



Wesbank is a division of in afgeeng van
 First National Bank / Eerste Nasionale Bank
 of Southern Africa Ltd / van Suidelike Afrika Bpk
 Reg No / Reg Nr 05 01225/06

First AUTO

FIRST AUTO CARD AGREEMENT

Made and entered into by and between:

WESBANK A DIVISION OF FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED

(Registered Bank)

(Registration No 05/01225/06)

(hereinafter referred to as "First Auto")

of: 6th Floor
 No. 3 First Place
 Corner Simmonds & Jeppe Streets
 JOHANNESBURG
 2001

and: Bosveld District Council

(Registration No: _____)

(hereinafter referred to as "the Customer")

of: Burgersdorp
Field Street
Nylstam

The terms and conditions of this Agreement shall apply to every Auto Card which is issued by First Auto to the Customer.

1.1 In this Agreement, unless the context otherwise indicates-

- 'Bank' means Wesbank, A Division of First National Bank of Southern Africa Limited;
- 'Card' means a card bearing the name "Auto", as issued by First Auto to the Customer;
- 'Customer's agent' means a natural person who is authorized by the Customer to use a card on its behalf in respect of a motor vehicle whose registration number appears on that card;
- 'Customer'
- 'merchant' means Client and vice versa; means a person who has contracted with First Auto to honour cards presented to it in respect of goods sold and/or of services rendered;
- 'person' includes an association of persons or a body corporate;
- 'sales voucher' means an Auto sales voucher, as provided by First Auto to the Customer: Provided that where another voucher, not being an Auto sales voucher, is used and such usage is specifically approved by First Auto in writing, the term 'sales voucher' shall be read and construed as including such voucher;

'transaction'

means any agreement entered into between the Customer and a merchant for the sale of goods and/or the rendering of services, which transaction is reflected on a sales voucher, the rights, title and interest in respect of which are subsequently purchased by First Auto in terms of this Agreement.

- 1.2 In this Agreement, unless the context otherwise indicates, words importing the singular shall include the plural and vice versa.
- 2. This Agreement shall come into operation on the execution hereof.
- 3. This Agreement constitutes the entire agreement between First Auto and the Customer and any amendments and/or variations to this Agreement shall only be of force and effect if reduced to writing and signed by the parties hereto.
- 4. Every card issued to the Customer shall remain at all times the property of First Auto, and the issue of all cards is entirely within First Auto's discretion.
- 5. The Customer shall-
 - 5.1 ensure and procure that a card is used solely for the purpose of purchasing goods from, or utilising the services of, merchants and that such card is used solely in respect of a motor vehicle whose registration number appears on that card and that it is used only by the Customer or the Customer's agent;
 - 5.2 use its best endeavours to ensure that every precaution is taken at all times against the loss, theft, defacement, mutilation or destruction of a card;

- 5.3 in the event of the loss, theft, recovery, defacement, mutilation or destruction of a card, or the sale, disposal, theft, loss or destruction of a motor vehicle whose registration number appears on a card, forthwith telephone, cable, telex or telefax a manager of First Auto or such other person as may be specified by First Auto from time to time (at such telephone number or at such telegraphic address as will from time to time appear on First Auto letterheads or other documentation) informing such person of the circumstances in respect thereof and shall forthwith confirm same in such format as may be specified by First Auto in writing from time to time;
- 5.4 ensure and procure that a card is not used after it has expired and, for such purpose, the expiry date of a card shall be the end of the last day of that month of that year as is imprinted on such card.
6. In the case of every agreement, the Customer shall itself comply, or procure compliance by the Customer's agent, with the following requirements:
- 6.1 A sales voucher shall be made out in full and, in particular, the following information shall be provided thereon: the date, the kilometre reading of the vehicle to which the card relates and, where applicable, the quantity of petrol/diesel purchased.
- 6.2 Where a service is rendered and/or goods are sold to the Customer together with a sale of petrol, diesel, brake fluid or lubricating and/or transmission oil, then the sale of petrol, diesel, brake fluid or lubricating and/or transmission oil shall be reflected on a separate sales voucher.
- 6.3 The sales voucher shall contain, as far as is practically possible, the terms and conditions of the transaction and shall be signed by the Customer or the Customer's agent, as the case may be, in the presence of the merchant concerned once such merchant has imprinted on the sales voucher the information appearing on the card.
- 6.4 Such signature and all other information shall appear clearly on the 'Customer Copy' and on every other copy of the sales voucher.
- 6.5 The 'Customer Copy' of the sales voucher shall be retained by the Customer or the Customer's agent, as the case may be.
7. The Customer hereby consents to the cession to First Auto of the merchant's rights, title and interest in each transaction.
8. The completion of a sales voucher in terms of clause 6 shall constitute a warranty by the Customer in favour of First Auto-
- 8.1 that the rights under the transaction have arisen from a bona fide transaction concluded in accordance with the information appearing on the sales voucher;
- 8.2 that all statements, amounts and other information contained in the sales voucher are true and correct in all respects and reflect the full transaction between the merchant concerned and the Customer and that there are no anterior, collateral, verbal or other contracts in existence affecting the transaction or the subject matter thereof in any way whatsoever;
- 8.3 that the transaction has not been altered or added to in any way since it was executed;
- 8.4 that the Customer has no defence, counterclaims, rights to set-off or disputes entitling it to refuse or withhold payment of the full amount, or any por-

- tion thereof, appearing on the sales voucher;
- 8.5 that the transaction conforms in all respects to the limitations and requirements of any law and/or regulation applicable;
- 8.6 that the transaction has not been pledged, hypothecated or dealt with in any manner in favour of any other person.
- 9.1 Each month First Auto shall send the customer -
- 9.1.1 statements, each to be known as a Transaction Report; and
- 9.1.2 a statement, to be known as a Cost Consolidated Statement.
- 9.2 A Transaction Report shall refer to a particular card and shall include -
- 9.2.1 the amount appearing on each sales voucher made out on the strength of such card relating to transactions that have been debited to the Customer by First Auto during the period commencing from the date of the previous Transaction Report in respect of such card and ending on the date of such Transaction Report; and
- 9.2.2 the Customer membership fee, which fee and other charges shall be an amount as determined by First Auto from time to time.
- 9.3 The amount payable by the Customer to First Auto shall be that reflected on the Cost Consolidated Statement, which statement shall include the aggregate of the amounts reflected on the Transaction Reports.
- 9.3.1 Such amount shall be payable to First Auto only, and the address to which such amount shall be sent shall be:

First Auto

[Handwritten signature]
 509 Pretorius Street
 3rd Floor, Penyardia 2
 Arcadia
 Pretoria

or that referred to in clause 22 of this Agreement, and the Customer shall ensure that such amount is received by First Auto by the date as agreed from time to time by First Auto and the Customer.

- 9.3.2 Any payment made to an address other than that referred to in clause 9.3.1, shall not constitute payment for the purposes of this clause.
- 9.3.3 In the event of non-payment, and where the Customer maintains a current account with a branch of a commercial bank, First Auto shall be entitled to debit such account with all monies due and owing in terms of clause 9.3.

[Handwritten signature]
 The Customer agrees that, unless otherwise agreed to, all payments to be made pursuant to this Agreement shall be made by means of a debit order to the Customer's current

account No. _____
 maintained at _____

_____ or as advised to First Auto from time to time.

- 9.4 First Auto shall be entitled to charge the Customer a membership fee which fee shall be an amount as determined by First Auto from time to time.

10. Any amount payable by the Customer to First Auto in terms of this Agreement shall, if such amount is not paid by the due date, bear interest at the maximum legal rate which First Auto is allowed to charge for each completed month, or part thereof.

11. In the event of a card being lost, stolen, defaced, mutilated or destroyed, First Auto may issue another card in replacement thereof, upon such conditions, if any, as it may specify.

12.1 A card shall, ipso facto, be regarded as cancelled-

12.1.1 on notice of cancellation being given by First Auto or the Customer in writing to the other of them, which notice may be given at any time: Provided that cancellation by the Customer shall only be effective on the giving of 3 (THREE) months' written notice; or

12.1.2 on the death of the Customer or on the provisional or final sequestration, winding-up or judicial management of the Customer, or the surrender of the Customer's estate, or if the Customer compromises or attempts to compromise with any of its creditors; or

12.1.3 on notification to First Auto, in terms of clause 5.3, of the card's loss, theft, defacement, mutilation or destruction; or

12.1.4 on notification to First Auto in terms of clause 5.3 of the sale, disposal, theft, loss or destruction of a motor vehicle to which such card relates; or

12.1.5 on its expiry, as envisaged in clause 5.4.

12.2 On the cancellation of a card in terms of this Agreement:

12.2.1 the Customer shall have no further right to use such card in connection with any purchases from a merchant or in connection with any other matter; and

12.2.2 the Customer shall forthwith surrender the card to First Auto (unless it is lost, stolen or destroyed and notification of such has been received by First Auto).

12.2.3 Notwithstanding the cancellation of a card in terms of clause 12.1, and without prejudice to any rights which may be available to First Auto arising from the use of such card after its cancellation, the Customer shall remain liable to First Auto for the amount appearing on any sales voucher (and for any fees, as envisaged in clause 9.2.2, in connection with the use of such card) made out on the strength of such card up to and including the thirtieth day following the date of receipt of such notice and in respect of which First Auto has given value: Provided further, that such liability shall not exceed

R 600 - 00 (amount in words: Six Hundred Rand) in respect of any one card.

12.3.2 The Customer liability mentioned in paragraph 12.3.1. may be waived: Provided the Customer agrees to pay First Auto a monthly Lost Card Protection Fee as determined by First Auto from time to time. This fee will be in addition to the membership fee, as outlined in paragraph 9.2.2 above.

13. Without derogating from the generality of the foregoing provision, save where a card has been lost or stolen, it shall be no defence for the Customer to state that, in respect of any sales voucher/

agreement made out on the strength of the card, the user of such card was not in the Customer's employ or was not authorised to use such card.

14.1 First Auto may, upon (or at any time after) the cancellation, loss, theft or destruction of any card, give such notice as it may deem fit to merchants generally, or to any merchant specifically, or to anyone else, of the fact that such card is no longer valid.

14.2 The notice or advice referred to in clause 14.1 may be given in any official bulletin or other communication issued by First Auto, or in the press, or in any other manner.

14.3 First Auto shall be entitled to disclose the reason for such cancellation and the Customer hereby waives all rights of action, if any, that it may or could have against First Auto in consequence of any such notice or advice given by it, whether lawfully or negligently, and regardless of any false or misleading impression created by, or false or misleading information given in, or about, such notice or advice.

15. In the event of a breach by the Customer of any of the terms and conditions of this Agreement or the ~~instrument sale/lease/rental agreement~~ concluded between it and the Bank on the 10 day of

or in the event of a card being cancelled in terms of clause 12.1.1 or clause 12.1.2, or should the Customer suffer any default judgment against it to remain unsatisfied for more than 14 (FOURTEEN) days, First Auto shall be entitled, without prejudice to any other rights it may have, to call upon the Customer to immediately pay to it-

15.1 all amounts payable in terms of all transactions, irrespective of whether such amounts are due at that stage; and

15.2 Any and all expenses and costs, including costs as between attorney and his own client, which First Auto may have incurred against the Customer in respect thereof.

16. Although merchants will be bound by contract with First Auto to honour all cards presented to them and to charge their normal cash prices to customers, First Auto do not warrant they will do so.

17. First Auto makes no representation and gives no warranties whatsoever to the Customer as to the condition of any goods or their fitness for any purpose whatsoever, or the quality of any service forming the subject matter of any transaction.

18. In the event of the Customer or the Customer's agent and a merchant agreeing that a transaction would have been cancelled or amended between them but for the purchase thereof by First Auto and, in the event of First Auto notifying such merchant that it has no objections to such cancellation or amendment, then the Customer's account with First Auto, as shown in the monthly Cost Consolidated Statement referred to in clause 9.1, shall be credited with the appropriate amount: Provided that such credit shall be conditional upon First Auto receiving the appropriate amount from such merchant.

19. The Customer may not cede or assign any of its rights or obligations under or arising out of this Agreement.

20. First Auto shall be entitled to cede to any other assignee or assignees, whether jointly or se-

verally with First Auto or any other person, all or any rights acquired by it against the Customer in terms of or pursuant to this Agreement.

21. The Customer agrees and declares that a certificate signed by any manager (whose appointment need not be proved) of First Auto as to the indebtedness of the Customer to First Auto at any time, or as to any other fact, shall be prima facie evidence of the indebtedness of the Customer to First Auto, or such other fact, for the purpose of any application or action, judgment or order, or for any other purpose whatsoever.

22. The parties do respectively choose domicilium citandi et executandi for all notices and processes to be given or served in pursuance hereof at their addresses referred to at the commencement of this Agreement. Each of the parties shall be entitled to change its domicilium from time to time: Provided that any new domicilium shall be a physical address and any such change shall only be effective upon receipt of notice, in writing, by the other party of such change. Subject to the provisions of clause 9.3.1, all notices or communications of whatever nature intended for either party shall be made or given at such party's domicilium for the time being and, if forwarded by prepaid registered post in respect of all communications which are sent by post to the Customer by First Auto, shall be deemed to have been received by the Customer within 7 (SEVEN) days from the date of posting.

23. All stamp duties payable in respect of this Agreement, or in respect of any guarantees or securities given in respect hereof, shall be for the account of the Customer and shall be payable on demand. Furthermore, all legal costs, including costs as between attorney and his own client, charges and disbursements incurred by First Auto in enforcing any of the provisions of this Agreement and all other fees and charges of a like nature, shall be for the account of the Customer and shall be payable on demand.

24. No relaxation or indulgence granted by First Auto to the Customer from time to time shall be deemed to be a waiver of First Auto's rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of this Agreement.

25. Should First Auto institute any proceedings against the Customer for breach of any of the provisions of this Agreement, the Customer agrees and consents that First Auto shall be entitled, at its option, to institute any such proceedings in any magistrate's court having jurisdiction in respect of the Customer's person in terms of section 28 of the Magistrates' Court Act, 1944 (Act No 32 of 1944), notwithstanding that the claim or the value of the matter of dispute might otherwise exceed the jurisdiction of such magistrate's court in respect of the cause of action.


26. This Agreement is executed for and on behalf of

26.1 The Customer by Gottlieb Gerhardus Germishuys in his/~~her~~ capacity as Treasurer who warrants that he/~~she~~ is duly authorised to enter into this Agreement.

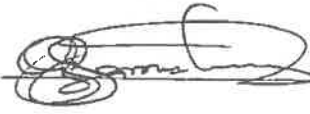
THUS DONE AND SIGNED BY THE CUSTOMER AT Nylstroom ON THIS THE 24th DAY OF August 19 95 IN

THE PRESENCE OF THE UNDERSIGNED WITNESS:

AS WITNESS:



For and on behalf of THE CUSTOMER

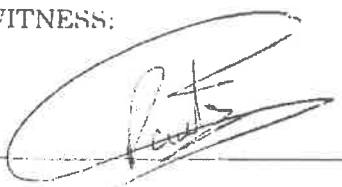


26.2 First Auto by Eugene Jacobus Le Grange in his/~~her~~ capacity as manager of First Auto.

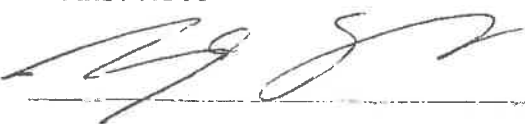
THUS DONE AND SIGNED BY FIRST AUTO AT Pretoria ON THIS THE 29th DAY OF August 19 95 IN

THE PRESENCE OF THE UNDERSIGNED WITNESS:

AS WITNESS:



For and on behalf of FIRST AUTO





BOSVELD

DIENSTERAAD SERVICES COUNCIL

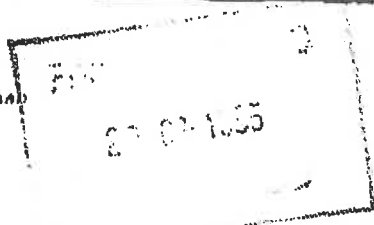
Burgersentrum Fieldstraat
Civic Centre Fieldstraat
Nyisiroom .
0510

Tel: (014) 707-1344/5/6
Fax: (014) 707-1348

Privateak X1018
Private Bag
Nyisiroom
0510

Ons verwysing
Our reference

Alle korrespondensie moet gerig word Aan
Die HOOF-UITVOERENDE BEAMPTTE



U verwysing
Your reference.

All correspondence to be addressed to
The CHIEF EXECUTIVE OFFICER

Telefoon/Telephone no: 014 - 7071344/5/6
Faks/Fax no: 014 - 7071344

FAKS DEKKINGSBRIEF / FAX COVER SHEET

Datum/Date: 21/9/95

Aan Faks no: 012 - 3411 999
To Fax no:

Bring asseblief die volgende bladsye/aan:
Please deliver the following page/s to:

Naam:
Name: ZUZETTE PAULS

Van:
From: WESBANK KAART AFDELING

Naam van afsender:
Name of sender: P-G. GERMISHUIS

Van:
From: BOSVELD DISTRIKSRAAD

Boodschap:
Message: RESOLUSIE SOOS VERSOEK

Aantal bladsye (Dekkingbrief ingesluit)
Number of pages (Including coversheet) 2

1943

-5-

Item 6ONDERTEKENING VAN OOREENKOMSTE EN VERHANDELBARE DOKUMENTE
(4/5/2)

Die Uitvoerende Komitee Besluit om aan te beveel:

Dat die amps/posbekleërs hieronder gemagtig word om dokumente namens en ten behoeve van die Raad te onderteken:

a. Tjeks en verhandelbare dokumente

En handtekening deur die Tesourier: Met dien verstande dat indien die Tesourier afwesig is, die Rekenmeester die handtekening voorsien.

'n Tweede handtekening deur die Hoof-Uitvoerende Beampte of die Streeksekretaris, met dien verstande dat indien albei afwesig is, die Rekenmeester die tweede handtekening voorsien.

b. Ooreenkomste insake die verkryging of vervreemding van onroerende eiendom [wat serwitute en notariële aktes insluit]: asook ooreenkomste wat met die Staat of Provinsiale Administrasie aangegaan word, of wat na die mening van die Hoof-Uitvoerende Beampte in hierdie kategorie tuishoort:

En handtekening deur die Voorsitter of waarnemende Voorsitter [Ondervoorsitter] van die Raad.

'n Tweede handtekening deur die Hoof-Uitvoerende Beampte of die waarnemende Hoof-Uitvoerende Beampte van die Raad: Met dien verstande dat enigeen van die Streeksekretaris of die Tesourier in die plek van die Hoof-Uitvoerende Beampte mag teken wanneer laasgenoemde afwesig is.

Item 7BEGROTING: 1993/94

Die Uitvoerende Komitee besluit om die begroting met die volgende wysigings na die Raad te verwys:

1. Verwagte tekort 92/93: Voorsien R500 000 in plaas van R750 000.
2. Oprigting van geboue: Voorsien R250 000 per abuis weggelaat uit oorspronklike opsomming van bedryfsuitgawes.

FIRST AUTO
3rd Floor
509 Pretorius Street
ARCADIA
0083

24-8-95
Dear Sirs

LOST CARD PROTECTION COVER

In view of your having agreed to waive the 30 (THIRTY) days and
R 600-00 (amount in words:

Six Hundred Rand)
liability reflected in paragraph 12.3.1 of the Auto Card Agreement,
signed by us on 24 August 1995 we hereby agree
to pay First Auto R 1-00 (amount in words:

One Rand)
per month, per autocard, in addition to the membership fee, as
outlined in paragraph 9.2.2 of the said Agreement.

We understand that this protection will only come into effect once
we have advised you in writing (by fax) of the autocard being lost,
stolen or destroyed.

We further understand that the fee for this protection may be
amended by First Auto from time to time.

Yours faithfully



(Name and Designation)

TREASURER .
for and on behalf of:
(Company Stamp)

BOSUELD DISTRIKSRaad .
F8/G/nj