



CASE NO:
0010652/20

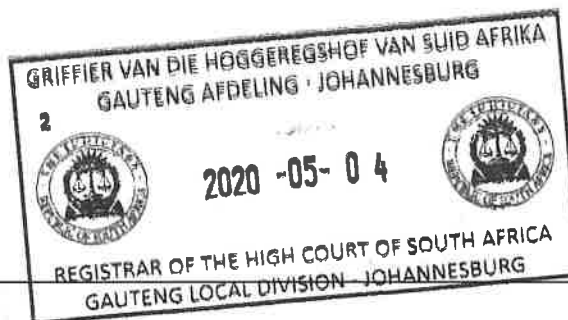
In the matter between:

PAN AFRICAN SHOPFITTERS (PTY) LIMITED

APPLICANT

AND

EDCON LIMITED



RESPONDENT

NOTICE OF MOTION

BE PLEASED TO TAKE NOTICE that the abovenamed Applicant intends making application to the above Honourable Court for an order in the following terms:

1. That Respondent be and hereby is placed under a final winding up order in the hands of the Master of the High Court of South Africa.
2. Directing that the costs of this application be costs of the winding up of Respondent.
3. Further and/or alternative relief.

TAKE NOTICE FURTHER THAT the Founding Affidavit of **MICHAEL BLUMENTHAL** attached hereto will be used in support of this application.

BE PLEASED TO TAKE NOTICE FURTHER that the Applicant has appointed the offices of its attorneys, **IAN LEVITT ATTORNEYS, 19TH FLOOR, SANDTON CITY OFFICE TOWERS, SANDTON CITY, CNR RIVONIA AND 5TH STREET, SANDTON** as the address at which it will accept notice and service of all process in these proceedings.

TAKE NOTICE FURTHER that if the Respondent intends opposing this application, it is required.

1. To notify Applicant's attorney of record in writing on or before the _____
;

2. And within 15 days after you have so given your notice of Intention to oppose the application, to file your answering affidavit if any, and further that you are required to appoint in such notification an address referred to in Rule 6(5) (b) at which you will accept notice and service of all documents in these proceedings.

TAKE NOTICE FURTHER THAT should you fail to oppose the application, Applicant intends making application to the above Honourable Court on _____ day of _____ 2020 or so soon thereafter as Counsel may be heard for an order in the aforesaid terms.

KINDLY PLACE THE MATTER ON THE ROLL FOR HEARING ACCORDINGLY.

DATED AT JOHANNESBURG ON THIS THE 2 DAY OF ^{May} APRIL 2020



IAN LEVITT ATTORNEYS
ATTORNEYS FOR APPLICANT
19TH FLOOR, SANDTON CITY OFFICE
TOWERS
SANDTON CITY
CNR RIVONIA AND 5TH STREET,
SANDTON
TEL: (011) – 784 3310
FAX: (011) – 784 3309
REF: W STEYL/MAT3046
Email: wikus@ianlevitt.co.za

AND TO: **THE REGISTRAR OF THE HIGH COURT**
JOHANNESBURG

AND TO: **EDCON LIMITED**
(REGISTRATION NUMBER 2007/003525/06),
RESPONDENT
1 PRESS AVENUE
CROWN MINES
JOHANNESBURG

AND TO: **THE EMPLOYEES**
EDCON LIMITED
(REGISTRATION NUMBER 2007/003525/06),
RESPONDENT
1 PRESS AVENUE
CROWN MINES
JOHANNESBURG

- AND TO: **COSATU**
CNR JORRISEN & SIMMONS STREET
BRAAMFONTEIN
JOHANNESBURG
- AND TO: **SAFTU**
34 ELLOF STREET
JOHANNESBURG
- AND TO: **SACTWU**
1ST FLOOR, ANCHOR HOUSE
100 JUTA STREET
BRAAMFONTEIN
JOHANNESBURG
- AND TO: **SACCAWU**
11 LEYDES STREET
BRAAMFONTEIN
JOHANNESBURG
- AND TO: **SOUTH AFRICAN REVENUE SERVICE**
MEGAWATT PARK
2 MAXWELL DRIVE
JOHANNESBURG
- AND TO: **MASTER OF THE HIGH COURT – JOHANNESBURG**
66 MARSHALL STREET
MARSHALLTOWN
JOHANNESBURG
- AND TO: **COMPANIES AND INTELLECTUAL PROPERTIES COMMISSION**
BLOCK F
77 MEINTJES STREET
SUNNYSIDE
PRETORIA

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO:

In the matter between:

**PAN AFRICAN SHOPFITTERS (PTY) LIMITED
APPLICANT**

AND

**EDGARS CONSOLIDATED STORES LIMITED
RESPONDENT**

APPLICANT'S FOUNDING AFFIDAVIT

I, the undersigned

MICHAEL BLUMENTHAL

Do hereby make oath and state that:

1. I am a Director of Applicant Company in the above matter.



2. The facts herein contained are, save where otherwise indicated, within my own personal knowledge and are to the best of my belief true and correct.

3.

3.1 Applicant is **PAN AFRICAN SHOPFITTERS (PTY) LIMITED**, (Registration Number 1999/017979/07), a Company registered and incorporated with limited liability in accordance with the Laws in force in the Republic of South Arica having its principal place of business at 10 Nasruth Avenue, Driehoek, Germiston.

3.2 I am duly authorised to depose hereto on behalf of Applicant.

4. Respondent is **EDGARS CONSOLIDATED STORES LIMITED** (Registration Number 2007/003525/06), a Company registered and incorporated with limited liability in accordance with the laws in force in the Republic of South Africa having its principal place of business at 1 Press Avenue, Crown Mines, Johannesburg.

5. The above Honourable Court has jurisdiction to hear this matter by virtue of the fact that Respondent's principle place of business is situate within the area of jurisdiction of the above Honourable Court.

6. The purpose of this application is to obtain an order that Respondent be wound up in terms of Section 345(1)(c) of the Companies Act 61 of 1973



("the Old Companies Act") (on the basis that Respondent is unable to pay its debts and is commercial insolvent).

7. Applicant conducts the business of bespoke retail shop fitting (including technical design, in house manufacturing and complete installation), servicing major national and international retail brands. It employs approximately 500 persons.
8. Respondent is South Africa's largest non-food retailer and has been in business for nearly 90 years. It conducts its business under a number of principal brands including Edgars and Jet.
9. Applicant has for many years been rendering bespoke retail shopfitting services to Respondent in respect of numerous retail stores operated by Respondent. A copy of the latest agreement concluded between Applicant and Respondent is attached hereto marked "FA1".
10. The amounts charged and invoiced by Applicant for services rendered by it to Respondent are agreed (as reflected in Annexure FA1 hereto).
11. As at the date hereof Respondent is indebted to Applicant in respect of charges invoiced by Applicant to Respondent in the sum of R13 075 938,19. A copy of Applicant's invoice rendered to Respondent dated 1 April 2020 is attached hereto marked "FA2".
12. The agreed terms of payment between Applicant and Respondent are that Respondent is obliged to pay Applicant's invoices within 60 days from date of invoice (See paragraph 14.5 of Annexure FA1 hereto). As appears from

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Annexure FA2 hereto, Respondent has failed to comply with the agreed terms of payment more particularly, in that as at the date hereof the amount owing by Respondent to Applicant:

12.1 As at 60 days from date of invoice is the sum of R1 739 199,69: and

12.2 As at 90 days from date of invoice is the sum of R342 673,41.

13. In addition to the aforesaid invoiced amount, Respondent is indebted to Applicant in the approximate sum of R8 400 000,00 for work in progress, not yet invoiced.

14. It had come to my attention that Respondent had been unable to timeously effect its latest rental payments to landlords.

15. On Thursday, 26 March 2020 the Chief Executive Officer of Respondent Grant Pattinson ("Pattinson") held a conference call with Respondent's suppliers which was *inter alia* attended by me on behalf of Applicant. In this conference call Pattinson advised that:

15.1 Respondent only has sufficient liquidity to pay salaries which Respondent deems a priority.

15.2 Respondent is unable to honour any other accounts payable (which obviously also included amounts presently due, owing and payable to Applicant).

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16. Respondent has thus admitted to its creditors that it is unable to pay its debts. It is unable to effect payment from current revenue or readily available resources.
17. In the premises, it is submitted that Applicant has proved that Respondent is unable to pay its debts and is commercially insolvent.

FORMALITIES

18. Security as is required in terms of Section 346(3) of the Old Companies Act to the effect that sufficient security has been given for the payment of all fees and charges necessary for the prosecution of all winding-up proceedings and all costs of administering Respondent's liquidation until a Liquidator has been appointed and/or of all fees and charges necessary for the discharge of Respondent from the winding-up will be furnished and handed up to the above Honourable Court at the hearing of this matter.
19. A copy of this application will, prior to this application being heard by the above Honourable Court, be lodged with the Master of the High Court, Johannesburg.
20. Applicant will, as required by the provisions of Section 346(4A) of the Old Companies Act, cause a copy of this application to be furnished to:-
 - 20.1 Any registered Trade Union that represent any of the employees of Respondent.
 - 20.2 To the Employees themselves.

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20.3 To the South African Revenue Services.

20.4 To Respondent itself.

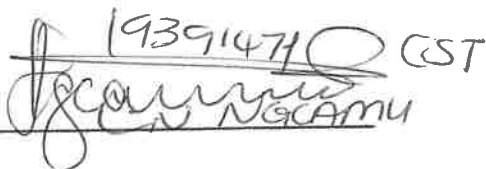
21. At the hearing of this application, an affidavit or the appropriate returns of service of the Sheriff will be handed up to the above Honourable Court which will set out how the aforesaid provisions of the Companies Act have been complied with.

RELIEF

22. Accordingly, Applicant prays for the relief as is set out in the Notice of Motion.


DEPONENT

The Deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at Norwood on this the 01 day of MAY 2020, the regulations of Government Gazette Notice No R1258 of 21 July 1972, as amended, and Government Gazette Notice No R1648 of 19 August 1977, as amended, having been complied with.

193914710 CST

NGC/MU

COMMISSIONER OF OATHS

FULL NAMES: NOMPUME LELU NGC/MU
DESIGNATION: CONSTABLE



ADDRESS: 12 PATERSON ROAD
NORWOOD
2192.

SUID AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2020-05-01
CLIENT SERVICE CENTRE
NORWOOD
SOUTH AFRICAN POLICE SERVICE



FA.

MANUFACTURING, SUPPLY AND INSTALLATION AGREEMENT

PAN AFRICAN SHOPFITTERS PTY LTD

Registration number: 1999/017979/07

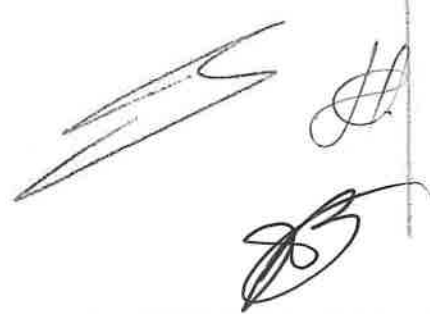
("Service Provider")

and

EDCON LIMITED

Registration number: 2007/003525/08

("Edcon")

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1. DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings ascribed to them where they appear in this Agreement below:

- Agreement** means the terms and conditions contained in this Agreement, including any annexures, appendices and/or schedules hereto;
- Business Day** means any day other than a Saturday, Sunday or official public holiday in the RSA;
- Commencement Date** means the date stipulated in the Project Plan, irrespective of the Signature Date;
- Confidential Information** means:
- (a) any information of whatsoever nature which has been or may be obtained by the Service Provider from Edcon, whether in writing or in electronic form whether marked or identified as being proprietary or not or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists, price lists, studies, findings, computer software, inventions or ideas;
 - (b) analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition. Confidential Information also includes, without limitation, any information that is personal to an Edcon customer, including but not limited to the customer's: (i) full name and surname; (ii) identity number; (iii) telephone numbers; (iv) address and other contact details; (v) credit history;
- Drawings** means the graphic representation of the Services to be provided by Edcon to the Service Provider, which is more fully set out as Schedule 4 hereto;

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Edcon	means Edcon Limited, registration number 2007/003625/06, a company duly incorporated according to the company laws of the Republic of South Africa, with its principal place of business situated at Edgardale, 1 Press Avenue, Crown Mines, 2025;
Fixtures and Fittings	means the items to be manufactured, supplied and installed by the Service Provider in accordance with the Project Plan, Drawings and Specifications provided by the Project Manager which is more fully set out in the Drawings and Specifications attached hereto;
Intellectual Property	means all property owned by a Party subsisting anywhere in the world, which is in any way capable of protection in law, including without limitation, all copyright, patents, trade marks whether registered or not (including the business name, any get-up or trade dress), confidential information, and all proprietary rights in and to ownership of any idea, discovery, artwork, designs, concept, technique or improvement, industry information, know-how, systems, methodology, data model, computer software, computer source code and object code, reports, correspondence, documentation, flow charts, data bases, tables, calculations, spreadsheets, schematics, plans, photographs, presentations or inventions (whether patented or not) and any other right of a similar nature which is used now or will in the future be used, by a Party in or in connection with its business from time to time;
Intellectual Property Rights	means the right to use any Intellectual Property Right or any right which is analogous to any Intellectual Property Right, any moral right, any license, right or interest of any kind arising out of or granted or created in respect of any Intellectual Property; any right to bring an action for passing off or analogous proceeding;
Interim Service Fee	means an interim fee which may be paid by Edcon to the Service Provider which shall be at the sole and absolute discretion of Edcon, and which shall be expressly agreed to in this Agreement;
Parties	means Edcon and the Service Provider jointly and "Party" means either one of them as the context may indicate;

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Penalty	means a monetary value determined by Edcon which shall represent as a liability and payable by the Service Provider to Edcon in the case of late delivery of Fixtures and Fittings and/or the Project completion;
Project	means the Project which forms the subject matter of this Agreement which is required to be completed in accordance with the Project Plan, Drawings and Specifications;
Project End Date	means the date the Project is completed as more fully set out in the Project Plan and fully signed off by the Project Manager;
Project Manager	means the duly authorised representative of Edcon who will be responsible for overseeing the completion of the Project and whom the Service Provider shall report to;
Project Plan	means the Project Plan prepared by the Project Manager which sets out the specified timelines which the Service Provider is required to adhere to, and which is more fully set out in Schedule 2 hereto and which will include the Drawings and Specifications;
RSA	means the Republic of South Africa;
Retention	means 10% of the total Project value which Edcon shall retain as security for the Service Provider's due fulfilment of its obligations, or any other amount as stipulated by Edcon in its sole and absolute discretion;
Services	means the manufacturing, supply and installation Services of the Fixtures and Fittings in accordance with the Project Plan, Drawings and Specifications, as more fully specified in Schedule 1. Any additional services may be added to this Agreement in writing as contemplated in 5 below;
Service Fee	means the fees / rates payable by Edcon to the Service Provider as consideration for the Services rendered by the Service Provider, which shall remain fixed for the duration of the Agreement, and which is more fully set out in Schedule 6 hereto;

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Service Levels	means the minimum levels of service to be achieved by the Service Provider in rendering the Services under this Agreement, as agreed to by the Parties in writing from time to time, and which is more fully set out as Schedule 5 hereto;
Service Provider	means registration number a company duly incorporated in accordance with the company laws of the Republic of South Africa, and having its principal place of business situated at
Signature Date	means the date upon which this Agreement is signed by the Party signing last in time, and "signature" means a handwritten signature, excluding an electronic signature as defined in the Electronic Communications and Transactions Act 25 of 2002, as amended;
Specifications	means the specific requirements of Edcon in relation to the Fixtures and Fittings, which is more fully set out as Schedule 3 hereto;
VAT	means Value added tax as defined in the VAT Act;
VAT Act	means the Value Added Tax Act 89 of 1991, as amended.

2. INTERPRETATION

- 2.1 In this Agreement, unless a contrary intention clearly appears:
- 2.1.1 clause headings are for reference purposes only;
 - 2.1.2 words importing any gender include the other two genders;
 - 2.1.3 references to the singular includes the plural and *vice versa*; and
 - 2.1.4 references to natural persons includes juristic persons and other legal personae and *vice versa*;
- 2.2 If any provision in the definition or interpretation clause is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition, effect shall be given to it as if it were a substantive provision in the operative part of this Agreement.
- 2.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day

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other than a Business Day, in which case the last day shall be the next succeeding Business Day.

- 2.4 Where words have been defined in the body of this Agreement, such words will have the meanings so assigned throughout this Agreement.
- 2.5 In the event that the day for payment of any amount due in terms of this Agreement should fall in a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
- 2.6 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 2.7 Annexures, schedules and/or addendums attached to this Agreement form part of this Agreement and shall be deemed to have been incorporated herein.
- 2.8 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or legislation as at Signature Date, and as amended or substituted from time to time.
- 2.9 The rule of construction that in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 2.10 Terms other than those defined within this Agreement will be given their plain English meaning, and those terms, acronyms and phrases commonly known and/or used in specific industries will be given their generally accepted meanings in those industries.
- 2.11 The use of the words "including", "includes" and "included" followed by specific examples shall not be construed as limiting the meaning of the general words preceding them.
- 2.12 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not provide for this.
- 2.13 A reference to a Party includes a Party's officers, employees, executors, administrators, successors in title, permitted assigns and/or substitutes.

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3. APPOINTMENT OF SERVICE PROVIDER

3.1 Edcon hereby appoints the Service Provider to provide the Services outlined in Schedule 1 of this Agreement.

3.2 The Service Provider, representing that it has the know-how, expertise, skills and infrastructure to provide the Services, accepts the appointment.

3.3 Notwithstanding the appointment of the Service Provider in terms of this Agreement, it is recorded that the Service Provider shall not be the exclusive Service Provider of the Services. Accordingly, Edcon shall not be precluded from contracting with any other party to render services similar to those described herein whether during the term of this Agreement.

4. DURATION

4.1 This Agreement shall commence on the Commencement Date and shall terminate on the Project End Date as set out more fully in the Project Plan.

4.2 Notwithstanding clause 4.1 above, the duration of this Agreement shall at all times not exceed the maximum period of 2 years from the Commencement Date.

4.3 Should the Service Provider fail to complete the Project within the maximum period of 2 years from the Commencement Date, then Edcon shall be entitled, but not obliged, to impose penalties as is provided for in Schedule 5 hereto.

5. SCOPE OF SERVICES

5.1 The Service Provider shall provide the Services set out more fully in Schedule 1 hereto in accordance with the Project Plan, the Drawings and the Specifications.

5.2 Should Edcon require the Service Provider to provide any additional services which are not specified in Schedule 1, Edcon shall make a determination regarding the extent of such additional services which may be required:

5.2.1 In the event that the additional services are incidental to the Services being rendered, such Services shall be described in a further schedule and signed by

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the Parties and attached to this Agreement as an addendum. Each further schedule executed in writing by the Parties shall form part of this Agreement.

~~5.2.2 In the event that such additional services are significant in value, Edcon reserves the right at its sole and absolute discretion to obtain a Request for Quotation ("RFQ") which shall be open to the Service Provider and any other service provider on Edcon's suppliers base.~~

~~5.2.3 Edcon shall award such additional services to the supplier offering the lowest rate, and Edcon shall not be liable to the Service Provider in any manner whatsoever.~~

5.3 Before the execution of any additional services as agreed to between Edcon and the preferred service provider, the Parties shall agree in writing to the scope of work, service levels and service fees payable in respect of such additional services.

6. SERVICE LEVELS

6.1 The Services shall be rendered in compliance with the Service Level specified in Schedule 5 which may be amended from time to time.

6.2 The Service Levels schedule (or any subsequent schedule) specifies the Penalties to be levied by Edcon on the Service Provider where the Service Provider does not meet the specified service levels.

7. REVIEW OF PERFORMANCE

7.1 The Service Provider shall perform the Services in accordance with the Project Plan, the Drawings and the Specifications provided by the Project Manager.

7.2 The Project Manager shall be entitled to conduct periodic reviews of the Service Provider's progress in terms of the Project Plan.

7.3 Notwithstanding the stipulated Service Levels, the Service Provider shall render the Services in a professional manner, in accordance with industry norms and standards and to the reasonable satisfaction of Edcon.



8. REPRESENTATIONS AND WARRANTIES

8.1 By accepting the performance of the Services in terms of this Agreement, the Service Provider warrants and undertakes at all times that it:

8.1.1 has the experience, ability and expertise and know-how to carry out the Services;

8.1.2 shall perform the Services in a professional manner;

8.1.3 shall execute the Services promptly and efficiently and in accordance with the Project Plan, the Drawings and the Specifications;

8.1.4 shall obtain the necessary permits, licences and certificates as may be required for rendering the Services;

8.1.5 shall ensure that in the performance of its obligations under this Agreement, it complies with applicable South African laws;

8.1.6 shall at no time, infringe the Intellectual Property rights of Edcon or any third party;

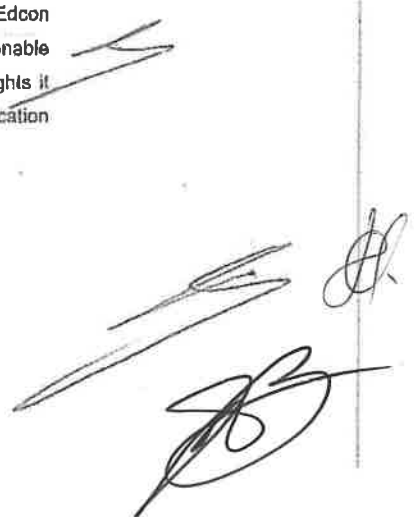
8.1.7 shall not incur any liability on Edcon's behalf or in any way pledge or purport to pledge Edcon's credit or make any representations or give any warranties on behalf of Edcon without Edcon's prior written consent;

8.1.8 observe all reasonable directions and instructions by the Project Manager in relation to the Services, and in the absence of any directions or instructions, act in a manner most beneficial to Edcon;

8.1.9 shall maintain the relevant Service Levels applicable to the Services as stipulated in this Agreement.

8.2 Any faults or defects (excluding excessive wear and tear) that may appear within the first year from the completion of the Project shall be made good by the Service Provider at no further cost to Edcon.

8.3 Should the Service Provider fail to rectify the defects or faults upon request from Edcon (Three weeks from Assessment by Pan African Representative, or within a reasonable time period agreed by both parties), Edcon shall, without prejudice to any other rights it may have, be entitled to rectify such defects or faults or to arrange for rectification thereof and to recover any such damages

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suffered by Edcon as a result.

8.4 ~~A breach of any of the warranties set out in clause 8.1 above, shall entitle Edcon to levy a Penalty against the Service Provider which shall be stipulated in the Service Levels schedule and/or withhold a portion of the Retention equal to the damages suffered by Edcon.~~

9. COMPLIANCE

9.1 Green Building Regulations

The Service Provider shall ensure that:

9.1.1 it is registered with the Green Building Council of South Africa; and

9.1.2 it complies with the Green Building Regulations in respect of all work undertaken for Edcon.

9.2 BEE Empowerment Programme

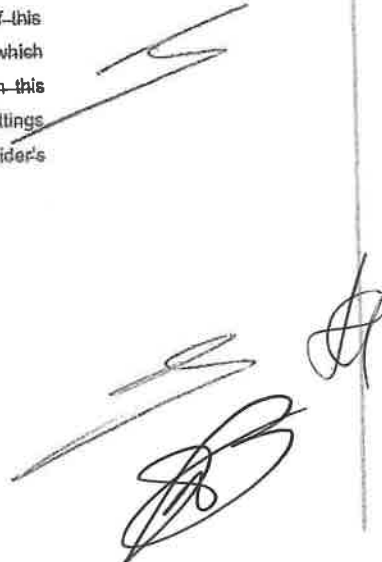
9.2.1 Edcon is committed to achieving transformation throughout its business. Accordingly, Edcon has implemented a BEE Empowerment Programme which will require identified suppliers to assist other suppliers.

9.2.2 In this regard, the Service Provider acknowledges Edcon's commitment and agrees that it may be required to participate in such programme if requested to do so.

10. FIXTURES AND FITTINGS

10.1 The Service Provider shall deliver the Fixtures and Fittings to Edcon in accordance with the delivery dates stipulated in the Project Plan.

10.2 The Service Provider shall ensure that such Fixtures and Fittings are manufactured / supplied strictly in accordance with the Drawings and Specifications. ~~Any deviation, without Edcon's express prior written consent shall constitute a material breach of this Agreement entitling Edcon to recover any such damages caused by such breach, which shall include levying a Penalty and/or withholding a portion of the Retention. In this regard, the Service Provider shall ensure that any such defective Fixtures and Fittings which have been delivered to Edcon, is immediately removed at the Service Provider's~~



~~costs. Edcon shall bear no liability whatsoever to the Service Provider in such instance.~~

- 10.3 The Service Provider shall further ensure that the Fixtures and Fittings are of good quality and comply with all applicable industry norms and legislation. In the event that the Service Provider is of the view that the Drawings and/or Specifications fail to comply with applicable industry norms and legislation, the Service Provider shall be obliged to notify Edcon as soon as it discovers this.

11. DELIVERY

- 11.1 The Service Provider understands that time is of the essence in delivery of the Fixtures and Fittings.
- 11.2 The Service Provider shall make delivery of the Fixtures and Fittings as provided for in the Project Plan and in accordance with the Drawings and the Specifications. The Project Plan shall make provision for the date and place of delivery of the Fixtures and Fittings.

12. RISK AND OWNERSHIP

- 12.1 Ownership in and to the Fixtures and Fittings shall pass to Edcon upon delivery and installation, provided that Edcon has not rejected the Fixtures and Fittings for failing to comply with the Drawings and Specifications.
- 12.2 Risk shall lie with the Service Provider, as contemplated in clause 13.2 below.

13. INSURANCE

- 13.1 The Service Provider shall ensure that it procures and maintains for the duration of this Agreement and for ~~1 (one)~~ year (Contract Duration Period) thereafter adequate insurance (which shall include, but is not limited to, public liability insurance, insurance in respect of the Fixtures and Fittings, Disability and contractor's all risk, and any other applicable insurance).
- 13.2 Notwithstanding the fact that ownership passes to Edcon upon delivery, in the event that the Service Provider retains control of the Fixtures and Fittings after delivery to Edcon, the Service Provider shall ensure that it procures and maintains adequate insurance cover in respect of such Fixtures and Fittings until the Project Manager has signed off the Project.



13.3 Edcon has the right to request proof of such insurance cover, at any time, from the Service Provider, and the Service Provider shall ensure that it does not do anything to nullify the insurance cover.

13.4 The Service Provider is required to notify Edcon, as soon as is reasonably practicable, but no later than 48 hours, of any incident which may give rise to a claim under any applicable insurance cover.

14. FEES AND PAYMENT

14.1 In consideration for the Services to be rendered by the Service Provider in terms of this Agreement, Edcon shall pay the Service Provider in accordance with the rates set out in Schedule 6.

14.2 The rates shall be fixed for the duration of the Project, and Edcon shall not be liable for any other charges not stipulated in this Agreement (Unless alterations have been made to The drawings from what was originally priced, Changes in site conditions or any extras required or indicated on the drawings.)

14.3 The Service Provider shall ensure that the rates set out in Schedule 6 are in accordance with the rates provided by the Service Provider during the Request for Proposal stage. Any deviation will not be accepted.

14.4 Invoices for all Service Fees payable under this Agreement, together with VAT if applicable, shall be sent by the Service Provider to Edcon after completion of the Project.

14.5 All invoices shall be due and payable within ~~75 (seventy five) days~~ 60 (Sixty Days) on the last day working day of each month. Invoices shall comply with all the legal requirements of a valid tax invoice as stipulated in section 20(4) of the VAT Act.

14.6 Edcon shall only make payment to the Service Provider once the Project Manager has formally signed off on the Project.

14.7 In the event that the Service Provider anticipates the store build to take in excess of 120 (one hundred and twenty) days and it is of the view that it is entitled to the payment of Interim Service Fees, the Service Provider is required to submit a formal request to the Project Manager at the commencement of the Project. The decision on whether or not Interim Service Fees shall be payable by Edcon shall be at the sole and absolute discretion of Edcon, and Edcon shall not be required to provide reasons for its decision.



14.8 The Service Provider acknowledges and agrees that in the event that Edcon rejects its request for the payment of Interim Service Fees that this shall not be grounds for termination.

14.9 In the event that Edcon consents to the payment of Interim Service Fees, such payments shall be subject to the normal payment terms.

15. VALUE-ADDED TAX ("VAT")

15.1 The Service Provider hereby warrants that the Services it provides in terms of this Agreement constitute a taxable supply in terms of the VAT Act and that the Service Provider is registered as a VAT vendor in terms of the VAT Act.

15.2 The Parties shall ensure that the provisions of the VAT Act pertaining to the issuing of tax invoices, credit notes and VAT accounting in general are complied with.

15.3 Edcon shall not be liable to the Service Provider for any additional costs and expenses, other than the Service Fee stipulated in this Agreement.

16. RETENTION

16.1 ~~The Parties agree that Edcon shall be entitled to retain 10% (ten percent) of the Project value as Retention.~~

16.2 ~~The Project Manager shall release the Retention upon final sign-off of the Project.~~

16.3 ~~Payment of the Retention shall be made within 90 (ninety) days from date of final sign-off.~~

16.4 ~~In the event that any monies are owing by the Service Provider to Edcon in terms of this Agreement, the Service Provider consents to Edcon off-setting such payment against any Retention held.~~

17. INTELLECTUAL PROPERTY

17.1 The Service Provider shall not infringe the Intellectual Property Rights (including copyright) of any third party and shall not utilise or incorporate content bearing the Intellectual Property of such third party without first obtaining the necessary consents,



approvals, permissions or licences from such third party. Should any rights in respect of Intellectual Property be required to be cleared before use, the Service Provider shall clear such rights at its own cost and expense.




- 17.2 In the event that the Service Provider creates any Intellectual Property on behalf of Edcon (for example: shop drawings) the Service Provider shall ensure that it cedes and assigns all rights in and to such Intellectual Property to Edcon. In this regard, the Service Provider shall sign all necessary documentation to transfer such rights to Edcon.
- 17.3 In the event of the Service Provider infringing the Intellectual Property Rights of any third party, the Service Provider shall be solely responsible for any losses arising as a result of the infringement of the Intellectual Property Rights of such third party including any losses suffered by Edcon as a result of such infringement.
- 17.4 The Service Provider hereby indemnifies and holds Edcon harmless against any and all loss, damage or claims which may be suffered by or brought against Edcon arising out of the Service Provider's failure to obtain the necessary consents, approvals, permissions or licences mentioned in 17.1.

18. LATENT DEFECTS LIABILITY PERIOD

The latent defects liability period shall commence at the Commencement Date and end ~~five (5) years~~ (Three (3) years) from the Project End Date.



19. REPRESENTATIVES

- 19.1 Within 14 (fourteen) days after the Signature Date, the Parties shall each appoint a Representative to oversee the implementation of this Agreement. In the case of Edcon, this shall be the Project Manager.
- 19.2 The Representative shall be authorised to manage this Agreement on behalf of the Parties and shall have the necessary skills, expertise and experience to act in such representative capacity.
- 19.3 Unless otherwise agreed between the Parties, all communication regarding the performance of the Services in terms of this Agreement shall take place between the Representatives.
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19.4 If a Party's Representative has changed, such Party shall notify the other Party in writing of the change.

20. MONITORING OF SERVICES

20.1 The Parties' Representatives shall agree upon procedures for holding meetings between the Parties, which shall take place bi-weekly in order to report on all aspects regarding the provision of Services and the attainment of the Service Levels in terms of this Agreement.

20.2 The Parties shall maintain complete and accurate records as well as all other required data that may be necessary for the proper administration of this Agreement, including, full and accurate records of all Services performed under this Agreement.

20.3 The Parties shall permit each other's duly authorised representative, on reasonable notice, to inspect and make copies of its books, reports, records, contracts, data, procedures, event logs, transaction logs, correspondence, documents and the like relating to the terms of this Agreement so as to satisfy the other Party generally as to compliance with the terms of this Agreement, including such additional information as the other Party may reasonably require.

20.4 The Party shall render such reasonable assistance as may be necessary to allow the other Party to exercise their rights in terms of this clause 20.

21. SUB CONTRACTORS

21.1 The Service Provider acknowledges and accepts that Edcon is contracting directly with the Service Provider.

21.2 In the event that the Service Provider elects to make use of the services of a sub-contractor, the Service Provider shall remain liable to Edcon for the acts and omission of such sub-contractor as if they had been performed by the Service Provider.

21.3 Under no circumstances, shall the Service Provider attempt to escape liability under this Agreement by stating that an appointed sub-contractor is liable for such act or omission.

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22. CONFIDENTIALITY

- 22.1 The Parties acknowledge that Edcon develops, owns, holds and possesses the Confidential Information which is sensitive in nature and which information, when disclosed, may be damaging to Edcon.
- 22.2 Edcon has made, and will from time to time, during the provision of the Services, make the Confidential Information available to the Service Provider to assist the Service Provider in providing the Services to Edcon.
- 22.3 The Service Provider acknowledges that although the Parties have given an indication of the type of Information which will be confidential Information for the purposes of this Agreement, this indication does not limit the definition of Confidential Information and the Parties' intention is that all data and information relating to Edcon's businesses which the Service Provider receives or may receive, acquires or may acquire, is confidential information for the purposes of this Agreement.
- 22.4 The Service Provider shall not, in any manner whatsoever, disclose all or part of the Confidential Information to any entity or person which is not a party to this Agreement without the prior written consent of Edcon, which consent will be in the sole discretion of Edcon.
- 22.5 Unless otherwise authorised thereto in writing, the Service Provider shall use the Confidential Information only for the purposes of carrying its obligations in terms of this Agreement.
- 22.6 The Service Provider shall not reveal or disclose any part of the Confidential Information to any of its shareholders, employees, officers or directors (collectively "representatives"), save and except on a need to know basis for the purposes referred to in this Agreement and then only to the extent that they need to know. Service Provider undertakes, prior to disclosing any part of the Confidential Information to any of its representatives, to inform such representatives of the confidential nature of the Confidential Information and procure their written agreement to act in accordance with the terms and conditions of this clause 22.
- 22.7 The Service Provider shall procure that all of the Representatives to whom disclosure is made in terms of this clause 22 will act in accordance with the terms hereof as if each of them were a party to this Agreement and the Service Provider shall be responsible for any breach of any of the terms of this clause 22 by any of the representatives.

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- 22.8 The Service Provider shall, when requested to do so by Edcon, promptly return to Edcon (without keeping copies thereof) copies of all Information, documents, disks and records of whatever nature relating to the Confidential Information, which Information shall, at all times, remain the sole and absolute property of Edcon.
- 22.9 The Service Provider acknowledges that failure to comply with any provision of this clause 22 shall constitute breach of this Agreement, which shall entitle Edcon to take any action it deems necessary in the circumstances including, but not limited to, the remedy set out in clause 22 and without prejudice to any other remedy available to it at law.
- 22.10 The confidentiality obligations contained in this clause 22 will not apply to any of the Confidential Information which:
- 22.10.1 is or becomes part of the public domain through no fault of the Service Provider;
 - 22.10.2 properly becomes available to the Service Provider from a third party source having a lawful right to disclose same to the Service Provider as can be demonstrated by competent written evidence by the Service Provider;
 - 22.10.3 was known to the Service Provider prior to disclosure thereof to it as can be demonstrated by competent written evidence in the possession of the Service Provider; or
 - 22.10.4 is required by law to be disclosed.
- 22.11 If the Service Provider becomes compelled in terms of any law or regulation, which law or regulation it is required to comply with, to disclose any part of the Confidential Information, Service Provider shall promptly notify Edcon in writing of such law or regulation and of the actions which Service Provider proposes to take in response. In such event, the Service Provider shall, prior to any such disclosure, take full account of any reasonable representations made by Edcon, whether concerning resistance to the requirement of disclosure, the form and/or manner of disclosure or the expenses to be incurred by Edcon pursuant to such disclosure and shall exercise its best endeavours to ensure that, to the maximum extent possible in the circumstances, the Confidential Information will be kept confidential.
- 22.12 The Service Provider agrees that, due to the nature of the Confidential Information, in the event of any breach by the Service Provider of this Agreement, damages may not be an appropriate remedy and that Edcon shall be entitled to apply for an interdict to protect its rights in terms of this clause 22.



23. FORCE MAJEURE

- 23.1 The Service Provider shall not be liable for any failure to comply with its obligations herein if such failure is due to any cause beyond its reasonable control, including without limiting the generality thereof, acts of God, act of civil and military authority, labour disputes, fire, riots, civil commotions, sabotage, war, embargo, boycotts, floods, epidemics or governmental restrictions.
- 23.2 The Service Provider shall immediately give notice to Edcon when its performance in terms of this Agreement is delayed or prevented. Should the force majeure event referred to in this clause 23 continue for a period of more than 30 (thirty) days, then Edcon shall be entitled to cancel this Agreement by giving the Service Provider written notice to that effect, provided that at the time of giving such notice the vis major still precludes the Service Provider from carrying its obligations in terms hereof.

24. DISPUTE RESOLUTION

- 24.1 Save where another particular form of dispute resolution mechanism has been provided in any other provision of this Agreement, if any dispute arises in connection with this Agreement, either Party may deliver a written notice to the other setting out the details of the dispute. The Parties must first attempt to resolve the dispute by negotiation through their respective senior executives.
- 24.2 If the dispute is not resolved in accordance with clause 24.1 within 10 (ten) business days of delivery of the notice in accordance with 24.1, either Party may refer the dispute for arbitration. The arbitration shall be held in Johannesburg, South Africa in accordance with the current rules of the Arbitration Foundation of South Africa ("AFSA"), by an arbitrator or arbitrators appointed by the Secretariat of AFSA.
- 24.3 The arbitration will be held in camera, in the English language and will be kept confidential by the Parties.
- 24.4 For the purposes of this clause 24 and for the purposes of having any award made by the relevant dispute resolution agent being made an order of court, each of the Parties hereby submits itself to the jurisdiction of the High Court of South Africa.
- 24.5 Notwithstanding anything to the contrary contained in this clause 24, any party shall be entitled to apply for, and if successful, be granted, an interdict from any competent court



having jurisdiction, pending the outcome of the arbitration proceedings.

24.6 This clause 24 constitutes an irrevocable consent by each of the Parties to any proceedings in terms hereof, is severable from the rest of this Agreement and shall, notwithstanding the termination of this Agreement, remain in full force and effect.

24.7 The Parties must continue to perform their respective obligations under this Agreement despite the existence of a dispute under this clause 24.

25. BREACH

Should either Party ("the Defaulting Party") fail to comply with any of the provisions of this Agreement, the other Party shall be entitled to give the Defaulting Party notice of such default, and if the Defaulting Party fails to remedy the default within 14 (fourteen) days after receiving such notice, the other Party may terminate this Agreement, without prejudice to any claim for damages suffered as a result of the default on the part of the Defaulting Party.

26. ASSIGNMENT

The provisions of this Agreement will automatically inure to any legal successors of the Parties, but neither Party shall be entitled to assign its rights and obligations (or any of them) under this Agreement to any third party without the prior written consent of the other Party.

27. GENERAL

27.1 Domicilia and notices

27.1.1 All notices to be given in connection with this Agreement shall be in writing and shall be delivered by hand or sent by e-mail:

In the case of the Service Provider to:	Pan African Shopfitters 10 Nasmith Ave Driehoek
email:	david@panafic.com



Marked for the attention of: David Blumenthal

in the case of Edcon to: Edgardale
1 Press Avenue
Crown Mines
Johannesburg

email: Propertyprocurement@edcon.co.za

which addresses the Parties select as their respective *domicilium citandi et executandi*.

- 27.1.2 A notice shall be deemed to have been received:
 - 27.1.2.1 on delivery, if delivered to a responsible person during normal business hours at the Party's physical address;
 - 27.1.2.2 on despatch, if sent to the Party's e-mail.
- 27.1.3 Either Party may change its address for this purpose to another address by notice in writing to the other Party, such address being effective on receipt by the addressee of such written notice. A notice shall be necessary in respect of a new or changed telefax number.

27.2 Good faith

Each Party shall execute all documents promptly and do all things that the other Party may from time to time reasonably require of it to effect, perfect or complete the provisions of this Agreement.

27.3 Entire contract

This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with herein. There are no terms, conditions or warranties, express or implied, other than those contained in this Agreement and there have been no prior representations made by the Parties or any agent or other person purporting to act for the Parties.

27.4 Variation, cancellation and waiver



No variation of the terms of this Agreement, or consensual cancellation of this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

27.5 Indulgences

No indulgence which either of the Parties may grant to the other shall constitute a waiver by the former of its rights under this Agreement; accordingly that Party shall not be precluded, as a consequence of it having granted such indulgence, from exercising any of its rights against the other which may have arisen in the past or which may arise in the future.

27.6 Severability

If any of the provisions of this Agreement shall be held unenforceable in any pertinent jurisdiction, such event shall not affect the validity of the remainder of the provisions of this Agreement which shall remain effective as if any such unenforceable provision were not a part of this Agreement.

27.7 Counterparts

This Agreement may be concluded by the Parties signing separate counterparts, which shall together constitute the Agreement of the Parties.

27.8 Applicable law

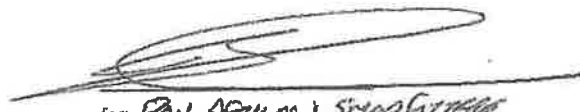
This Agreement shall be governed by, construed and interpreted in accordance with the laws of South Africa.

Signed at Gqeberha on 29 August 2018.

As Witnesses:


1. 

2. 



for: PAN ADELSON SINGH

Name: Berhan Ingam



Capacity:
who warrants s/he is duly authorised hereto

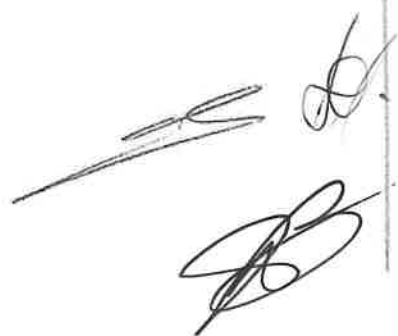
Signed at _____ on _____ 2018.

As Witnesses: -

1. _____

2. _____

for: Edcon Limited
Name:
Capacity:
who warrants s/he is duly authorised hereto.

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SCHEDULE 1.1

SCOPE OF SERVICES – EDGARS HOME RELAYS

The Edgars chain as part of its strategy, is relaying the Edgars Home department in certain Edgars stores.

Scope

The fixtures and fittings are required in the following 7 stores:

Edgars Eastgate
Edgars Kotonade
Edgars Clearwater
Edgars Eastrand Mall
Edgars Sandton
Edgars Canalwalk
Edgars Tygervalley

The fixtures elements that were tendered for are:

- Generic Wall Frame
- Nesting Table Frame
- Headboard Unit
- Three Towel divider Shelves
- Bed headboard
- Utensil Unit
- Dining room table and chairs
- Gondolas
- Kitchen Island
- Slot Panel peg
- Table top dining table bench

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SCHEDULE 1.2

SCOPE OF SERVICES – EDGARS INTIMATE RELAYS

The Edgars chain as part of its strategy, is relaying the Intimate department in certain Edgars stores.

Scope

The fixtures and fittings are required in the following 6 stores:

- Edgars Eastgate
- Edgars Clearwater
- Edgars Eastrand Mall
- Edgars Sandton
- Edgars Canalwalk
- Edgars Menlyn

The fixtures elements relate to:

- Various Floor units
- Various Wall units
- Wall Breaker Configurations

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SCHEDULE 2

PROJECT PLAN

EDGARS TOP 6 RELAY 2018										
DATE: 17/09/2018										
REVISION: 01										
STORES	PM	PIN	HOME + INTIMATE FIXTURE LAYOUT ISSUE			HOME SHOP FITTER FIXTURE DELIVERY			INTIMATE SHOP FITTER FIXTURE DELIVERY	
STORE							START	ACTUAL	COMPLETE	ACTUAL
EDG EASTGATE	CE						01-Oct-18		05-Oct-18	
EDG CLEARWATER	PM						01-Oct-18		05-Oct-18	
EDG EAST RAINBOW MALL	CE	19874	22-Aug-18		24-Sep-18		28-Sep-18		08-Oct-18	
EDG CAMMEL WALK	PM	19585	22-Aug-18		24-Sep-18		28-Sep-18		08-Oct-18	12-Oct-18
EDG SANDTON	CE	19875	22-Aug-18		01-Oct-18		05-Oct-18		15-Oct-18	18-Oct-18
EDG MENLYN	CE	19568	22-Aug-18		01-Oct-18		05-Oct-18		15-Oct-18	18-Oct-18

NOT APPROVED

1. Dates for commencement have already passed
2. New dates to be issued
3. Contract commences once contractual documents have been signed, Purchase order received

SCHEDULE 3

SPECIFICATIONS

As per rates schedule included in Schedule 6

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SCHEDULE 4

DRAWINGS

Attached in the e-mail as per the following pdf documents:

HOME Edgars Finishes Schedule_REV B[3].pdf

HOME EDGARS_SF_G_2018-07-02[3].pdf

HOME EDGARS_SF_H_2018-07-02[5].pdf

INTIMATE EDGARS_Finishes Schedule_13072018_REV C.PDF

INTIMATE EDGARS_SF_G_2018-07-13.pdf

INTIMATE EDGARS_SF_I_2018-07-13_FOR COSTING.PDF

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SCHEDULE 5

SERVICE LEVEL AGREEMENT: PENALTIES

1. ~~Should the Service Provider fail to complete the scope of services within the stipulated period, Edcon shall at its sole option, be entitled to claim one of the following penalties from the Service Provider:~~



- ~~1.1 The Service Provider shall be liable for any loss of Gross Profit suffered by Edcon as a result in the delay in the shop fitting; or~~
- ~~1.2 The Service Provider shall be liable for any additional costs incurred by Edcon as a result of the delay in shop fitting; or~~
- ~~1.3 The Service Provider shall be liable for a percentage of the service fee as a result of the delay in the shop fitting. The percentage shall be determined by Edcon at the time of the delay.~~



SCHEDULE 6.1.1

EDGARS HOME RELAY SERVICE FEES / RATES

Please see pdf attachment in e-mail

 
PAF EDGARS - HOME PAF EDGARS - HOME
- RATES- REV 1 - JULY- PRG - REV 1 - JULY



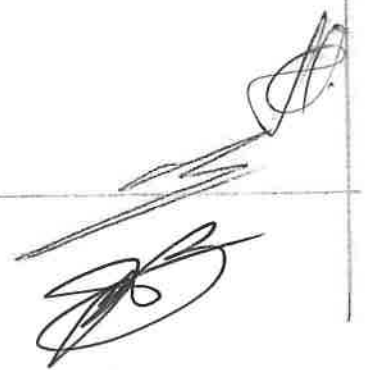
SCHEDULE 6.1.2

EDGARS INTIMATE RELAY SERVICE FEES / RATES

Please see pdf attachment in e-mail


PAF EDGARS -
INTIMATE -RATES - RI


PAF EDGARS -
INTIMATE -P&G SCHE



EDCON STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. These Terms and Conditions shall commence on the date that Edcon issues a valid Purchase Order, and shall endure until the Goods are delivered in full or the Services are rendered and completed.
2. The Supplier shall have no claim against Edcon for any cancelled orders. Time is of the essence in the delivery of Goods pursuant to this Agreement. The Supplier shall deliver the Goods to the delivery destination stipulated in the relevant Purchase Order. Edcon's Product count shall be the final count for the Products delivered irrespective of the type of delivery mode.
3. Unless otherwise specified, title to and risk in the Goods shall pass to Edcon upon delivery by the Supplier.
4. The Supplier undertakes to ensure that the Goods are able to be utilised for the purpose for which they were intended, of good quality, in good working order and free from any defects in compliance with the quality standards prescribed by applicable laws and the relevant authorities.
5. By accepting the performance of the Services or delivery of the Goods stipulated in the Purchase Order, the Supplier warrants and undertakes at all times that:
 - 5.1. it has the experience, ability and expertise and know-how to deliver the Goods and/or render the Services;
 - 5.2. it shall execute the Services promptly and efficiently and shall obtain the necessary permits, licences and certificates as may be required for delivering the Goods and/or rendering the Services; and
 - 5.3. it shall observe all reasonable directions and instructions by Edcon in relation to the Services.
6. A breach of any of the warranties set out above shall entitle Edcon to immediately terminate this Agreement, and to pursue any legal action it deems appropriate, including withholding payment for Services not adequately rendered.
7. The Supplier must at all times comply with all the requirements notified by Edcon regarding its delivery procedures and invoicing requirements. Payment shall be made via EFT (electronic fund transfer) into the nominated bank account of the Supplier provided to Edcon 75 (seventy-five) days from date of statement on the last day of the month and if the last day of the month falls on a Saturday, Sunday or official public holiday, payment will be made on the next Business Day.
8. The Supplier shall not infringe the Intellectual Property Rights of any third party and shall not utilise, other than as specifically set forth herein with the consent of such third party having been obtained by the Supplier beforehand, any trade mark, logo and/or artwork of any nature whatsoever in which any third party has any rights. In the event of the Supplier infringing the Intellectual Property Rights of any third party, the Supplier shall be solely responsible for any losses arising as a result of the infringement of the Intellectual Property Rights of such third party including any losses suffered by Edcon as a result of such infringement.
9. The Parties undertake not to directly or indirectly use, divulge, disclose or make available to any person Confidential Information relating to each other's private affairs or business or method of carrying on business, without the prior written consent of the disclosing party, and to keep and safeguard as confidential all aspects of the business relationship between themselves (in particular any Purchase Order, designs, patterns, styles, specifications, formulae and customer information or base), save to the extent permitted in writing by the disclosing party and/or required by law.
10. The parties shall comply with all applicable laws, statutes and codes relating to anti-bribery and anti-corruption.
11. Should the Supplier breach or otherwise be in default of its obligations under or in terms of this Agreement and remain in default or fail to remedy such breach within 14 (fourteen) Business Days of receipt of written notice calling upon it to remedy such breach, Edcon will be entitled, but not obliged, in addition to any rights which it may have or remedies which may be available to it, to:
 - 11.1. cancel this Agreement forthwith, with or without claiming damages; and/or
 - 11.2. claim specific performance with or without claiming damages.
12. The Parties chose the addresses provided in the Purchase Orders as their respective domicilia. Any notice required to be given by a party hereto to the other shall be deemed to have been validly served if sent by post, commercial courier, by facsimile, or e-mail to such party's address, facsimile number or e-mail address given herein, or such other address or facsimile number as may from time to time be notified in writing for this purpose.

Amendments by Panafrican Shopfitters to EDCON standard Terms and Conditions

1. The 1st sentence of Clause 2, is unacceptable, and should be deleted.
2. A further sentence to this clause 2 is added. "Once the goods have been delivered, same shall be deemed to be the correct quantity and quality and not capable of being disputed unless such disputed quantity and or quality occurs in writing within 5 days of such delivery, and failing same the amount debited per invoice shall be deemed owing and payable".
3. Clause 3 to be deleted and replaced with the following. "The risk in and to the goods passes to Edcon on delivery. Ownership remains vested in the Supplier pending payment. This applies same to a builders lien and will remain vested in the Supplier pending payment"
4. Clause 6 "75 (Seventy five) Days to be deleted and replaced with 60 (Sixty Days)
5. Clause 10 a further clause added 10.3 "In the event of cancellation all monies owed to the Supplier, shall immediately become due, owing and payable"

Signature: 

Name: Michael Blumenthal

Date Signed: 09 October 2018

FA2

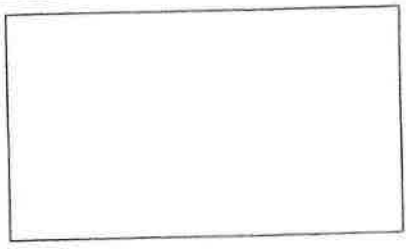
PAN AFRICAN SHOPFITTERS (PTY) LTD
P.O. BOX 8770
JOHANNESBURG
2000

4240189375

VAT REG NO: 4240189375
REGISTRATION NO 1999/017979/07

STATEMENT	
Date	01/04/20
Page	1
Account Number	C15BB

EDCON LIMITED
PRIVATE BAG 1/2/3
CROWN MINES
JOHANNESBURG
2025
VAT NR: 4460236773



Account	Date	Page		
C15BB	01/04/20	1		
Date	Reference	Description	Debit	Credit
05/12/19	IC100227	CREDIT NOTES - POS 12-11-2019 -		284.96
31/12/19	PMNT1909	PAYMENT RECEIVED -		0.09
03/03/20	PMNT1991	PAYMENT RECEIVED -		684.14
28/07/19	IN103682	TAX INVOICE - 1805926	6,609.21	
20/08/19	IN103912	TAX INVOICE - 1822101	17,616.26	
20/08/19	IN103914	TAX INVOICE - 1822827	7,509.83	
20/08/19	IN103915	TAX INVOICE - 1824228	1,864.44	
21/11/19	IN104664	TAX INVOICE - 1843385	55,049.04	
29/11/19	IN104786	TAX INVOICE - 1847987	197,031.11	
29/11/19	IN104787	TAX INVOICE - QTE 24/10/2019	33,475.74	
01/12/19	IC100232	CREDIT NOTES - IN104787		33,475.73
29/11/19	IN104803	TAX INVOICE - 1844882	10,719.23	
05/12/19	IN104894	TAX INVOICE - 1853437	7,954.99	
05/12/19	IN104917	TAX INVOICE - 1850287	5,630.40	
06/12/19	IN104955	TAX INVOICE - 1849434	32,973.94	
24/02/20	IN105071	TAX INVOICE - 1856051	71,010.92	
24/02/20	IN105072	TAX INVOICE - 1856169	500,194.51	
24/02/20	IN105073	TAX INVOICE - 1860038	430,160.56	
24/02/20	IN105074	TAX INVOICE - 1855874	505,721.09	
24/02/20	IN105075	TAX INVOICE - 1856167	72,723.07	
24/02/20	IN105076	TAX INVOICE - 1856237	156,727.00	
24/02/20	IN105077	TAX INVOICE - 1859962	2,662.54	
10/03/20	IN105174	TAX INVOICE - 1860615	907,471.85	
10/03/20	IN105175	TAX INVOICE - 1869673	26,912.88	
10/03/20	IN105176	TAX INVOICE - 1869675	34,960.00	
23/03/20	IN105224	TAX INVOICE - 1859150	3,035,488.56	
23/03/20	IN105225	TAX INVOICE - 1864675	37,609.27	
23/03/20	IN105226	TAX INVOICE - 1864683	110,092.80	
23/03/20	IN105227	TAX INVOICE - 1866405	17,985.80	
23/03/20	IN105228	TAX INVOICE - 1871597	171,762.14	
23/03/20	IN105229	TAX INVOICE - 1871807	8,791.29	
23/03/20	IN105230	TAX INVOICE - 1871841	69,547.39	
23/03/20	IN105231	TAX INVOICE - 1870440	17,868.24	
23/03/20	IN105232	TAX INVOICE - 1870281	51,805.20	
23/03/20	IN105233	TAX INVOICE - 1856154	248,426.46	
23/03/20	IN105234	TAX INVOICE - 1866464	168,768.65	
23/03/20	IN105235	TAX INVOICE - 1855867	199,644.62	
23/03/20	IN105236	TAX INVOICE - 1855974	142,400.68	

Account	Date	Page
C15BB	01/04/20	1
Date	Reference	Amount
05/12/19	IC100227	284.96C
31/12/19	PMNT1909	0.09C
03/03/20	PMNT1991	684.14C
28/07/19	IN103682	6,609.21D
20/08/19	IN103912	17,616.26D
20/08/19	IN103914	7,509.83D
20/08/19	IN103915	1,864.44D
21/11/19	IN104664	55,049.04D
29/11/19	IN104786	197,031.11D
29/11/19	IN104787	33,475.74D
01/12/19	IC100232	33,475.73C
29/11/19	IN104803	10,719.23D
05/12/19	IN104894	7,954.99D
05/12/19	IN104917	5,630.40D
06/12/19	IN104955	32,973.94D
24/02/20	IN105071	71,010.92D
24/02/20	IN105072	500,194.51D
24/02/20	IN105073	430,160.56D
24/02/20	IN105074	505,721.09D
24/02/20	IN105075	72,723.07D
24/02/20	IN105076	156,727.00D
24/02/20	IN105077	2,662.54D
10/03/20	IN105174	907,471.85D
10/03/20	IN105175	26,912.88D
10/03/20	IN105176	34,960.00D
23/03/20	IN105224	3,035,488.56D
23/03/20	IN105225	37,609.27D
23/03/20	IN105226	110,092.80D
23/03/20	IN105227	17,985.80D
23/03/20	IN105228	171,762.14D
23/03/20	IN105229	8,791.29D
23/03/20	IN105230	69,547.39D
23/03/20	IN105231	17,868.24D
23/03/20	IN105232	51,805.20D
23/03/20	IN105233	248,426.46D
23/03/20	IN105234	168,768.65D
23/03/20	IN105235	199,644.62D
23/03/20	IN105236	142,400.68D

120+ Days	90 Days	60 Days	30 Days	Current
	342,673.41	1,739,199.69	10,994,065.09	0.00
ACCOUNT 60 DAYS OVERDUE. PLEASE SETTLE WITHIN 7 DAYS!				Total Due 13,075,938.19

Amount Due	13,075,938.19
Amount Paid:	
Comments:	

PAN AFRICAN SHOPFITTERS (PTY) LTD
P.O. BOX 8770
JOHANNESBURG
2000

4240189375

VAT REG NO: 4240189375
REGISTRATION NO 1999/017979/07

STATEMENT

Date 01/04/20

Page 2

Account Number C15BB

EDCON LIMITED
PRIVATE BAG 1/2/3
CROWN MINES
JOHANNESBURG
2025
VAT NR: 4460236773

Account	Date	Page		
C15BB	01/04/20	2		
Date	Reference	Description	Debit	Credit

23/03/20	IN105237	TAX INVOICE - 1856308	451,820.06	
23/03/20	IN105238	TAX INVOICE - 1856307	671,523.99	
23/03/20	IN105239	TAX INVOICE - 1856116	313,991.68	
23/03/20	IN105240	TAX INVOICE - 1856256	93,740.73	
23/03/20	IN105241	TAX INVOICE - 1856256	73,509.37	
23/03/20	IN105242	TAX INVOICE - 1856289	95,725.40	
23/03/20	IN105243	TAX INVOICE - 1856074	286,388.10	
23/03/20	IN105244	TAX INVOICE - 1861290	50,113.50	
23/03/20	IN105245	TAX INVOICE - 1863493	1,098,605.99	
23/03/20	IN105246	TAX INVOICE - 1865399	22,336.45	
23/03/20	IN105247	TAX INVOICE - 1868619	58,731.72	
23/03/20	IN105248	TAX INVOICE - 1871533	11,495.34	
23/03/20	IN105249	TAX INVOICE - 1860433	605,148.01	
23/03/20	IN105250	TAX INVOICE - 1870407	156,931.13	
25/03/20	IN105256	TAX INVOICE - 1859887	648,665.93	
25/03/20	IN105257	TAX INVOICE - 1867194	445,514.65	
25/03/20	IN105258	TAX INVOICE - 1867438	660,971.35	

Account	Date	Page
C15BB	01/04/20	2
Date	Reference	Amount

23/03/20	IN105237	451,820.06D
23/03/20	IN105238	671,523.99D
23/03/20	IN105239	313,991.68D
23/03/20	IN105240	93,740.73D
23/03/20	IN105241	73,509.37D
23/03/20	IN105242	95,725.40D
23/03/20	IN105243	286,388.10D
23/03/20	IN105244	50,113.50D
23/03/20	IN105245	1,098,605.99D
23/03/20	IN105246	22,336.45D
23/03/20	IN105247	58,731.72D
23/03/20	IN105248	11,495.34D
23/03/20	IN105249	605,148.01D
23/03/20	IN105250	156,931.13D
25/03/20	IN105256	648,665.93D
25/03/20	IN105257	445,514.65D
25/03/20	IN105258	660,971.35D

120+ Days	90 Days	60 Days	30 Days	Current
	342,673.41	1,739,199.69	10,994,065.09	0.00

ACCOUNT 60 DAYS OVERDUE.
PLEASE SETTLE WITHIN
7 DAYS!

Total Due
13,075,938.19

Amount Due 13,075,938.19

Amount Paid:

Comments: