



Energy Loan Application

POWER LOANS

Kongalend Financial Services (Pty) Ltd.

Cnr Haddy and Viljoen Street, Windhoek West

Tel: + 264 61 24 1440 Fax: +264 61 24 1447 E-mail: kongalend@konga.na

Reg. 2007/590 NAMFISA Reg. No. 25/11/356

Form EL003/2013

1. GENERAL INFORMATION

Please make sure you have read and understood the following information before completing the credit application.

1.1 QUALIFYING CRITERIA

- (a) The Borrower must be permanently employed and have at least one year of service at his/her present employer.
- (b) Remaining period of service before retirement must be at least three (3) months longer than the period of the credit applied for.
- (c) The Borrower must be at least 21 years of age.
- (d) No insolvent or person under garnishee order or administration order may apply.
- (e) The aggregate monthly repayments of the credit amount should not exceed 50% of the monthly net salary of the Borrower.
- (f) The Borrower must have an active bank account into which his/her monthly or regular income is paid.

1.2 REQUIRED DOCUMENTATION

- (a) Copy of Namibian ID or valid passport.
- (b) Copies of three most recent wage slips.
- (c) Latest bank statement reflecting net salary for three months.
- (d) **If intending to be jointly responsible for the loan repayment with spouse**, copies of spouse's ID and three most recent wage slips.
- (e) Valid quotation(s) from a Kongalend registered supplier of choice.
- (f) **Self-employed applicants, farmers and closed corporations** should submit a financial statement and six months recent bank statements.

1.3 CLIENT CONFIRMATION

Following delivery/installation of goods financed under this credit agreement, clients are required to confirm receipt thereof by signing a supplier delivery note and/or installation report which must be submitted by the supplier to Kongalend in its original form, which forms Annexure "D" of this agreement, prior to release of payment to the supplier.

1.4 CREDIT REPAYMENT

- (a) Instalment: Monthly
- (b) Method of payment: Payroll deduction / Debit order

ABBREVIATIONS: SHS: Solar Home System; PVP: Photovoltaic Pump; SWH: Solar Water Heater

Please complete sections 1-8 of the application form and make sure you have read and signed the Instalment Sale Agreement on pages 7 and 8 of this form.

Completion of the application form in full is **COMPULSORY**. Failure to complete any section of the form will render the application invalid.

The application must be submitted on this original form. No faxes will be accepted.

SUPPLIERS OF CHOICE FOR GREEN ENERGY TECHNOLOGIES FINANCED BY KONGALEND

Please note that Kongalend will **ONLY** finance systems supplied by the following suppliers of choice.

COMPANY	POSTAL ADDRESS	STREET ADDRESS	TOWN	TELEPHONE	FAX	E-MAIL
Alensy	PO Box 80799	10 Diehl Street	Windhoek	061 40 0877	061 40 0870	info@alensycc.com
Dezman Investments	PO Box 2443	1st Floor, Tolitokini Building, Main Rd	Oshakati	065 22 4156	065 22 4156	tshikongo@iway.na
HPS Engineering	PO Box 924	101 Stapelia Street, Westdene	Keetmanshoop	063 22 3399	063 22 3366	hpseng@mweb.com.na
Namibia Solar Solutions	PO Box 901429	5740 Main Road	Ongwediva	065 23 0078	065 23 0094	shikokola@yahoo.com
Namibian Engineering Corporation	PO Box 5052	21 Joule Street, Southern Industrial Area	Windhoek	061 23 6720	061 23 2673	info@nec-namibia.com
Orujaveze Solar	PO Box 2409	9 Bach Street	Windhoek	061 26 0338	061 26 0338	solar@mweb.com.na
Solsquare Namibia	PO Box 90803 Klein Windhoek	Rosch Industrial Park, Newcastle Street	Windhoek	061 21 1675	061 21 0309	gia@solsquare.com
Terrasol	PO Box 6036	9 Nobel St, Southern Industrial Area	Windhoek	061 23 9454	061 23 9454	terrasol@iafrica.com.na

How did you find out about Kongalend POWER LOANS?

Please tick one of the following:

Radio Press Word-of-mouth Green energy supplier Agent Other *If other, please specify*

2. LOAN APPLICATION FORM

2.1 PERSONAL DETAILS (mark with an X where applicable)

Surname:				First name(s):			
Identity number:				Date of birth:			
Citizenship:				Residential address:			
Postal address:							
Occupation:				OWNER:	TENANT:		
Tel (home):		Tel (work):		Cell:		E-mail:	
Marital status:	SINGLE	MARRIED in community of property <input type="checkbox"/> out of community of property <input type="checkbox"/>				DIVORCED	WIDOW(ER)
Sex:	MALE	FEMALE					
Number of dependants:							

DETAILS OF SPOUSE				DETAILS OF CLOSEST RELATIVE/FRIEND (not living with you)			
Full name:				Full name:			
Maiden name:				Residential address:			
Date of birth:				Postal address:			
Identity number:				Telephone:		Cell:	
Telephone:		Cell:		Relationship:			
Signature of spouse (if married in community of property):				Signature of closest relative/friend:			

SOLVENCY STATUS

Insolvent:	YES	NO	Under legal administration	YES	NO
Garnishee order:	YES	NO			

2.2 EMPLOYMENT DETAILS

Name of employer:		Postal address:			
Physical address:		Telephone:			
		Fax:			
Current position:		Net salary per month: N\$ <small>(Attach copies of last 3 months payslips)</small>			
Payroll no. (if applicable):		Name of Supervisor/Financial Officer:			
Length of service:		If less than three months, state name of previous employer:			
Are you permanently employed:		YES	NO	If no, state length of employment contract:	

SELF-EMPLOYED

Type of business:	Expected income per month from business: N\$
Business sector:	Estimated total monthly business expenses: N\$

2.3 DETAILS OF REQUIRED LOAN

Credit amount applied for N\$:	Repayable over:	12	24	36	48	60	
Type of equipment for which credit is required:	SHS	PVP	SWH	Other			
Purpose for which credit is required (please specify in detail):							

2.4 DELIVERY / INSTALLATION LOCATION

Physical address:		Region:	
		Constituency:	
Contact person:		Nearest town:	
Telephone:		Distance from nearest town in kilometres:	
Cell:			

N.B. If this application was submitted through a registered Kongalend agent, please provide the following information:	Name of agent:	Kongalend Agent No.
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3. INSURANCE

3.1 I have been informed that I have a free choice in respect of the registered insurer and the registered insurance agent through whom I can apply for a credit life insurance policy to be taken out as security on the repayment of the credit extended to me.

Please tick the appropriate section:

3.2 I do not have any preference in terms of 3.1 above and hereby authorise Kongalend Financial Services (Pty) Ltd to arrange a suitable long-term insurance policy with the insurer of its choice, currently Hollard Life Namibia Limited.

3.3 I wish to cede the following policy to Kongalend as security for the credit extended to me:
Policy issued by policy no..... surrender value N\$..... (must cover the loan amount and equal cover as the policy provided by Hollard Life Namibia Limited).

3.4 All benefits will be paid in accordance with the terms and conditions of the Master Policy, details of which are available on request. This application and the Master Policy will form the basis of the insurance contract between the applicant and Hollard Life Namibia Ltd.

I declare that all sections of the Master Policy were effected by me voluntarily and that it has not been made a condition of granting the loan as I have been offered the choice of alternative insurance arrangements through my own Intermediary and/or Company.

3.5 APPLICATION FOR SHORT-TERM INSURANCE

Cover: Damage caused by fire, lightning, thunderbolt, explosion, earthquake, storm, wind, hail, snow, subsidence and landslip, limited to exclusion as per the Master Policy with Hollard Insurance Company of Namibia (Pty) Ltd.

I declare that I have the legal contractual capacity to enter into contracts and that I have read and understand all the above and the implications thereof. I also declare that all the information provided is true.

Signed: Date:

3.6 APPLICATION FOR CREDIT LIFE INSURANCE

Cover: Death (any cause) & Permanent Disability (Lump Sum)
Temporary Disablement (Payment of the monthly instalment up to a maximum of 12 months)
Retrenchment Cover (Payment of monthly instalments up to a maximum of 6 months)

Original sum insured: N\$.....

Maximum entry age: 60 years All cover ceases at age 65.

I understand that the original sum insured by Hollard Life Namibia Limited under this section of the policy will decrease over the period of the loan and will lapse at the end of the policy term.

I, the life insured, also understand, agree and where applicable declare that I have not received any treatment from any Medical Practitioner during the past two years or been hospitalised or undergone hospital treatment or specialist investigation as a result of any form of disability or heart attack or heart disease, raised cholesterol, high blood pressure, stroke, cancer, kidney disease, diabetes, muscular-skeletal disorders, impaired vision, nervous disorder or AIDS-related condition.

I am not aware of any decisions reached or proceedings, which may lead to the termination of my employment.

If the above declaration cannot be made without qualification, please provide the name(s) of doctor(s) and/or full details of hospitals, duration of treatment(s), tests and extent of recovery, or the most recent level of warning received, the nature and degree of misconduct and the date thereof.

.....
.....
.....

I declare that I have the legal contractual capacity to enter into contracts and that I have read and understand all the above and the implications thereof. I also declare that all the information provided is true.

Signed: Date:

4. CONFIRMATION OF EMPLOYMENT

This section must be completed by your Personnel Officer or Human Resource Officer

To: Kongalend Financial Services (Pty) Ltd.
PO Box 40303 Ausspannplatz, Windhoek

4.1 CERTIFICATION IN RESPECT OF CREDIT TO

We hereby certify that: (Name of Borrower)

- (a) The Borrower is a permanent employee on the date of this letter and has been in our employment for a period longer than one year. There is no disciplinary action, investigation under way or pending against the Borrower by the employer.
- (b) The Borrower has not tendered his resignation to the employer by the date of signing of this letter, nor are we aware of any resignation of the Borrower which is pending.
- (c) There are no proceedings under way or pending which may lead to the retrenchment of the Borrower.
- (d) The information rendered by the Borrower on this application form for the loan is materially the same information contained in our records regarding the Borrower.
- (e) The Borrower is currently not on sick leave nor are proceedings underway or pending which may lead to the boarding of the borrower due to medical reasons.

Completed by:

Designation:

Date:

Signature:

5. DEBIT ORDER & DRAWING OF BANK STATEMENTS AUTHORISATION

Details of my/our applicable account are as follows:

Account name		Bank	
Account number		Branch	
Type of account		Branch code	
Debit order date			

- (a) I, the undersigned, authorise(name of bank), to release my latest three-months bank statements as requested by Kongalend Financial Services (Pty) Ltd in respect of my power-loan application.
- (b) I, the undersigned, irrevocably authorise Kongalend to levy debits in *rem suam* against my bank account mentioned above at the above-named bank in respect of all amounts which are now or may from time to time in the future be due and payable by me, in terms of all agreements already entered into or still to be entered into by me in terms of which I am or will be the debtor and Kongalend is at present or will in the future be legal holder, whether as lender or cessionary.
- (b) I hereby likewise authorise my above-named bank to accept all debits levied by Kongalend in terms of this authorisation and to debit my account and to regard such debits as if given and signed by me personally.
- (c) I undertake to pay any costs, which may result from this debit order instruction and/or the drawing of my three most recent bank statements.
- (d) This debit order will remain in force until full settlement of the credit amount is made with Kongalend.
- (e) I hereby indemnify the lender against any interest, costs or other damages arising from refusal by my bank to accept a debit levied in terms of this instruction.

LOAN REPAYMENT AUTHORITY/MANDATE AND METHOD

This signed Authority and Mandate refers to the Loan Agreement between me/us and Kongalend ("the Agreement")

I/we hereby authorise Kongalend to issue and deliver debit order/payment instructions to its banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such debit order/payment instructions will never exceed my/our obligations as agreed to in the Loan Agreement, 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 hand-delivered to our address.

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

- (i) on the "debit order/payment day" of each and every month, commencing In the event that the debit order/payment day falls on a Saturday, Sunday or recognised public holiday, the debit order/payment day will automatically be the next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, Kongalend is entitled to track my/our account and re-present the instruction for payment as soon as sufficient funds are available in my/our account;
 - (ii) monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.
- I/we understand that the withdrawals hereby authorised will be processed through a computerised system provided by the Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. Such must contain the Kongalend loan account number, as indicated on the Loan Approval form, which number must be included in the said payment instruction. 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 Kongalend.

B. MANDATE

I/we acknowledge that all debit order/payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had 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.

Thus done and signed at on this day of 20....

.....
Authorising Signature

.....
Assisted by (where legally required)

FOR OFFICE/BANK USE ONLY	DATE	OFFICIAL'S SIGNATURE
Signature verified:		
Account numbers verified:		
Statements handed out:		
Commission collected:		

6. APPLICANT'S MONTHLY INCOME & EXPENDITURE

6.1 MONTHLY INCOME

Monthly salary (less tax and pension)	N\$
Other income (please specify)	N\$
TOTAL MONTHLY INCOME	N\$
Monthly salary of spouse (less tax and pension)	N\$
Other income of spouse (please specify)	N\$
TOTAL MONTHLY INCOME SPOUSE (if married in community of property)	N\$

TOTAL COMBINED NET INCOME

6.2 MONTHLY EXPENDITURE

	N\$
Quotation: Green energy system/Kongalend loan repayment	
Utilities (water, electricity) & Rates	
Bond repayment (if any)	
Instalment motor vehicle	
Petrol, vehicle maintenance	
Second vehicle instalment (if applicable)	
House, car, life insurance	
Instalment credit, personal loans, etc.	
Groceries	
Clothing	
Wages of domestic help	
Education	
Entertainment	
Other (telephone, cellphone, DSTV, etc.)	
TOTAL MONTHLY EXPENDITURE	
TOTAL SURPLUS INCOME PER MONTH	

7. PERSON NOMINATED TO RECEIVE GOODS ON YOUR BEHALF IN YOUR ABSENCE

Surname:	First name:
ID No:	
Telephone:	Cell:

8. DECLARATION BY APPLICANT

I HEREBY DECLARE THAT THE INFORMATION PROVIDED IN THIS APPLICATION FORM, UNDER SECTIONS 1-8, IS TRUE AND THAT ANY INCORRECT DECLARATION EMPOWERS KONGALEND NOT TO CONSIDER MY APPLICATION.

This application and the underlying conditions spelt out under Section 11: Instalment Sale Agreement together with the Credit Approval Confirmation, which forms Annexure "B" of this agreement (which is issued to successful applicants after approval of credit), constitute an agreement between the applicant/Purchaser and Kongalend/Seller.

This Agreement constitutes the whole agreement between the parties, and any amendments or additions must be in writing and signed by the parties.

Kongalend is authorised to do a Credit Bureau enquiry if necessary in order to enable it to evaluate this application. If this application is approved, Kongalend is also entitled to provide details of the manner in which I conduct my account to the Credit Bureau(x).

SIGNED at on this day of 20.... in the presence of the undersigned witnesses:

..... Borrower Kongalend
..... Witness Witness

LOAN AGREEMENT

Between

Kongalend Financial Services(Pty) Ltd a company incorporated In accordance with company laws of the Republic Namibia with company registration no. 2007/590
("Seller")

and

.....
(full names of individual + ID no)
("Purchaser")

1. RECORDAL

- 1.1 The Seller hereby sells the goods described in "Annexure B" to the Purchaser who hereby irrevocably offers to purchase the Goods, subject to the terms and conditions of this Agreement;
- 1.2 The Seller has accepted the Purchaser's offer to purchase the Goods, subject to the terms and conditions of this Agreement;
- 1.3 The Seller is a registered financial service provider in terms of the Usury Act (Act No. 73 of 1968).

2. DEFINITIONS AND INTERPRETATION

- 2.1 "the Act" means the Namibian Financial Institutions Supervisory Authority Act (Act No. 3 of 2001).
- 2.2 "this Agreement" means this Loan Agreement, together with all of its annexures, as amended from time to time;
- 2.3 "business day" – any day other than a Saturday, Sunday or official public holiday in the Republic of Namibia;
- 2.4 "Credit Agreements Act" – Act No. 75 of 1980 as amended, or repealed, from time to time;
- 2.5 "delivery" – a delivery of goods to the purchaser;
- 2.6 "effective date" – the effective date of this agreement being signature of Agreement by a Purchaser and Kongalend;
- 2.7 "goods" – goods sold by the supplier to Kongalend from time to time in terms of individual sale agreements, pursuant to this agreement;
- 2.8 "invoice" – the invoice to be issued by the supplier to Kongalend for goods to be purchased by the Purchaser under this agreement.
- 2.9 "Kongalend" – Kongalend Financial Services (Pty) Ltd is a financial service provider incorporated in terms of the laws of Namibia with registration number 2007/590 and NAMFISA registration number 25/11/356.
- 2.10 "purchase price" – the cash price of goods due by Kongalend to the supplier in terms of an individual sale agreement as reflected on the invoice;
- 2.11 "Supplier" – the party from whom Kongalend purchases the goods for on-sale, lease or hire to the purchaser;
- 2.12 "Seller" means Kongalend Financial Services (Pty) Ltd, carrying on business at corner of Haddy & Viljoen Street, Windhoek and having its registered office at 38 Church Street, Windhoek.
- 2.13 "Principal Debt" – the cash price of goods, Insurance and statutory fees where applicable.
- 2.14 "Purchaser" means the person whose details appear under 2.1: Credit Application Form Personal Details of this Agreement;
- 2.15 "Repayment Amount" means the purchase price of the goods, insurance, transaction fee, interest, value-added tax, statutory costs, such as NAMFISA levy and stamp duty.
- 2.16 "transaction fee" – a fee as referred to in 3.3.4 below;
- 2.17 a reference to legislation is a reference to the legislation as at the date of enactment of the legislation or as it is amended or re-enacted from time to time.
- 2.18 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the effective date, and as amended or substituted from time to time
- 2.19 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this agreement;
- 2.20 where any term is defined within a particular clause other than this clause 2, that term shall bear the meaning ascribed to it that clause wherever it is used in this agreement;
- 2.21 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day;
- 2.22 reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 2.23 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 2.24 The terms of this agreement having been negotiated, the contra preferentem rule shall not be applied in the interpretation of this agreement.

3. PAYMENT

- 3.1 The Purchaser hereby agrees to pay the purchase price of the Goods, insurance and statutory costs, as detailed under "Annexure A." In the event that the Purchaser is a juristic person, the member(s)/directors agree to bind themselves as sureties and co-principal debtors and agree to sign a Surety Agreement as may be required by Kongalend.
- 3.2 The Repayment Amount shall be paid over a period of (months), which period shall not exceed 60 months.

- 3.3 Subject to paragraph 3.1, interest shall be payable by the Purchaser at the rate of% per annum (above) the Prime Rate on the Repayment Amount.
- 3.4 The Purchaser shall pay a transaction fee of % of the Principal Debt, which is payable on date of signature of this Agreement.
- 3.5 If the maximum annual charge rate under the Usury Act of 1968 is altered during the term of this Agreement, the Seller shall have the right to recalculate instalments which fall due on or after the date of the alteration and shall be entitled to substitute the recalculated instalments for the instalments calculated in terms of this Agreement.

4. EARLY SETTLEMENT OF THIS AGREEMENT

The Purchaser may settle this Agreement in full at any time, with at least 60 (sixty) days notice in writing of his/her intention to pay the outstanding balance of the principal debt mentioned in this agreement, and finance charges thereon. In such event the settlement value shall be calculated as follows:

- 4.1 The unpaid balance of the purchase price; plus
- 4.2 The unpaid interest and all other fees and charges payable by the Purchaser to the Seller up until the settlement date.
- 4.3 The notice shall state the date on which the Purchaser intends to pay the said outstanding balance and finance charges amount.

5. DELIVERY AND RISK

- 5.1 The parties record that the purchaser shall receive the goods at its own cost from the supplier upon written instruction in the form of a purchase order from the Seller.
- 5.2 The Purchaser is hereby vested with possession of the goods and shall not have any claim against the Seller nor be entitled to resile from this Agreement or to refuse or withhold any payment to the Seller.
- 5.3 All risks regarding loss of or damage in and to the Goods shall pass to the Purchaser on delivery of the Goods to the Purchaser or on signing this Agreement, whichever shall occur first.

6. OWNERSHIP

- 6.1 Notwithstanding the delivery and transfer of the goods to the Purchaser, the Seller shall remain the legal owner and titleholder of the Goods until:
 - 6.1.1 the Purchaser has paid all the amounts owing in terms of this Agreement;
 - 6.1.2 the Purchaser has discharged all of his obligations towards the Seller in terms of this Agreement.
- 6.2 As soon as the Purchaser has paid all amounts due in terms of this Agreement, the Purchaser shall automatically become the legal owner of the Goods.

7. INSURANCE

- 7.1 The Seller may offer insurance to the Purchaser for the Goods.
- 7.2 The Purchaser shall not be obliged to make use of the insurance offered, and the Purchaser may decline this and arrange its own insurance cover.
- 7.3 The Purchaser hereby acknowledges that he/she has a free choice as to the insurance policy, insurer, broker or intermediary, that the Purchaser has exercised his/her free choice, and that he/she was not in any way coerced or induced in the exercise of this choice.
- 7.4 The Purchaser undertakes to maintain credit insurance over the Goods, covering the loss of or damage to the Goods, to at least the value of all the Purchaser's outstanding obligations under this Agreement.
- 7.5 The Purchaser shall ensure that the Seller's insurable interest in the goods is noted on the insurance policies in question and shall ensure the punctually payment of all insurance premiums on demand.
- 7.6 In the event that the Purchaser is a juristic person, the Purchaser undertakes to insure the Goods and keep the Goods insured for the duration of this Agreement on a comprehensive basis to at least the full market value of the Goods.
- 7.7 The Seller requires the Purchaser to maintain credit life and credit guarantee insurance, covering life, disability, terminal illness and unemployment, to the value of all of the Purchaser's outstanding obligations under this Agreement as they may be from time to time.
- 7.8 The Seller may offer the Purchaser optional insurance cover in relation to the Purchaser's obligations under this Agreement or relating to the possession, use, ownership or benefit of the Goods.
- 7.9 The Purchaser must be able to provide the Seller with proof that the Goods are insured within seven (7) days of the Seller requesting such proof. If the Purchaser is unable to provide the Seller with such proof, the Purchaser hereby agrees that the Seller has the right (but not the obligation) to insure the Goods the maximum of the Purchaser's outstanding obligations under this Agreement as they are from time to time, or if the Purchaser is a juristic person, comprehensively to the full market value of the Goods, and, in either case, to recover the insurance premium from the Purchaser.
- 7.10 The Purchaser shall be obliged to refund such monies paid for insurance by the Seller on demand and that the Purchaser hereby authorises the Seller to debit the Purchaser's account in respect of the monies so paid by the Seller in accordance with clause 7.8 above.
- 7.11 The Purchaser shall comply with all terms, conditions and warranties of every insurance policy affected in terms of this Agreement.
- 7.12 The Purchaser shall cede such policy to the Seller, as security for the due performance by him of his obligations in terms of this Agreement and undertakes to deliver such policy to the Seller on demand.

8. USE OF GOODS

- 8.1 The Purchaser must maintain the Goods in his/her possession or under his/her control at all times.
- 8.2 The Purchaser must maintain the Goods in good working condition at the Purchaser's cost.
- 8.3 The Purchaser may not modify the Goods in any way without the Seller's approval and if any accessory or part is added to the Goods, these will become part of the Goods and the Seller shall not be obliged to compensate the Purchaser in respect thereof.
- 8.4 The Purchaser may not permit the Goods to become a part of or attached to other property.
- 8.5 The Purchaser shall not hand over possession of the Goods to any other person or sell,

let, loan, pledge or transfer the Goods to another person without the Seller's prior written consent.

- 8.6 The Purchaser shall not permit the Goods to become subject to any attachment or legal claim by any third party.
- 8.7 If applicable, the Purchaser and any other person who uses the Goods must be fully qualified and trained to use the Goods.
- 8.8 The Purchaser agrees that the Seller, or its agent, may inspect the Goods at any reasonable time, on written notice to the Purchaser.

9. LOCATION OF THE GOODS

- 9.1 The Purchaser shall keep the Goods at the address stated under 2.4 of the Credit Application Form.
- 9.2 In the event that the Goods are not kept at the address as set out above, the Purchaser shall inform the Seller of the address where the Goods are kept, and the Purchaser shall inform any landlord or bondholder of such premises that the Seller is the legal Titleholder to the Goods.
- 9.3 The Purchaser may not remove the Goods from the Republic of Namibia without the Seller's prior written consent.
- 9.4 Throughout the duration of this Agreement, the Purchaser shall inform the Seller of any change to:
 - 9.4.1 The Purchaser's residential address;
 - 9.4.2 The Purchaser's business address;
 - 9.4.3 The address where the Goods are kept; and
 - 9.4.4 The name and address of the person in permanent possession of the Goods.
- 9.5 The Seller, or the Deputy Sheriff of the Court, may request the Purchaser to provide details as to the whereabouts of the Goods at any time, as well as details of any third party possessor of the Goods or of any landlord or bondholder of any premises where the Goods are kept.
- 9.6 In the event that the Purchaser provides false or misleading information or acts in a manner that is likely to frustrate the Seller from exercising its rights, the Purchaser shall be liable to an offence that is punishable, in terms of the Act.

10. ADDITIONAL FINANCE CHARGES

- 10.1 The Purchaser shall be liable to the Seller for the payment of additional finance charges if he -
 - 10.1.1 fails to pay on the due date any amount owing or which may become owing by him in connection with this transaction to the Seller; or
 - 10.1.2 agrees with the Seller to postpone the payment of any amount so owing, which additional finance charges shall be calculated with regard to the total amount payable yet unpaid, the finance charge rate determined in the Schedule and, as the case may be, the period of the failure or the period for which the said postponement has been granted;
- 10.2 and the Seller shall be entitled, in addition to and without derogating from such other rights as the Seller may have under this Agreement, to increase the rate of finance charges payable by the Purchaser to the Seller in terms of this Agreement to a rate not exceeding the maximum finance charge rate permissible under the Act for the period any of the circumstances as listed in clause 7.1 and 7.2 endures.

11. PENALTY INTEREST CHARGE

- 11.1 If the provisions of the Act do not apply to this Agreement (the principal debt mentioned in the Schedule exceeds N\$100,000.00), and if in the Seller's reasonable opinion and discretion -
 - 11.1.1 any deterioration in the Purchaser's financial position occurs; and/or
 - 11.1.2 any cheque drawn by the Purchaser be dishonoured; and/or
 - 11.1.3 any account of the Purchaser with the Seller is or becomes irregular; and/or
 - 11.1.4 any obligation or commitment of whatever nature of the Purchaser toward the Seller is not met on the agreed or due date;

The Seller shall be entitled, in addition to and without derogating from such other rights as the Seller may have under this Agreement, in its discretion to increase the rate of interest payable by the Purchaser in terms of this Agreement to a rate not exceeding the maximum finance charge rate permissible under the Act for the period any of the circumstances as listed in clause 11.1.1 to 11.1.4 endures. The Seller shall immediately upon restitution of the circumstances listed in clauses 11.1.1 to 11.1.4, rectify the interest rate to the rate applicable prior to the penalty rate.

12. BREACH

- 12.1 In the event that the Purchaser:
 - 12.1.1 Fails to comply with any of the terms of this Agreement (all of which the Purchaser has agreed to be material); or
 - 12.1.2 Fails to pay any amounts due under this Agreement; or
 - 12.1.3 Has made misleading statements to the Seller before signing this Agreement, or allow any judgment that has been taken against the Purchaser to remain unpaid for more than 7 (seven) days; or
 - 12.1.4 Is sequestered or liquidated, or performs an act of insolvency in terms of the Insolvency Act No 24 of 1936; or
 - 12.1.5 Enters into a compromise with any of its/his/her creditors; or
 - 12.1.6 Being a natural person, dies or, being a juristic person, undergoes a material restructure;
 then the Seller is entitled (without affecting any of its other rights) to proceed with the termination of this Agreement.
- 12.2 Should the Purchaser default on his/her loan repayment, he/she consents to the Lender listing his/her defaulting details through TransUnion.

13. TERMINATION OF AGREEMENT ON TOTAL LOSS OF THE GOODS

- 13.1 If the Goods are damaged through acts of God, riots, civil insurrection, acts of a public enemy, accidents, acts of a civil or military authority, floods, earthquakes or winds, the Purchaser shall immediately notify the Seller in writing, and lodge an insurance claim with the insurer of the Goods. If the Goods are not repairable or replaced, or they are disposed of by the Purchaser and are not recovered within 21 (twenty one) days, or if the Goods are forfeited to the State under the Prevention of Organised Crime Act No. 29 of 2004, due to the Purchaser's transgression of the law, then this Agreement will terminate

immediately and the Purchaser shall pay to the Seller, the outstanding balance of the principal debt, all finance charges, additional finance charges and other amounts then owing by the Purchaser to the Seller in connection with this transaction; or

- 13.2 if the Act is not applicable to this transaction, all outstanding instalment, additional finance charges and other amounts then owing by the Purchaser to the Seller in terms of this Agreement.

14. STATEMENT OF ACCOUNT

- 14.1 Where payment is made by debit order, the Seller shall furnish a statement of account every three (3) months unless the Purchaser has elected to receive the statements every six (6) months.
- 14.2 Statements of account shall be sent via ordinary mail to the Purchaser's address stated in paragraph 10, unless the Purchaser has elected to receive statements via e-mail or in another manner.

15. INDULGENCE

No relaxation, concession or condonation granted by the seller to the Purchaser shall derogate from any of the Seller's rights in connection with this transaction.

16. ENTIRE CONTRACT

The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of the contract shall be of any force and effect unless done in writing and signed by both parties.

17. JURISDICTION

- 17.1 The Purchaser hereby consents to the jurisdiction of the magistrate's court having jurisdiction over the person in respect of all legal proceedings connected with this agreement notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the magistrate's court.
- 17.2 Notwithstanding the foregoing the Seller is entitled to institute action in the High Court having jurisdiction. In the event the Seller elects to institute action against the Purchaser in the High Court, the Purchaser shall be liable to pay the costs awarded to the Seller in accordance with the provisions of the High Court tariff.

18. CESSION AND ASSIGNMENT

- 18.1 The Purchaser may not transfer this Agreement or any of its/his/her rights to any other party unless the Seller has furnished its written consent.
- 18.2 The Seller may, without notice to the Purchaser, cede, assign or transfer this Agreement and ownership in and to the Goods to any other person and the Purchaser undertakes to recognise the transfer and shall continue to hold the Goods for the cedent, assignee or transferee, as the case may be, and fulfil his/her obligations to same, as if specifically incorporated herein.

19. FORCE MAJEURE

- 19.1 In the event that either of the parties is unable to perform any of their respective obligations in this agreement, and such non-performance is caused by acts of God, riots, civil insurrection, acts of a public enemy, accidents, acts of a civil or military authority, floods, earthquakes or winds, or similar situations beyond the reasonable control of the parties concerned, such failure to perform shall not constitute a breach of the Agreement.
- 19.2 The Party incapable of performing shall immediately notify the other Party in writing of the reason or reasons and cause for its inability to perform and shall submit an estimated duration of such inability to perform.
- 19.3 During such period of non-performance the relevant terms of this Agreement shall be suspended.

20. COSTS

- 20.1 The Purchaser agrees to pay a 4.5% transaction fee plus VAT in cash (computed on the principal debt), which is a fee charged for the processing of this Agreement, or has the option of either having it included in the Repayment Amount; if included in the Repayment Amount, interest will be charged on such fee.
- 20.2 Value-added tax is charged under the Value-Added Tax Act (Act No.10 of 2000) at the rate as set out in that Act or as it may be amended from time to time.

21. WARRANTY

- 21.1 By signing this Agreement, the Purchaser expressly warrants that the Purchaser is not subject to an Administration Order referred to in Section 74 (1) of the Magistrates' Courts Act, 1944.
- 21.2 The Seller does not give any guarantee or warranty to the Purchaser in relation to the goods. The Seller shall cede to the Purchaser its rights in terms of all guarantees, warranties and other undertakings given to it by the supplier of the goods, on condition, that no breach of any such guarantee, warranty or undertaking shall give any right to the Purchaser as against the seller and that the rights in terms of such guarantees, warranties and undertakings shall revert to the Seller should the Seller at any time obtain repossession of the goods.

SIGNED at (place)

on..... (day, month, year)

Witnesses:

- 1.
- 2.

Signatures of witnesses

Signature of Seller

- 1.
- 2.

Signatures of witnesses

Signature of Purchaser