

- constitute a debt owing to Rentor by Customer and shall become payable on demand.
- 5.10. Customer shall permit Rentor and/or its authorized agents to have access to and to inspect the Equipment at all reasonable times.
- 5.11. Customer shall obtain all licenses and certificates applicable to the use and enjoyment of the Equipment and Customer shall not use the Equipment in contravention of this Agreement, the law or of any regulations stipulated by any relevant authority.
- 5.12. Rentor shall not under any circumstances be liable to Customer in respect of any damage to person or property of whatever nature and however arising, whether direct or consequential or special, or general, resulting from Customer's possession, use and/or operation of the Equipment; or any installation by the supplier of the Equipment, or late commissioning whether or not such late commissioning is occasioned by any fault and/or negligence.
- 6. MAINTENANCE:**
- 6.1. It is recorded that this Agreement applies to the renting of the Equipment and that the Rental as specified in this Agreement does not include any payment in respect of maintenance.
- 6.2. Should Customer and supplier conclude a maintenance agreement:
- (a) the maintenance agreement will not impact this Agreement or any of Customer's obligations to Rentor;
- (b) Customer must satisfy itself as to support, maintenance, and/or collateral warranty in relation to the Equipment, and
- (c) the maintenance agreement in respect of the Equipment shall be separate and distinct from this Agreement and the renewal or cancellation of such maintenance agreement shall not affect the terms and conditions of this Agreement.
- 6.3. Customer shall not be entitled to withhold compliance with its obligations under this Agreement or its payment obligations for any reason whatsoever including but not limited to any period during which the Equipment is not in proper working order or not working at all and/or for any reason the terms and conditions of the maintenance agreement have not been adhered to by the authorized supplier or its agent and/or because of a dispute in relation to the maintenance agreement, defect, breakdown, accident, loss, theft and/or damage to the Equipment.
- 7. OWNERSHIP:**
- 7.1. It is expressly agreed that the Equipment shall at all times be and remain the sole and absolute property of Rentor. At no stage during the period of this Agreement or thereafter will Customer or any person on its behalf acquire ownership of the Equipment in terms of this Agreement.
- 7.2. Customer or any person on its behalf, shall not after termination of this Agreement be entitled to retain the possession, use or enjoyment of the Equipment.
- 7.3. Customer shall on termination of this Agreement return the Equipment to Rentor at an address nominated by Rentor, at Customer's own expense and in the same condition as at the Commencement Date, fair wear and tear excepted.
- 7.4. Customer agrees that the Equipment will not at any time accede or become permanently attached to any premises or other property or asset and that on termination of the relevant Equipment Schedule, Customer will return the Equipment to Rentor, failing which Rentor shall be entitled to remove the Equipment without compensation to Customer. Customer indemnifies Rentor against any costs, loss, or liability that Rentor may reasonably incur as a result of removal.
- 7.5. Should Rentor deem it necessary for the Equipment to be restored in order for it to operate as per its original condition, fair wear and tear excepted, the cost of such restoration will be for the account of Customer.
- 8. INSURANCE OF EQUIPMENT:**
- 8.1. Customer is hereby given notice of its right of free choice in respect of its insurance obligations under this clause 8 in terms of section 43 of the Short-Term Insurance Act 53 of 1998. Customer represents and warrants that it has read, understood and is fully acquainted with the aforesaid provision.
- 8.2. By signing this Agreement, Customer acknowledges that: (a) Customer has been given prior written notice of its entitlement to the freedom of choice referred to in the said Act; and (b) Customer has exercised that freedom of choice; and (c) Customer was not subject to any coercion or inducement as to the manner in which it exercised that freedom of choice.
- 8.3. All risk in and to the Equipment shall pass to Customer on the date on which Customer takes delivery thereof and shall remain with Customer until Customer has returned the Equipment to Rentor.
- 8.4. Customer shall comprehensively insure and keep the Equipment so insured against all insurable risks (including but not limited to cover against loss, fire, theft, accident, damage, riot damage and civil uprising and such risks associated with the nature of the Equipment and in terms of any statutory requirements), at its own cost for an amount equal to the full insurable value with a reputable insurer for the duration of the Equipment Schedule for the relevant Equipment. Customer hereby cedes to Rentor, as security for the due performance of Customer's obligations in terms of this Agreement, all Customer's rights, title and interest in and to the proceeds arising out of the insurance policy in respect of the Equipment. Customer must ensure that the insurer is aware of this cession and that Rentor's interest in the Equipment as owner is noted in the insurance policy.
- 8.5. Customer must provide Rentor with proof of adequate insurance and that the insurer is aware of the cession and that Rentor's interest in the Equipment as owner was noted in the insurance policy, to Rentor's satisfaction. Customer must pay all excess and premiums for such insurance.
- 8.6. In the event of Customer failing to furnish Rentor with proof of payment of the premiums, or in the event of the insurance policy/ies becoming of no force or effect for any reason whatsoever, or if Customer fails to insure the Equipment, Rentor shall be entitled (but not obliged) to insure the Equipment and keep the Equipment insured, for at least its current replacement value for the remainder of the period of the Agreement, against all risks of damage, loss, destruction or mechanical breakdown as the use of Equipment and property of the nature of the Equipment is ordinarily insured. All costs incurred by Rentor in doing so, including, cost of premiums and/or excess shall be payable by Customer upon demand.
- 8.7. In the event that Customer requests Rentor to take out such insurance, Customer shall be liable for such insurance premiums which shall be added to the Rental. Customer warrants that it shall comply with all reasonable conditions imposed by Rentor's insurer with regard to location, use of the Equipment, claims and any other conditions imposed by Rentor's insurer.
- 8.8. Customer shall not permit the Equipment to be used by any unqualified operator or in any other manner contrary to the law or the terms and conditions of any insurance policy relating to this Agreement.
- 8.9. Customer shall advise Rentor forthwith of any loss of or damage to any of the Equipment and Customer shall make good at its own expense any damage caused to the Equipment arising from whatever cause including but not limited to the negligence of Customer or its employees, vis major or otherwise.
- 8.10. In the event of any of the Equipment being lost, stolen, or in the opinion of Rentor, damaged beyond economical repair, this Agreement shall terminate forthwith in respect of such Equipment, unless such Equipment is at Rentor's discretion replaced at Customer's cost. The terms and conditions shall apply to such replacement equipment.
- 8.11. In the event that the Agreement is terminated, Customer shall immediately pay all future Rentals outstanding in respect of the Initial Rental Period plus the notice period as referred to in clause 3 plus VAT if applicable.
- 9. LANDLORD NOTIFICATION:**
- 9.1. Customer shall immediately notify Rentor in writing of the name and address of the owner or landlord of the premises where the Equipment is located and/or the name and address of any subsequent owner or landlord of the same or any other subsequent premises. Customer shall similarly, in writing, notify the owner or landlord of the premises where the Equipment is located and/or any subsequent owner or landlord of such premises or any other subsequent premises, of Rentor's ownership of the Equipment and provide Rentor with proof thereof on request, failing which Rentor may notify the owner or landlord directly.
- 9.2. Customer shall advise Rentor of any intended change in address of the location of the Equipment at least 30 (thirty) days prior to any such change and not remove or allow the Equipment to be removed from such premises without prior written permission of Rentor. Such permission may be granted subject to the requirement that the Equipment be moved at Customer's expense by an agent of Rentor who shall require 14 (fourteen) days written notice thereof.
- 10. CESSION AND ASSIGNMENT:**
- 10.1. Rentor shall without notice to Customer be entitled to cede, delegate, transfer, sell, pledge, hypothecate and/or assign all or any of Rentor's rights and/or obligations under this Agreement, including its right of ownership in the Equipment. If such cession, delegation, transfer, sale, pledge, hypothecation or assignment takes place, Customer shall hold the Equipment on behalf of and in accordance with the instructions and directions of any such cessionary/ies in place of Rentor; and if so required by any cessionary/ies make all payments directly to such cessionary/ies.
- 10.2. Unless the context otherwise indicates, any reference to Rentor shall be deemed to include reference to its cessionary/ies.
- 10.3. Customer shall not, without the prior written permission of Rentor:
- (a) cede or assign any of its rights and/or delegate any of its obligations in and to and arising from this Agreement;
- (b) encumber any of its assets by way of mortgage, pledge, lien, charge, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security on the assets; and
- (c) otherwise than in the ordinary course of business, either in a single transaction or in a series of transactions, whether related or not and whether voluntary or involuntarily, sell, transfer or otherwise dispose of the whole or the substantial part of its assets or the whole or the substantial part of its undertaking.
- 10.4. Customer consents to any splitting of claims which may result from any cession, delegation, transfer, sale, pledge, hypothecation or assignment contemplated in this clause.
- 11. BREACH:**
- 11.1. Customer shall be deemed to have breached the provisions of this Agreement should Customer and/or a guarantor:
- (a) fail to make any payment due in terms of this Agreement on due date thereof;
- (b) omit to do or do any act or thing which may prejudice Rentor's rights to and in terms of this Agreement and/or Equipment or cause Rentor to suffer any loss or damage, or if Rentor's rights to or under any security given in connection with this Agreement are diminished, lost and/or prejudiced in any way;
- (c) make or have made misrepresentations to Rentor or any representation or warranty in connection with this Agreement, any applicable guarantee or any matter relevant thereto that is found to be incorrect, untrue or misleading;
- (d) commit any other breach of its obligations in terms of this Agreement or any applicable guarantee which breach shall be deemed to be a material breach;
- (e) enter into or attempt to enter into a compromise for debt arrangement with all of its creditors or any of them;
- (f) allow any judgment entered against it to remain unsatisfied for a period of 10 (ten) days from the date of such judgment being granted or failing to obtain a rescission of such judgment within a period of 14 (fourteen) days from the date of such judgment being granted;
- (g) being a company, be placed under judicial management, whether provisionally or finally;
- (h) be wound up, whether voluntarily or by order of Court and whether provisionally or finally;
- (i) be provisionally or finally sequestered;
- (j) commit any act referred to as an act of insolvency in the Insolvency Act, No. 24 of 1936, or the Companies Act, No. 71 of 2008, or the Close Corporations Act, No. 69 of 1984;
- (k) being a company or close corporation, effect a change in the beneficial ownership of any or all of the shares or interest therein, as the case may be, or be dissolved or incorporated into another entity, without prior written consent from Rentor;
- (l) have any attachments levied in respect of its property or assets; and/or
- (m) be "financially distressed" (as such term is defined in section 128 of the Companies Act, No. 71 of 2008 (the "Companies Act")) or reasonably likely to become "financially distressed" within the immediately ensuing six month period from date of signature hereof; or if the board of Customer resolves to commence business rescue proceedings or Customer or any of its agents, officers or employees take/s any other steps contemplated under the Companies Act in anticipation of business rescue proceedings; or if any person applies or threatens to apply to court for an order commencing business rescue proceedings in respect of Customer; or if any corporate action, legal proceedings or other similar procedure or steps are taken or threatened in relation to the appointment of a business rescue practitioner in respect of Customer; or if any proceedings in respect of or against Customer, a court orders the commencement of business rescue proceedings in respect of Customer, or if any provision of an agreement in respect of Customer or any of its assets or to which Customer is party is cancelled or suspended (whether entirely, partially or conditionally) by any liquidator, business rescue practitioner, receiver, administrative receiver, administrator, compulsory manager or other similar officer, or by a court, including cancellation or suspension contemplated under section 136(2) of the Companies Act; and/or
- (n) any company of Customer and/or any guarantor for Customer, subsidiary and/or group of companies, as defined in the Companies Act and/or any affiliated entities of Customer and/or such guarantor and/or agents, falling under the express control and/or direction of Customer and/or such guarantor fall into default in respect of any of their banking facilities they may have with, any of their bankers and/or fall into default on any of the respective Master Rental Agreements and/or subsequent Equipment Schedules as concluded between Rentor and Customer and/or any company, subsidiary and/or group of companies falling under the express control and/or direction of Customer, either at the same time or on independent occurrences; and/or
- (o) become subject to a Material Adverse Effect as envisaged in clause 14.
- 11.2. Should Customer be deemed in terms of clause 11.1 to have breached any of the provisions of this Agreement, Rentor shall, without prejudice to any other rights which it might have against Customer in terms of this Agreement or the law, be entitled to immediately:
- (a) cancel this Agreement; and/or
- (b) demand payment of the total outstanding balance of the Rental for the entire Minimum Rental Period plus the notice period as referred to in clause 3, and any other amounts payable by Customer in terms hereof, whether due for payment or not. Upon payment of such amounts Customer shall be entitled to the use, possession and enjoyment until expiry of the notice period; provided however if Customer fails to make immediate payment as provided herein, Rentor shall, notwithstanding the election to claim immediate payment in terms of this sub-clause; be entitled to cancel this Agreement and retake possession of the Equipment and recover from Customer all amounts due/in arrears as at the date of cancellation, together with interest thereon, as provided in clause 4.3 hereof, and all damages suffered by Rentor as a result of the cancellation of this Agreement.
- 11.3. Any damages claimed by Rentor against Customer in accordance with clause 11.2 shall be equivalent to the total of all amounts which, but for such cancellation, would have been payable from the date of cancellation of this Agreement until the date upon which the Minimum Rental Period plus the notice period referred to in clause 3 would otherwise have terminated by effluxion of time, less the value of the Equipment as at the date of recovery thereof by Rentor and as determined by Rentor.
- 11.4. Should Rentor cancel this Agreement, Customer must:
- (a) return the Equipment as per the relevant Equipment Schedule to Rentor immediately to a place specified by Rentor;
- (b) immediately pay all monies due and payable under this Agreement; and
- (c) immediately pay all amounts calculated under clause 11.2(b) above.
- 11.5. The provisions of clause 11.2 above, shall not be construed as precluding Rentor from enforcing specific performance by Customer under the terms and conditions of this Agreement or any other legal action or remedy available to Rentor.
- 11.6. All costs and expenses incurred by Rentor in removing the Equipment from Customer's premises as a result of Customer's non-compliance with any provision of this Agreement and/or all legal expenses incurred by Rentor in cancelling this Agreement, recovering the Equipment, including attorney and own client cost, collection commission, tracing fees, the cost of any valuation, dismantling, removal and storage of the Equipment and all other expenses incurred in taking possession of the Equipment, shall be borne by Customer.
- 11.7. On termination of this Agreement, and should it be necessary in Rentor's opinion for the Equipment to be valued, Customer authorizes Rentor to appoint an appraiser nominated solely by Rentor in its sole discretion, to determine the value of the Equipment. Customer agrees and undertakes to accept such valuation as binding on both parties. If the Equipment is not recovered by Rentor for any reason whatsoever, the value shall be deemed to be nil.
- 11.8. Notwithstanding the provisions of this Agreement should Customer, in breach of its obligations, fail to return the Equipment on termination of this Agreement, then in addition to any other claims which Rentor may have against Customer pursuant thereto, Customer shall be liable to continue to pay the Rental to Rentor as if the Agreement had not been terminated pro-rata for the period that the Equipment remains in Customer's possession from date of termination. The acceptance of such payments/s by Rentor shall not in any way prejudice Rentor's claim for cancellation or any other claim which Rentor may have.
- 12. WARRANTIES:**
- 12.1. Customer, by its signature hereto warrants to Rentor, such warranties being material and going to the root of this Agreement, that:
- (a) it is authorized to sign and enter into this Agreement and that by its signature this Agreement is valid, binding and enforceable against it provided that this Agreement shall only be binding on Rentor by its signature hereto;
- (b) its signature to this Agreement and any applicable Equipment Schedule from time to time, constitutes Customer's authority to Rentor and/or its cessionary/ies to draw against Customer's bank account all amounts due in terms of this Agreement;
- (c) information supplied to Rentor by Customer or anyone on its behalf concerning Customer's business in whatever form, is true and correct in all material respects, in particular, all information supplied to Rentor, prior to the

- Commencement Date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts;
- (d) all information as may be presented to Rentor in the future will be true at the relevant time, and will remain true and correct in every material aspect;
- (e) there are no pending or threatened investigations, litigation or other legal proceedings against Customer that may have a material adverse effect on Customer's business, condition (financial or otherwise) or on the results of Customer's operations, or Customer's ability to perform its obligations under this Agreement; and/or purports to effect the legality, validity or enforceability of this Agreement;
- (f) Customer has read, understood, and is fully acquainted with the provisions of section 43 of the Short-Term Insurance Act, 53 of 1998;
- (g) Customer will advise Rentor, in writing, immediately upon it becoming aware; (i) that it may be financially distressed (as defined in section 128(1)(f) of the Companies Act), and/or (ii) of any circumstances that could lead it to consider the passing of a resolution to commence business rescue proceedings, and/or (iii) of any steps being taken to commence business rescue proceedings against it;
- (h) if Customer's directors or members intend to pass a resolution to apply for business rescue voluntarily, Customer shall notify Rentor by way of written notice on the same day that the first director or member or other person receives such or similar notice, of the date and time of the board/members meeting at which the aforementioned resolution is intended to be passed, the fact that a board/members meeting will be held and that the directors/members of Customer intend to pass a resolution at such meeting that Customer applies for business rescue voluntarily. Customer undertakes and agrees to consult with Rentor in respect of business rescue proceedings, which consultations shall be conducted for the purposes of promoting clarity and transparency in respect of the business rescue process to the satisfaction of Rentor, allowing Rentor to participate in the process of appointing a business rescue practitioner and negotiating satisfactory inter-creditor arrangements with specific reference to the ranking of creditors;
- (i) Customer will submit its annual financial statements and/or interim statements, audited independently if a company, to Rentor upon request;
- (j) no representations or warranties not specifically contained herein, are binding on Rentor, and that heretofore was referred by the supplier of the Equipment to Rentor and that Rentor has purchased the Equipment from the supplier at Customer's special instance and request. Customer warrants that, immediately prior to the sale of the Equipment to Rentor, the supplier was the owner of the Equipment and entitled to sell and pass ownership of the Equipment to Rentor. Customer hereby indemnifies Rentor against any claim that may be made against Rentor for any loss that Rentor may sustain arising from any breach of any of the aforesaid warranties and/or failure of the supplier of the Equipment to pass ownership or deliver the Equipment to Customer and/or from any other loss which Rentor may suffer in relation to the Equipment of whatsoever nature and howsoever arising and whether or not Customer is at fault in relation thereto;
- (k) all facts and circumstances material to this Agreement and not known to Rentor including facts relevant to the purchase price and/or market value of the Equipment, have been disclosed by Customer to Rentor;
- (l) The supplier has sold the Equipment to Rentor at fair market value; and
- (m) it has not received any advice as defined in the Financial Advisory and Intermediary Services Act of 2002 from Rentor; and it has obtained tax, accounting, regulatory, legal and financial advice from appropriate independent advisors in respect of the transaction or dispensed with such advice.
- 12.2. The warranties and representations, unless otherwise stated are given as at the date of signing of this Agreement and on the date of signature of each Equipment Schedule from time to time and for the duration thereof.
13. **CREDIT CONSENT:**
Customer consents to Rentor or its cessionaries making enquiries and searches about Customer's credit record with any credit reference agency and any other party when assessing Customer's application to confirm the details in any credit application and/or in this Agreement made to Rentor. Rentor or its cessionaries may also provide credit reference agencies with regular updates regarding how Customer manages its account, including Customer's failure to meet agreed terms and conditions and any information concerning Customer's creditworthiness. Customer consents that credit agencies may, in turn, make the records and details available to other credit grantors. Rentor or its cessionaries may also give this information to any person who in its opinion, needs it to carry out any of Rentor's or its cessionaries' rights or duties in terms of the contract or any law pertaining to the products Customer has requested. Customer consents to Rentor monitoring payment by researching Customer's record at any credit reference agencies and using new information and data obtained from such credit reference agencies in respect of future rental applications.
14. **MATERIAL ADVERSE EFFECT:**
- 14.1. Customer acknowledges that:
(a) Rentor is providing the rental facility based on the law applicable to, and the financial position and circumstances of Customer and/or the guarantor at the time of the grant of the rental facility as well as the industry and environment within which it/they operate at the time and
- (b) a change in the law, financial position, circumstances and/or the industry or environment within which it/they operate may have the effect of altering the basis upon which the rental facility was or is given and secured.
- 14.2. If an event or circumstances or series of events or circumstances occurs (including without limitation a change in law or financial position) which has or may have a Material Adverse Effect on Customer, a guarantor or its business, Rentor may, at its election, by giving written notice to Customer, change the terms of the rental facility with Customer or regard such Material Adverse Effect as being a breach of the rental facility and Agreement entered into.
- 14.3. Material Adverse Effect shall mean a substantial change in shareholding and/or interest of Customer and/or the guarantor and/or a change on the circumstances which in the reasonable opinion of Rentor has or will have a material adverse effect on:
(a) the financial condition, business, or operations of Customer and/or guarantor; or
(b) the ability of Customer and/or guarantor to perform its financial or other material obligations under the rental facility, any applicable guarantee or agreements entered into with Rentor.
- 14.4. A substantial change in shareholding of Customer and/or guarantor must be advised in writing by Customer to Rentor at least 30 (thirty) business days before the change in control occurs.
- 14.5. In addition to any other rights Rentor may have in terms of this Agreement or the law, should Rentor elect to change the terms of the rental facility and if Customer does not accept the new terms on which Rentor is prepared to make the rental facility available, or to continue to make the rental facility available, within the period advised by Rentor to Customer in its written notice in clause 14.2, all amounts owing by Customer to Rentor under the rental facility will, without further notice, immediately become due and payable and Customer will be obliged to immediately effect payment of such outstanding amounts to Rentor.
15. **THE PROTECTION OF PERSONAL INFORMATION:**
- 15.1. Rentor may and Customer expressly authorises and consents to the collecting and processing of Customer's personal information by Rentor, to: open, administer and operate Customer's account; provide any combination of services, analysis, advice or intermediary service linked to Customer's account, to Customer; monitor and analyze the conduct on Customer's account for credit, fraud, compliance and other risk-related purposes; carry out statistical and other analyses to identify potential markets and trends; develop new products and services; and use in respect of disputes and/or preparation for and during litigation.
- 15.2. Customer hereby expressly authorises and consents that Rentor may, process and further process Customer's personal information within Rentor's corporate group for the above purposes; disclose Customer's personal information to any person who provides services to Rentor or acts as Rentor's agent or to whom Rentor has transferred or proposes to transfer any of its rights and duties in respect of Customer's account (some of these persons may be located in countries outside of the Republic of South Africa); and share Customer's personal information with Rentor's service providers, locally and outside the Republic of South Africa, as necessary. Rentor herein agrees to request any and all such persons who provide services to Rentor to agree to its privacy policies if such persons need access to any personal information to carry out their services.
- 15.3. Customer acknowledges that Rentor will at all times remain responsible for determining the purpose of and means for processing Customer's personal information; Rentor is required by various laws, including FICA to collect some of Customer's personal information; without Customer's personal information Rentor may be unable to open or continue to offer services to Customer; and Customer is providing Rentor with Customer's personal information voluntarily.
16. **CERTIFICATE:**
A certificate signed by any director, manager or accountant of Rentor (whose appointment need not be proved) as to any amount owing by Customer under this Agreement and/or any other matter relevant to this Agreement, shall be *prima facie* proof of the matters therein and sufficient for the purpose for which the certificate issued and for all legal proceedings including summary judgment and/or provisional sentence and for the purpose of pleadings or any other trial action against Customer for the amount or amounts reflected in such certificate.
17. **WAIVER OF RIGHTS:**
- 17.1. Any latitude or extension of time which may be allowed by Rentor to Customer in respect of any payment or strict and punctual compliance and performance in terms of the provisions of this Agreement, or any other indulgence which may be extended by Rentor to Customer, shall not prejudice any of Rentor's rights under this Agreement or operate as a waiver or novation of such right.
- 17.2. No latitude or indulgence by Rentor, shall be of any force or effect unless reduced to writing and signed by both Rentor and Customer.
18. **JOINT LIABILITY:**
If two or more Customers sign this Agreement, their liability shall be joint and several. If this Agreement is not signed by all persons named as Customer above, or if a partnership, by all partners, this Agreement shall nonetheless be valid and binding on Customer who has signed this Agreement.
19. **GOVERNING LAW AND JURISDICTION:**
- 19.1. This Agreement shall in all matters be governed and construed in accordance with the laws prevailing in the Republic of South Africa from time to time and all disputes, actions or other matters in connection therewith shall be deemed in accordance with such law.
- 19.2. Should any provision of this Agreement be or be retrospectively rendered unlawful, then that unlawful provision only shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful, or if such modification is impossible, be deemed to be severable from the remaining provisions hereof and pro non scripto. The remaining provisions shall continue unaffected. In either such event, notwithstanding anything to the contrary contained in this Agreement, Rentor and Customer shall have all the rights conferred upon them by the law rendering such provision unlawful.
- 19.3. The parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for any proceedings arising out of or in connection with this Agreement.
20. **DOMICILIA CITANDI ET EXECUTANDI:**
- 20.1. Customer and Rentor chose *domicilium citandi et executandi* for all purposes hereunder at the physical and email addresses indicated at the beginning of this Agreement. All notices must be in writing in the English language.
- 20.2. Any written notice shall be deemed to have been received by Customer and/or Rentor on: (a) the 5th (fifth) day of the day following posting thereof; (b) the day successfully sent by e-mail or (c) on the day of delivery if delivered by hand.
- 20.3. Either party may change its chosen *domicilium* to a physical address within the Republic of South Africa on written notice to the other party of such change.
- 20.4. Notwithstanding anything to the contrary in this clause, a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
21. **DOCUMENTATION FEE:**
The Documentation Fee as specified in an Equipment Schedule shall be borne by Customer and be due and payable on the Commencement Date.
22. **ENTIRE AGREEMENT:**
This Agreement constitutes the entire and complete Agreement between the parties. No Agreement differing from the terms and conditions of this Agreement, shall be of any force or effect or create any estoppels, unless it is in writing and signed by or on behalf of the parties to this Agreement.
23. **GENERAL:**
- 23.1. All words and phrases importing any one gender includes each of the other genders for the purposes hereof and the singular includes the plural and vice versa. Each phrase, sentence, paragraph and clause in this Agreement is severable the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and if in the terms of any judgment or order any phrase, sentence, a paragraph or clause, is found to be defective or unenforceable for any reason the remaining phrases, sentences, paragraphs and clauses, as the case may be and continue to be of full force and effect.
- 23.2. In this Agreement, 'person' includes a firm, body, body corporate, unincorporated association or any other body or entity; a reference to either party includes that a party's successors and permitted assigns, substitutes in title cessionaries, delegates, authorized representatives, liquidators, judicial managers and the like; a reference to a clause or schedule is a reference to a clause or schedule of this Agreement; if there is a conflict between the provisions of this Agreement and the Equipment Schedule, the provisions of this Agreement shall prevail; and headings are inserted for convenience only and do not affect interpretation.
- 23.3. No alteration, addition, amendment, variation, or suspension of any of the terms hereof, or any consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.
- 23.4. The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply.
- 23.5. The termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 23.6. Customer indemnifies Rentor against:
(a) Any loss or damage to the Equipment, however arising;
(b) Any loss which Rentor may suffer as a result of any representation or warranty made by Customer in connection with this Agreement being found to be materially incorrect, untrue or misleading;
(c) Liability for any death, injury or damage to any person or property arising directly or indirectly from the Equipment or its use;
(d) Any claim for breach of intellectual property rights arising in connection with the Equipment or its use;
(e) Any loss or liability incurred by Rentor resulting from possession, use or operation of the Equipment by Customer;
(f) Any loss or liability Rentor may incur as a result of Customer's failure to promptly advise Rentor if any authorized signatory is no longer authorized to sign Equipment Schedules and/or otherwise contract on Customer's behalf;
(g) Any loss or liability which Rentor or any cessionaries may incur as a result of any consent to disclosure of its information on Customer's behalf being found to be invalid for any reason whatsoever; and
(h) Any liability which Rentor may incur under any tax legislation by reason of the use of the Equipment for any purpose other than as stated by Customer to Rentor; provided that such loss, damage, claim or liability is not due to Rentor's negligence. Each indemnity in clause 23.5 is separate and independent obligation and continues after termination of this Agreement.
24. **TRACKING DEVICE:**
- 24.1. If the Equipment or vehicle is fitted with a tracking device, Customer agrees that Rentor may contact the tracking company in order to obtain information to locate the Equipment or vehicle.
- 24.2. Customer indemnifies and holds Rentor and/or the tracking company and/or any third party harmless against claims, costs, damages or loss of whatsoever nature and howsoever arising relating to:
(a) the activation, installation or the removal of the tracking device; and/or
(b) any information obtained from the tracking company.
25. **ENVIRONMENTAL AND SOCIAL RISK ASSESSMENT ("ESRA"):**
- 25.1. Customer warrants and represents to Rentor that Customer is in compliance with all applicable laws, regulations and practices relating to the protection of the environment applicable to Customer in each jurisdiction in which Customer conducts business (Customer "Environmental Responsibility") and hereby undertake to continue to do so for as long as Customer is indebted to, or owe any obligation/s to Rentor under or in terms of this Agreement.
- 25.2. Customer is not aware of any circumstances which may prevent full compliance with Customer Environmental Responsibility now or in future.
- 25.3. Customer indemnifies Rentor against all/any loss, damage, claims, costs or any other liability, which may arise (because of this or any other agreement/ facility and/or Rentor having an interest in Customer assets) in respect of a breach of, or a failure, by Customer to meet their Environmental Responsibility.
- 25.4. Customer agrees that all rental facilities are subject to an ESRA review as determined by Rentor from time to time and that Customer will comply with the ESRA review process set out by Rentor as and when Customer is requested to do so.
26. **CONSUMER PROTECTION ACT ("CPA") AND NATIONAL CREDIT ACT ("NCA"):**
Customer hereby represents and warrants that its asset value or annual turnover as calculated in terms of the CPA and the NCA, is equal to or exceeds the monetary thresholds applicable to the size of a juristic person prescribed

in terms of the NCA and the CPA (currently R2 000 000.00 (Two Million Rand)) and agrees that the CPA and the NCA thus do not apply to this Agreement and/or Customer.

27. **ACKNOWLEDGMENTS:**

- 27.1. Customer acknowledges that the information that it has furnished to Rentor is true.
27.2. Customer agrees that the terms and conditions contained herein shall apply to all Equipment Schedules irrespective of the Commencement Date of such an Equipment Schedule/s.
27.3. Customer confirms that this Agreement is in the official language as chosen by Customer.

This Agreement is executed at Randburg on 26 June 2023
For and on behalf of
Customer

Jose Cristovao Pereira Da Silva

Signatory: Jose Cristovao Pereira Da Silva
(who warrants that he/she
is duly authorised hereto)

This Agreement is executed at Johannesburg on 27 June 2023
For and on behalf of
Rentor

Quentin Grape

Signatory: Quentin Grape
(who warrants that he/she
is duly authorised hereto)

Initials: JCP Q.G.


EQUIPMENT SCHEDULE NO: 001 TO MASTER RENTAL AGREEMENT NO: ABF06720230630

entered into by and between

Preference Capital (Pty) Ltd

(Registration No: 2014/093461/07 | VAT Number: 4040292767)

of: Office 001H3, 18 Melrose Boulevard, Melrose Arch, Johannesburg, Gauteng, 2196, Telephone Number: (010) 745 0830

email address: admin@prefcap.co.za

("Rantor")

and

West Pack Life Style (Pty) Ltd (Pty) Ltd

(Registration No: 2015/084205/07 | VAT Number: 4810250284)

of: 43 Bertha Street, Mostyn Park Extension 1, Kya Sands, Randburg, Gauteng, 2169, Telephone Number: (011) 791 1776

email address: chrisjnr@westpacklifestyle.co.za

("Customer")

Although this Equipment Schedule will be completed as far as possible before signing thereof, Rantor may add further particulars in respect of, among others, the Equipment which may not be readily available at the time of signing hereof, for the purposes of providing clarity in respect of the Equipment Schedule.

The terms and conditions of the aforementioned Master Rental Agreement shall *mutatis mutandis* apply hereto as though specifically set forth herein. Rantor rents to Customer the Equipment described hereunder:

INV#	Equipment Description	Qty	Serial numbers
INV 10041	NEW KIDNEY SHAPE PAYMENT POINT COUNTER	2	PPCK-1, PPCK-2
INV 10041	NEW STRAIGHT PAYMENT POINT COUNTER	2	PPCS-1, PPCS-2
INV 10041	NEW STRAIGHT CLIENT INFO COUNTER	2	SCIC-1, SCIC-2
INV 10041	NEW CURVED CLIENT INFO COUNTER	1	CCIC-1
INV 10041	NEW CURVED BALLOON INFO COUNTER	1	CBIC-1
INV 10041	NEW BACK COUNTER DISPLAY UNIT	10	BCDU-1 TO BCDU-10
INV 10041	NEW BACK COUNTER BALLOON DISPLAY UNIT	3	BCBD-1 TO BCBD-3
INV 10041	RED BULKHEAD ABOVE INFO AND STRAIGHT PAYMENT POINT COUNTER	13	RBSPC-1 TO RBSPC-13
INV 10041	NEW BULKHEAD ABOVE KIDNEY SHAPE PAYMENT POINT COUNTER	5	BPPC-1 TO BPPC-5
INV 10041	NEW COLOURED LOUVERS ABOVE INFO AND BALLOON COUNTER	88	CLBC1 TO CLBC-88
INV 10041	NEW LOUVER CARRIER FRAME	12	LCF-1 TO LCF-12
INV 10041	NEW PEANUT & SWEET DISPLAY UNIT	3	PSDU-1 TO PSDU-3
INV 10041	NEW FLOOR STAINLESS STEEL BOX 1200 X 900	24	129SS-1 TO 129SS-24
INV 10041	NEW FLOOR STAINLESS STEEL BOX 2460 X 1200	4	2412SS-1 TO 2412SS-4
INV 10041	NEW FLOOR STAINLESS STEEL BOX 1500 X 900	6	159SS-1 TO 159SS-6
INV 10041	NEW FLOOR STAINLESS STEEL BOX 1500 X 600	3	156SS-1 TO 156SS-3
INV 10041	NEW LIQUID SOAP STEPPED DISPLAY UNIT	10	LSSU-1 TO LSSU-10
INV 10041	NEW CONDOLA END DISPLAY PANEL	25	CEDP-1 TO CEDP-25
INV 10041	NEW OFFICE DESK	1	OD-1
INV 10041	NEW FILING CABINET	3	OFC-1 TO OFC-3
INV 10041	NEW DECKS 1800X1000X25 SOLID	150	DP181-1 TO DP181-150
INV 10041	NEW DECKS 1350X1000X25 SOLID	150	DP131-1 TO DP131-150
INV 10041	NEW SUPAWOOD 1790X500X25	1800	SW175-1 TO SW175-1800
INV 10041	NEW BOLTED FRAME S75 SD3048X1000	55	BFS75-1 TO BFS75-55
INV 10041	NEW BOLTED FRAME E/F BQ LOCK LD 3000X1000	48	BFEF3-1 TO BFEF3-48
INV 10041	NEW PRESSED BEAM SIT IN BQ LOCK 1800MM	951	PB18-1 TO PB18-951
INV 10041	NEW BOLTED E/F BQ LOCK LD 3000X500	258	BEF3-1 TO BEF3-258
INV 10041	NEW STACKING PLATES 1340X390X1.6	50	SP13-1 TO SP13-50
INV 10041	NEW LABEL HOLDER SML 95X85X0.9	400	LH95-1 TO LH95-400
INV 10041	NEW COMBINED TRAY 895X500	48	CT895-1 TO CT895-48
INV 10041	NEW BOOK SHELF DIVIDER	50	BSD-1 TO BSD-50
INV 10041	NEW CABLE MANAGEMENT BRACKET	17	CMB-1 TO CMB-17
INV 10041	NEW DOOR CONTROLLER	1	DC-1
INV 10041	NEW PSU 12V AMP	1	PSU12V-1
INV 10041	NEW MAGLOCK BRACKET	1	MLB-1
INV 10041	NEW DOOR CLOSER BRACKET	1	DCB-1

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INV 10041	NEW BATTERY	1	BAT-1
INV 10041	NEW BATTERY BOX	1	BATBOX-1
INV 10041	NEW EMERGENCY EXIT BUTTON	1	EEB-1
INV 10041	NEW CABLE CARRIER TRUNKING	34	
INV 10041	NEW M4 1160 LIGHT	7	
INV 10041	NEW HERO ECONO 590 LIGHT	10	
INV 10041	NEW HERO ECONO 1180 LIGHT	8	
INV 10041	NEW HERO ECONO 1480 LIGHT	13	
INV 10041	NEW HERO ECONO 2350 LIGHT	209	
INV 10041	NEW 10W RECESSED LED DOWNLIGHT	16	
INV 10041	NEW 18W RECESSED LED DOWNLIGHT	15	
INV 10041	NEW 1160 UNDERCOUNTER LIGHT	14	
INV 10041	NEW LIGHT CARRIER CHANNEL	120	
INV 10041	NEW MS ROD	200	
INV 10041	NEW CHANNEL JOINER	80	

which Equipment shall be kept at: Shop 3, Fauna Shopping Centre, 24 Muller Street, Bethlehem, Free State, 9701

Rentals payable monthly

Commencement Date	<u>30 June 2023</u>		
First Rental Due Date	<u>30 June 2023</u>	First Rental excl VAT:	<u>RNil</u>
All Rentals Due Date after First Rental	<u>15th of each month commencing 15 August 2023</u>		
Skip Monthly Rental Dates:	<u>n/a</u>		
Annual Rental Increase (%)	<u>Nil</u>	Total Monthly Rental excl VAT:	<u>R202,355.72</u>
Minimum Rental Period	<u>36</u> months	Facility Fee:	<u>Capitalised</u> Excl VAT

Should the RENTAL DUE DATE and COMMENCEMENT DATE not fall on the same day, CUSTOMER will rent the EQUIPMENT from RENTOR for the interregnum period between the COMMENCEMENT DATE and the RENTAL DUE DATE. The interregnum rent shall be due and payable on the COMMENCEMENT DATE and shall be equivalent to one-thirtieth of the monthly RENTAL multiplied by the number of days of the interregnum period.

ACCEPTANCE CERTIFICATE Customer hereby irrevocably declares to Rentor that:

- the Equipment has been or will be delivered and installed in accordance with all the conditions of the Agreement.
- where applicable, the Equipment has been subjected to all field operating and/or similar tests that have now been completed, and the results are satisfactory to Customer. Rentor bears no responsibility in ensuring that such tests have been completed and that the results are satisfactory.
- the Equipment has been inspected, is in good order and condition, free from defect, and ready for use in every respect to Customer's satisfaction.
- no representations, undertakings, or warranties not specifically recorded in writing in this Agreement are binding on Rentor. Customer acknowledges that Customer was referred to Rentor by the supplier of the Equipment and that Rentor has purchased the Equipment from the supplier at Customer's special instance and request. Accordingly, Customer indemnifies Rentor against any claim made, or that may be made at any time following signature of this Agreement against Rentor or for any loss that Rentor may sustain arising out of or in relation to the purchase by Rentor of the Equipment from the supplier or the ownership thereof.
- Customer confirms that the serial number(s) on the Equipment correspond with the serial numbers on the Equipment Schedule.

Signed at Randburg on 26 June 2023
For and on behalf of
Customer

Jose Cristovao Pereira Da Silva

Signatory: Jose Cristovao Pereira Da Silva
(who warrants that he/she
is duly authorised hereto)

Signed at Johannesburg on 27 June 2023
For and on behalf of
Rentor

Quentin Grape

Signatory: Quentin Grape
(who warrants that he/she
is duly authorised hereto)

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DEBIT ORDER MANDATE

A. Authority

Given by (name of Accountholder) WEST PACK LIFE STYLE (PTY) LTD
Address 43 BERTHA STREET, MOSTYN PARK EXTENSION 1, KYA SANDS, RANDBURG, GAUTENG, 2169
Bank ABSA BANK LIMITED
Branch and Code 632005
Account Number 4105578346
Type of Account CURRENT ACCOUNT
Amount R232,709.08
Date 26 JUNE 2023
To (name of beneficiary) PREFERENCE CAPITAL (PTY) LTD
Abbreviated Name as Registered with the Bank PCASSETFIN
Beneficiary's Address OFFICE 001H3, 18 MELROSE BOULEVARD, MELROSE ARCH, JOHANNESBURG

This signed Authority and Mandate refers to our contract dated 26 June 2023 ("the Agreement").

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on 15 August 2023 and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: Monthly.

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the following ordinary business day. Furthermore, if there are insufficient funds in my account to meet the obligation, you are entitled to represent the instruction for payment of the arrears, either individually or as a single debit order combined with any future debit order, in order to ensure that the obligation is met on a future date.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at Randburg on this 26th day of June 2023

Jose Cristovao Pereira Da Silva
(Signature as used for operating on the account)

Quentin Grape
(Assisted By)

E. Agreement Reference Number

This Agreement reference number is ABF06720230630001

1. EFT Users may not use the tracking option and must exclude the option from their Authority and Mandate.



EQUIPMENT INSTALLATION & VERIFICATION CERTIFICATE & ACCEPTANCE OF RISK OF DELIVERY AND RIGHT OF USE

I, the undersigned Jose Cristovao Pereira Da Silva (Director)
Identity number: 840220 5142 08 6

Of: West Pack Life Style (Pty) Ltd (Registration No.: 2015/084205/07) of
43 Bertha Street, Mostyn Park Extension 1, Kya Sands, Randburg, Gauteng, 2169 (Address)

Hereby verify and confirm the following information in respect of the Master Rental Agreement, Equipment Schedules, Guarantees, Resolutions or any other Preference Capital (Pty) Ltd legal agreements, entered into with:

West Pack Life Style (Pty) Ltd (Customer)

Dated: 26 June 2023

I confirm that:

1. the above address is correct;
2. the Identity Number and Registration Number are correct;
3. I have physically confirmed the existence, acceptance and delivery of all Equipment listed on the supplier's invoice, Master Rental Agreement and Equipment Schedule and I accept the risk of delivery and right of use of the Equipment on behalf of the Customer;
4. the serial number(s) correspond with the serial number(s) as stated/declared on the Master Rental Agreement and Equipment Schedule;
5. I have not observed anything raising any kind of suspicion regarding the Equipment with regards to and not limited to quality, working order and specifications as agreed to by myself on behalf of the Customer;
6. payment to the supplier can be effected.

Signed at Randburg on the 26th of June 2023

Jose Cristovao Pereira Da Silva

Signature

Jose Cristovao Pereira Da Silva

Full Name

West Pack Life Style (Pty) Ltd
(Registration No: 2015/084205/07)
43 Bertha Street
Mostyn Park Extension 1
Kya Sand
Randburg
Gauteng
2169

26 June 2023

Insurazo Risk Partners (Pty) Ltd

29 Office Block B
Willowbrook Office Park
Cnr. Scrooby and van Hoof Streets
Ruimsig
1732
Attention: Lynette Hartman

Dear Sirs

RE: AUTHORITY TO INSURE

We write to advise that we have entered into a rental agreement with Preference Capital (Pty) Ltd in respect of:

Description of Equipment:

2 X NEW KIDNEY SHAPE PAYMENT POINT COUNTERS, SERIAL NO'S: PPCK-1, PPCK-2
2 X NEW STRAIGHT PAYMENT POINT COUNTERS, SERIAL NO'S: PPCS-1, PPCS-2
2 X NEW STRAIGHT CLIENT INFO COUNTERS, SERIAL NO'S: SCIC-1, SCIC-2
1 X NEW CURVED CLIENT INFO COUNTER, SERIAL NO: CCIC-1
1 X NEW CURVED BALLOON INFO COUNTER, SERIAL NO: CBIC-1
10 X NEW BACK COUNTER DISPLAY UNITS, SERIAL NO'S: BCDU-1 TO BCDU-10
3 X NEW BACK COUNTER BALLOON DISPLAY UNITS, SERIAL NO'S: BCBD-1 TO BCBD-3
13 X NEW RED BULKHEAD ABOVE INFO AND STRAIGHT PAYMENT POINT COUNTERS, SERIAL NO'S: RBSPC-1 TO RBSPC-13
5 X NEW BULKHEAD ABOVE KIDNEY SHAPE PAYMENT POINT COUNTERS, SERIAL NO'S: BPPC-1 TO BPPC-5
88 X NEW COLOURED LOUVERS ABOVE INFO AND BALLOON COUNTERS, SERIAL NO'S: CLBC1 TO CLBC-88
12 X NEW LOUVER CARRIER FRAMES, SERIAL NO'S: LCF-1 TO LCF-12
3 X NEW PEANUT & SWEET DISPLAY UNITS, SERIAL NO'S: PSDU-1 TO PSDU-3
24 X NEW FLOOR STAINLESS STEEL BOX 1200 X 900, SERIAL NO'S: 129SS-1 TO 129SS-24
4 X NEW FLOOR STAINLESS STEEL BOX 2460 X 1200, SERIAL NO'S: 2412SS-1 TO 2412SS-4
6 X NEW FLOOR STAINLESS STEEL BOX 1500 X 900, SERIAL NO'S: 159SS-1 TO 159SS-6
3 X NEW FLOOR STAINLESS STEEL BOX 1500 X 600, SERIAL NO'S: 156SS-1 TO 156SS-3
10 X NEW LIQUID SOAP STEPPED DISPLAY UNITS, SERIAL NO'S: LSSU-1 TO LSSU-10
25 X NEW CONDOLA END DISPLAY PANELS, SERIAL NO'S: CEDP-1 TO CEDP-25
1 X NEW OFFICE DESK, SERIAL NO: OD-1
3 X NEW FILING CABINETS, SERIAL NO'S: OFC-1 TO OFC-3
150 X NEW DECKS 1800X1000X25 SOLID, SERIAL NO'S: DP181-1 TO DP181-150
150 X NEW DECKS 1350X1000X25 SOLID, SERIAL NO'S: DP131-1 TO DP131-150
1800 X NEW SUPAWOOD 1790X500X25, SERIAL NO'S: SW175-1 TO SW175-1800
55 X NEW BOLTED FRAME S75 SD3048X1000, SERIAL NO'S: BFS75-1 TO BFS75-55
48 X NEW BOLTED FRAME E/F BQ LOCK LD 3000X1000, SERIAL NO'S: BFEF3-1 TO BFEF3-48
951 X NEW PRESSED BEAM SIT IN BQ LOCK 1800MM, SERIAL NO'S: PB18-1 TO PB18-951
258 X NEW BOLTED E/F BQ LOCK LD 3000X500, SERIAL NO'S: BEF3-1 TO BEF3-258
50 X NEW STACKING PLATES 1340X390X1.6, SERIAL NO'S: SP13-1 TO SP13-50

400 X NEW LABEL HOLDER SML 95X85X0.9, SERIAL NO'S: LH95-1 TO LH95-400
48 X NEW COMBINED TRAY 895X500, SERIAL NO'S: CT895-1 TO CT895-48
50 X NEW BOOK SHELF DIVIDER, SERIAL NO'S: BSD-1 TO BSD-50
17 X NEW CABLE MANAGEMENT BRACKET, SERIAL NO'S: CMB-1 TO CMB-17
1 X NEW DOOR CONTROLLER, SERIAL NO: DC-1
1 X NEW PSU 12V AMP, SERIAL NO: PSU12V-1
1 X NEW MAGLOCK BRACKET, SERIAL NO: MLB-1
1 X NEW DOOR CLOSER BRACKET, SERIAL NO: DCB-1
1 X NEW BATTERY, SERIAL NO: BAT-1
1 X NEW BATTERY BOX, SERIAL NO: BATBOX-1
1 X NEW EMERGENCY EXIT BUTTON, SERIAL NO: EEB-1
34 X NEW CABLE CARRIER TRUNKING
7 X NEW M4 1160 LIGHTS
10 X NEW HERO ECONO 590 LIGHTS
8 X NEW HERO ECONO 1180 LIGHTS
13 X NEW HERO ECONO 1480 LIGHTS
209 X NEW HERO ECONO 2350 LIGHTS
16 X NEW 10W RECESSED LED DOWNLIGHT
15 X NEW 18W RECESSED LED DOWNLIGHT
14 X NEW 1160 UNDERCOUNTER LIGHTS
120 X NEW LIGHT CARRIER CHANNEL
200 X NEW MS RODS
80 X NEW CHANNEL JOINERS

Value of Equipment: R6,010,673.85 (inclusive of VAT@15%)

We hereby advise, authorise and/or instruct you to:

- add the Equipment to our insurance policy;
- comprehensively insure the Equipment and include SASRIA;
- note that we have ceded to Preference Capital (Pty) Ltd, as security for the due performance of our obligations in terms of our agreement, all our rights, title and interest in and to the proceeds arising out of the insurance policy in respect of the Equipment; and
- note the interests of Preference Capital (Pty) Ltd as owners of the Equipment.

Yours faithfully
For and on behalf of
West Pack Life Style (Pty) Ltd

Jose Cristovao Pereira Da Silva

who warrants that he/she is duly authorised hereto

AW *M*

"FA 16"



Preference Capital (Pty) Ltd | Reg Nr 2014/O93461/O7 | Tax Nr - 9093/672/19/5 | VAT Nr - 4040292767

CERTIFICATE OF BALANCE
WEST PACK LIFESTYLE (PTY) LTD

In my capacity as Director of PREFERENCE CAPITAL (PTY) LTD, I confirm that I have examined the records of PREFERENCE CAPITAL (PTY) LTD relating to the computation of the indebtedness of WEST PACK LIFESTYLE (PTY) LTD (with Registration Number 2015/084205/07), pursuant to the signing of a Master Rental Agreement amounting to the sum of R6 050 436.03, computed as at 24 May 2024, which amount is certified and claimable in terms of clause 16 of the Master Rental Agreement.

DATED at Johannesburg on this 24st day of MAY 2024

Quentin Grape

QUINTIN GRAPE

Director

CERTIFICATE OF BALANCE COMPUTATION

In respect of Master Rental Agreement (Clause 11.2(b)) and Equipment Schedule 001 thereto:

Initial Term of Agreement:	36 Months
First Instalment Due Date:	2023-08-15
Last Debit Order Collected:	2024-05-15
Remaining Term of Agreement:	26 Months
Monthly Rental incl VAT:	R232 709.08
COB Total Balance Due	R6 050 436.08



Office 001H3, 18 Melrose Boulevard
Melrose Arch, Melrose North, Johannesburg,
Gauteng, 2196, South Africa



010 745 0830



brett@prefcap.co.za

Handwritten initials



Signature Certificate

Reference number: ZR6WS-XAOYV-BXXA6-BZZUE

Signer

Timestamp

Signature

Quentin Grape

Email: quentin@prefcap.co.za

Sent:

24 May 2024 13:26:30 UTC

Viewed:

24 May 2024 13:30:17 UTC

Signed:

24 May 2024 13:30:27 UTC

Quentin Grape

Recipient Verification:

✓ Email verified

24 May 2024 13:30:17 UTC

IP address: 102.164.85.25

Location: Pretoria, South Africa

Document completed by all parties on:

24 May 2024 13:30:27 UTC

Page 1 of 1



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