company, by signing and concluding any other agreement, for instance, the terms and conditions of the Customer, if any, does not waive its rights to rely on these terms and conditions. The parties intend for these provisions to be binding on them, their representatives, and their successors in title.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**ON BEHALF OF ZEN OIL PRODUCTS (PTY) LTD**

**NAME: MR CHRISTO MIHALITSIANOS**

*in his capacity as Director, and  
being duly authorised to sign hereto*

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THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**ON BEHALF OF:**

\_\_\_\_\_

**(THE CUSTOMER)**

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

*who warrants his/her authority to so sign*

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Annexure 1

**TERMS OF SERVICE**

**INCLUDING, BUT NOT LIMITED TO ZEN OIL PRODUCTS (PTY) LTD's ORDERS  
PROCEDURE, DELIVERY PROCEDURE, PAYMENT TERMS AND GENERAL TERMS OF  
SERVICE**

1. **ORDERS**

1.1. For first time clients, kindly complete the below form, collate the required documents and information stipulated in clause 1.2. below, and email to [info@zenoil.co.za](mailto:info@zenoil.co.za)

a.	Registered business name	
b.	Trading name	
c.	Company registration number	
d.	RSA ID document number (if individuals)	
e.	Street address where delivery is required (Street number, street name, city, province)	
f.	Street address of company headquarters (if not the same as above)	
g.	Full name of person responsible for receiving diesel deliveries	
h.	Contact number of person responsible for receiving diesel deliveries	
i.	Email address of person responsible for receiving diesel deliveries	
j.	Full name of person responsible for making payments	
k.	Contact number of person responsible for making payments	
l.	Email address of person responsible for making payments	

1.2. **REQUIRED DOCUMENTS AND INFORMATION**

- a. Company registration document (If company)
- b. Copy of RSA ID document (If individuals)
- c. Proof of funds (if ordering 40,000 liters and above)
- d. Purchase order number
- e. Number of liters required
- f. Agreed pricing

1.3. For existing clients, please send an email to [info@zenoil.co.za](mailto:info@zenoil.co.za) with the following:

- a. Registered and trading company name
- b. Purchase order number
- c. Number of liters required
- d. Agreed pricing

If any of the details under clause 1.1. have changed, please inform us as soon as possible.

We protect your privacy. The above information is required for our records ONLY. We do not share this information with anyone for any reason whatsoever.

2. **DELIVERY PROCEDURE**

- a. Delivery can be expected within 1 to 2 business days from date of order placed if the order is placed before 13H00, please allow sufficient time when placing orders.
- b. Orders placed after 13H00 will only be processed the following day.
- c. Estimated delivery date and time will be communicated soon after an order has been placed.
- d. Please allow for ease of access to your premises as this mitigates delays. The relevant person mentioned in clause 1.1. (i) should be present and available to receive delivery and sign the necessary invoice/delivery note.
- e. Should the person in clause 1.1. (i) not be present or available to take delivery, an alternative person should be made available to take delivery. The alternative person's name and contact information should be communicated with Zen Oil by no later than 1 business day before delivery is to take place.
- f. The route between the street access point and the client's storage tanks should be free from obstruction.

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3. **PAYMENTS TERMS**

- a. All transactions are strictly COD. No relaxation or amendments to these terms will be accepted. Proof of payment is to be sent to info@zenoil.co.za on the day of or prior to delivery.
- b. Upon placing an order, a pro forma invoice shall be sent to the person responsible for payments.
- c. An official tax invoice will be sent on the day of delivery after delivery has taken place. We prefer if payment is made and reflects in our business account prior to delivery date as this mitigates delays.
- d. Delivery may take place prior to payment
- e. Upon arrival of the delivery, payment is to reflect in our business account prior to offloading. Drivers are instructed to wait a maximum of 30 minutes from time of arrival for payment to reflect in our account. Failing which, will result in the delivery being cancelled or rescheduled.
- f. Please note ALL payments are to be made with banking details strictly on our pro forma invoice/tax invoice only.
- g. We are willing to make any documentation (proof of banking details that can be verified with the bank itself, company registration documents etc.) available at any time upon request.

4. **FEES & PENALTIES**

4.1. Table 1: Delivery fees

	<b>Order details</b>	<b>Fee</b>
a.	Within 25km radius of Zen Oil and above 500 litres	Free
b.	Within 25km radius of Zen Oil and below 500 litres	R350
c.	Above 25km radius of Zen Oil	R8 per km for every km above 25km
d.	After hours delivery – holidays and public holidays and outside of the times between Monday to Friday 08H00 to 17H00	R450
e.	Urgent/same day delivery (if possible)	R350
f.	Orders above 7,000 liters	As agreed – no fixed charge
g.	Orders of 40,000 liters and above	Free within Gauteng
h.	Unnecessary cancellation or rescheduling of orders without prior arrangements	R750

4.2. **PENALTIES**

- a. Outstanding payments will attract incidental penalties of at a rate of 2.5% per month on the total amount owed.



- b. The incidental penalty portion will be compounded weekly.
- c. Non-payment after 1 calendar month from date of invoice will result in the matter being handed over to debt collector or to a legal representative chosen by Zen Oil.
- d. All legal fees, notice fees or any other costs associated with debt collection, including but not limited to damages suffered by Zen Oil will be at the expense of the party(s) as stipulated under clause 1.1.

5. **GENERAL**

- a. These terms of service serve to safeguard both ourselves and our clients. Zen Oil, its affiliates, sub-contractors, agents or otherwise, warrant no responsibility for any and all product(s) once the client takes possession of said product(s).
- b. Liability of any kind due to contamination or otherwise once possession has been transferred from Zen Oil shall be the sole responsibility of the client.
- c. Maintenance of storage units, dispensing equipment, any diesel fired equipment, vehicles and any other related items, is the sole responsibility of the client.
- d. We require one order per delivery. Deliveries at different locations or on different days will require separate orders.
- e. By placing an order, the client has read, understood and agreed to the terms of service contained within this document and the full set of Terms and Conditions which are available on our website [www.zenoil.co.za](http://www.zenoil.co.za) or upon request.

Please note all orders are strictly IPO (irreversible purchase order) and cannot be cancelled once the order has been placed.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE  
 \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

INDIVIDUAL FULL NAME: \_\_\_\_\_

ON BEHALF OF (COMPANY NAME) \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

*who warrants his/her authority to so sign*



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**Annexure 2**

**DEED OF SURETYSHIP**

I, the undersigned,

\_\_\_\_\_  
(Identity/Registration No. \_\_\_\_\_)

do hereby bind myself jointly and severally in favour of:

**ZEN OIL PRODUCTS (PTY) LTD**

(Registration No. \_\_\_\_\_)

(hereinafter called "the Creditor")

as surety for and co-principal debtor *in solidum* with:

\_\_\_\_\_  
(Identity No. \_\_\_\_\_)  
(hereinafter called "the Debtor" alternatively "the Customer")

for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor from whatsoever cause or causes arising, and for the due performance of every other obligation, howsoever arising, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I hereby agree that:

1. these presents shall establish a continuing covering liability on my part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all intents and purposes of these presents include sequestration, surrender, winding up and judicial management) or legal disability of the Debtor, or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditor will have agreed in writing to cancel these presents, provided that:
  - 1.1 the Creditor shall be obliged to agree in writing to such cancellation at my written request if, and only if, at the time such request is communicated to the Creditor there is no actual or contingent indebtedness or other obligation whatsoever owing by the Debtor to the Creditor and no contract whatsoever in force between the Debtor and the Creditor, and

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- 1.2 if there be more than one of us, such request shall not be capable of being made except by all of us who are bound hereunder at the time the same is made;
- 2 these presents shall be and remain binding on the other or others of us notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or in part on any one or more of us;
- 3 without restricting the generality of anything hereinbefore contained, my liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor to the Creditor but shall also cover all amounts making up the indebtedness, including in particular, interest, commissions, stamps and other charges;
- 4 it shall at all times be in the discretion of the Creditor to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor;
- 5 all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me;
- 6 a certificate signed by any director of the Creditor as to the existence and amount of the indebtedness of the Debtor to the Creditor at any time and as to the fact that the same is due and payable shall be sufficient proof, for the purposes of provisional sentence or summary judgment against me or any one or more of us in any competent court, of the existence of the debt/s referred to in such certificate, and amount/s owing thereon and the fact that such amount/s is/are liquidated, due and owing and has/have not been paid;
- 7 no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditor to the Debtor or to me or any one or more of us or to any other surety/ies for and/or co-principal debtor/s with the Debtor, and no realisation, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me or the other/s of us, as the case may be, from liability hereunder in solidum;
- 8 in the case of death, insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of, the Debtor or any one or more of us or any other surety/ies for and co-principal debtor/s with the Debtor;
- 8.1 the Creditor shall be entitled to prove its claim against the estate concerned or in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof, shall in any way affect or derogate from the Creditor's right to recover from me or the other/s of us, as the case may be, the amount/s for which such claim is proved and any other sum/s for which I or the other of us, as the case may be, may be or become liable to the Creditor hereunder;
- 8.2 any dividend/s or other payment/s actually received by the Creditor from the estate concerned or out of the winding up or judicial management concerned, or in terms of such assignment, compromise, composition, scheme or arrangement, shall (as far as I or, as the case may be, the other/s of us will be concerned) either, at the Creditor's option:

- 8.2(i) be applied on account of the Debtor's indebtedness to the Creditor, without released me or the other/s of us from liability to the Creditor for the balance of such indebtedness, or
- 8.2(ii) be treated and held by the Creditor as cash security for the liability hereunder of me or the other/s of us, as the case may be, to the Creditor until such time as the Creditor will choose to apply the same towards such liability or, whichever is the sooner, until the Creditor will have recovered the full amount of such liability, provided that after the Creditor will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Creditor to me in equal shares or, as the case may be, the other of us or the others of us in equal shares, and provided further that the Creditor shall not be liable for the payment of interest on any such cash security, and
- 8.3 all costs of any incidental to the proof of the Creditor's claim against such estate or in such winding up, judicial management, assignment, compromises, composition, scheme or arrangement, as well as all costs and expenses of maintaining, conserving and/or realising any security which the Creditor may hold for its claim and all sums, including any contribution, payable by the Creditor in consequence of the proof of its claim, shall be recoverable by the Creditor from me or the other of us or the others of us jointly and severally, as the case may be;
- 9 the Creditor shall at all times be entitled to apply any amount/s received by it from the Debtor or from me or from any one or more of us or from any other surety/ies for and/or co-principal debtor/s with the Debtor, or from the proceeds of any relevant security or otherwise, to such debt/s of the Debtor as the Creditor may in its discretion decide and whenever the Creditor may in its discretion think fit to do so;
- 10 each of such shall be bound in solidum in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof;
- 11 without prejudice to anything hereinbefore contained, these presents shall apply to and cover the Creditor in respect of:
- 11.1 any claim/s which it may have acquired or may in future acquire against the Debtor from any company, person, partnership, association or other legal personae whomsoever or whatsoever, whether by cession or otherwise; and
- 11.2 any present or future liability of the Debtor to the Creditor as surety for and/or co-principal debtor and/or indemnifier and/or intercessor for or with any other person, firm, company, partnership or association whomsoever or whatsoever.

and that the provisions of this clause shall be construed accordingly.

I renounce the benefits of the legal exceptions "excussion", "division", "cession of action", "*non causa debiti*", "no value received", "revision of accounts" and "*de duobus vel pluribus reis debendi*", with the full meaning and effects whereof I declare myself to be acquainted.

**ZEN OIL**

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Initial

In terms of Section 45 of the Magistrate's Court Act 1944, I hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me or any one or more of us by the Creditor. It shall nevertheless be entirely within the discretion of the Creditor whether to proceed against me in such Magistrate's Court or to do so in any other court having jurisdiction.

I hereby choose *domicilium citandi et executandi* for all purposes arising out of these presents at:

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If I am or any one or more of us is a company, each such company hereby warrants to the Creditor that it has a material interest in securing the indebtedness covered by these presents, which is entered into for its benefit, and I (the person/s signing these presents on behalf of any such company) shall be deemed by virtue of my signature hereto to be party with such company, to the foregoing warranty in my personal capacity and to warrant jointly and severally to the Creditor that I am duly authorised to execute these presents on behalf of such company.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

SIGNATURE: \_\_\_\_\_

FULL NAME OF SURETY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**ZEN OIL**

\_\_\_\_\_  
Initial