

## CREDIT ASSESSMENT AND APPLICATION

Full name of customer:					
Trading name:					
Registration number:					
Nature of business (industry):					
Principal place of business:					
Postal address:					
VAT registration number:					
Form of business:		Private Co:	Public Co:	Partnership:	Sole Prop

### CUSTOMER CONTACT DETAILS

Telephone no:	Fax no:	Email address:

### DETAILS OF DIRECTORS

Full names:	ID Number:	Physical Address:	Title:

### GENERAL INFORMATION

Are deliveries to be made to this address? If not, then where?	
Are invoices to be sent to this postal address? If not, then where?	
Has Customer ever been insolvent or offered a compromise to its creditors? If yes provide details	
Are purchase orders used?	
Bank name:	
Contact person for this account (also provide email address)	

### TRADE REFERENCES

Company name:	Contact person:	Telephone:	Email address:

I/We hereby certify that the foregoing details are true and correct in each and every respect and undertake to notify Gasit Botswana in writing of any changes of details shown above including change of ownership, name and address.

To the extent that Gasit Botswana has agreed to grant the Customer **Extended Payment Terms**, it is hereby recorded that –

- (i) such Extended Payment Term shall be a **maximum of 30 days nett**, calculated from the date of the relevant statement received by the Customer from Gasit Botswana; and
- (ii) the maximum monetary value the Customer may accumulate under the Extended Payment

Term is P.....

#### IMPORTANT:

This credit application shall only take effect and become binding on Gasit Botswana when signed by an authorised representative of Gasit Botswana, failing which the Customer may not claim existence of an agreement by reason of this Assessment having been signed by the Customer or Gasit Botswana having supplied Gas, Equipment and/or Consumables to the Customer. The signature of this document by the Customer shall amount to an offer by the Customer to do business with Gasit Botswana upon the terms and conditions set forth herein, which offer shall remain open for acceptance until signed by Gasit Botswana. If Gasit Botswana supplies Gas, Equipment and/or Consumables to the Customer before it has signed this document, although such supply shall be governed by the terms and conditions contained herein below, it shall not constitute execution by Gasit Botswana of this Assessment. As soon as Gasit Botswana has signed this Assessment, this Assessment will be deemed to have commenced on the date of Gasit Botswana's signature hereof or the first date on which Gasit Botswana supplied Gas, Equipment and/or Consumables to the Customer, whichever is the earlier.

Initials: Gasit Botswana:..... Customer: .....

## TERMS AND CONDITIONS FOR CREDIT

<p><b>1. Definitions and Interpretation:</b></p> <p>(1) <b>"this Assessment"</b> means this Credit Assessment.</p> <p>(2) <b>"the Equipment"</b> means any equipment for the storage or use of the Gas, including, without being limited to, maxitanks, minitanks, cylinders, dewars, pressure vessels, vacuum insulated containers, dip tubes, drums, vaporisers, manifolds, pallets and associated control equipment and mixing panels and welding equipment.</p> <p>(3) <b>"Gas"</b> means any one or more or all of the following: oxygen, dissolved acetylene, liquefied petroleum gas (LPG), helium, nitrogen, carbon dioxide, nitrous oxide, argon, hydrogen, ammonia and any other gaseous substance whether in liquid, gaseous or solid form or generated onsite, and shall include any mixture or mixtures of two or more of such gases or other gaseous substances supplied by Gasit Botswana and complying with Air Products' quality specifications.</p> <p>(4) <b>"Supply Agreement"</b> means the gas and/or welding equipment supply agreement that have been or will be concluded between Gasit Botswana and the Customer from time to time.</p> <p>(5) <b>"the Premises"</b> means the address/es nominated by the Customer from time to time for the delivery/installation of the Gas and the Equipment and Welding Equipment and Welding Consumables.</p> <p><b>2. The Gas &amp; Equipment:</b></p> <p>(1) The ownership and risk in the Gas shall pass to the Customer upon date of delivery, whether such Gas is contained in the Equipment or delivered into the Equipment located at the Premises. The ownership of the welding equipment and consumables shall pass to the customer upon delivery.</p> <p>(2) The gas cylinders are and shall at all times remain the property of Gasit Botswana and under no circumstances will the Customer be entitled to acquire ownership of the gas cylinders. The Customer shall not permit the gas cylinders to become the subject of any lien or charge or encumbrance or allow it to accede to other property, whether movable or immovable. Notwithstanding the above, the risk in the gas cylinders shall pass to the Customer on date of delivery.</p> <p>(3) Gasit Botswana shall charge rental on the number of each type of gas cylinder in the Customer's possession or under its control which the Customer has not returned to Gasit Botswana at the end of each calendar month. Should the Customer dispute the number of the number of cylinders in its possession or under its control, as reflected in the corresponding rental invoice, it shall report the discrepancy to Gasit Botswana in writing within fifteen days of the date of the rental invoice that it wishes to dispute, failing which the number of cylinders as stated by Gasit Botswana in the rental invoice shall constitute prima facie proof of the number of each type of cylinder in the Customer's possession or under its control. (4) It shall remain the Customer's responsibility to return the Equipment to Gasit Botswana notwithstanding that Gasit Botswana may from time to time make arrangements to collect its Equipment from the Premises. The Customer shall bear the onus of showing that it has returned all of the cylinders to Gasit Botswana.</p> <p><b>3. Orders:</b></p> <p>(1) Purchase Orders by the Customer shall constitute irrevocable offers to purchase the Gas and rent the cylinders, purchase Gas Equipment, Welding Equipment and Welding Consumables in question from Gasit Botswana and shall be capable of acceptance by Gasit Botswana expressly, impliedly or by Gasit Botswanas' conduct.</p> <p>(2) The Customer shall bear the risk of any errors or misunderstandings arising from oral orders.</p> <p><b>4. Delivery:</b></p> <p>(1) Date of delivery will be deemed to be the date on which the Gas, Equipment and/or Consumables are delivered to the Premises or the date on which Gasit Botswana notifies the Customer that the Gas, Equipment and/or Consumables are available for collection by the Customer. Any third party who collects the products from Gasit Botswana will be deemed to be the Customer's agent.</p> <p>(2) The Customer warrants that the signatory to any tax invoice, delivery note or any other documentation of Gasit Botswana (in any form) made out in the name of the Customer is duly authorised to bind the Customer in relation to the transaction and such signature shall confirm proof of the proper delivery of the Gas, Equipment and/or Consumables to the Customer unless the Customer shows otherwise.</p> <p>(3) The Customer shall ensure that its or its agent's transportation of the Gas and Equipment complies with all legislation applicable to the transportation of dangerous goods, including, without being limited to, the transportation vehicle being correctly placarded, the Customer or its agent being in possession of the necessary transport documentation pertaining to the transport of dangerous goods (including information to be followed in the case of an emergency). Gasit Botswana may, at its sole discretion, refuse to allow the Customer or its agent to transport the Gas and Equipment if they have not complied with such legislation. The offloading and onloading of the Gas and Equipment by Gasit Botswana at the Premises shall be deemed to be under the supervision and control of the Customer and shall be regulated by the terms and conditions recorded in Gasit Botswanas' delivery/collection notes.</p>	<p><b>5. Payment and Prices:</b></p> <p>(1) The Customer shall pay all amounts payable to Gasit Botswana within thirty days of date of Gasit Botswanas' statement or, if no statement is issued or received, on demand, failing which Gasit Botswana shall be entitled to suspend further supplies or services to the Customer, without incurring any liability of whatever nature to the Customer, until the Customer has paid all overdue amounts. In this regard, the invoices, statements and other documents that Gasit Botswana sends to the Customer's email and postal addresses reflected on the first page of this Assessment shall be deemed to have been received by the Customer. It shall be the Customer's responsibility to notify the Gasit Botswana in writing of any change to such addresses.</p> <p>(2) Gasit Botswana may charge interest on all overdue amounts at the prevailing prime interest rate as determined from time to time by the Bank Of Botswana plus five percent.</p> <p>(3) The Customer carries any risk associated with or arising from the method elected to effect payment to Gasit Botswana. Payment shall only be deemed to have been effected to Gasit Botswana once its bankers have confirmed receipt of, and cleared, the payment.</p> <p>(4) The Customer shall not be entitled, for any cause whatsoever, to withhold, deduct from or defer any amount due by it to Gasit Botswana.</p> <p>(5) Gasit Botswana may appropriate all payments received from the Customer to any such outstanding amounts as it deems fit, including legal costs and interest, if applicable.</p> <p><b>6. Credit Facilities:</b></p> <p>(1) The granting of credit facilities to the Customer will be at the sole discretion of Gasit Botswana.</p> <p>(2) Gasit Botswana reserves the right to suspend or withdraw the Customer's credit facilities at any time if the Customer is in default under this Assessment or any other Agreement.</p> <p>(3) Gasit Botswana reserves the right to reduce or increase the credit limit under the credit facilities granted to the Customer.</p> <p>(4) Whatever credit limit is granted to the Customer shall not be deemed to be a limit of the Customer's indebtedness to Gasit Botswana.</p> <p><b>7. Liability and Indemnity:</b></p> <p>(1) TO THE MAXIMUM EXTENT PERMITTED BY LAW, GASIT BOTSWANA SHALL ONLY BE LIABLE FOR DIRECT LOSS OR DAMAGE TO PERSONS OR PROPERTY WHICH IS SHOWN TO BE CAUSED BY ANY NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF GASIT BOTSWANA OR ITS EMPLOYEES, WHETHER ARISING IN CONTRACT OR DELICT OR OTHERWISE, PROVIDED THAT ITS LIABILITY SHALL IN ALL CIRCUMSTANCES BE LIMITED TO FIFTY THOUSAND PULA FOR ANY EVENT OR SERIES OF CONNECTED EVENTS.</p> <p>(2) UNDER NO CIRCUMSTANCES SHALL GASIT BOTSWANA BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY IN RESPECT OF ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, LOSS OF PROFIT, LOSS OF CUSTOM, GOODWILL AND/OR REPUTATION OR ANY OTHER DIRECT DAMAGES OR LOSS NOT REFERRED TO IN CLAUSE 7(1) ABOVE, HOWSOEVER ARISING. (3) SUBJECT TO CLAUSE 7(1) ABOVE, THE CUSTOMER INDEMNIFIES GSIT BOTSWANA AGAINST ALL CLAIMS, DAMAGES AND COSTS ARISING FROM THE CUSTOMERS' OR A THIRD PARTY'S POSSESSION OR USE OF THE GAS, THE EQUIPMENT AND/OR CONSUMABLES, WHETHER IT IS USED ON ITS OWN OR IN COMBINATION WITH ANOTHER SUBSTANCE OR OTHER EQUIPMENT.</p> <p><b>8. Legal:</b></p> <p>(1) This Assessment shall be governed by and construed in all respects in accordance with the laws of the Republic of Botswana.</p> <p>(2) The Customer hereby irrevocably consents to receiving documents and information, including without being limited to, invoices, credit notes, statements and proof of delivery, from Gasit Botswana in electronic form, which the Customer will accept as being the original form of such documents and information.</p> <p><b>9. General:</b></p> <p>(1) This Assessment together with the Gas Supply Agreement (where applicable) constitutes the whole agreement between Gasit Botswana (PTY) LTD and the Customer relating to the subject matter hereof. The provisions of this Assessment shall take precedence over any terms and conditions contained in the documents of the Customer. The order of precedence in respect of Gasit Botswanas' documents is the Gas Supply Agreement, then this Assessment and then any other agreements concluded between the parties.</p> <p>(2) No waiver, amendment, alteration, addition, variation or consensual cancellation of this Assessment will be of any force or effect unless reduced to writing and signed by the Customer and Gasit Botswana.</p> <p>(3) Each provision of this Assessment is severable, the one from the other. If any provision is found to be defective, unlawful or unenforceable for any reason, the remaining provisions shall continue to be of full force and effect.</p> <p>(4) The rule of construction that this Assessment be interpreted against the party responsible for drafting this document shall not apply.</p> <p>(5) The parties select as their respective domicilia citandi et executandi for all purposes in terms of this Assessment their addresses on the first page of this Assessment and/or the first page of the Gas Supply Agreement.</p> <p>(6) The Customer shall not be entitled to cede its rights or assign its obligations under this Assessment.</p>
--	---

<p><b>Gasit Botswana (PTY) LTD:</b></p> <p>Signature: .....</p> <p>Name: .....</p> <p>Title: .....</p> <p>Date: ...../...../.....</p>	<p><b>Customer:</b></p> <p>Signature: .....</p> <p>Name: .....</p> <p>Title: .....</p> <p>Date: ...../...../.....</p>
---	---