

ECONET WIRELESS (PRIVATE) LIMITED

CREDIT APPLICATION AND TERMS OF AGREEMENT

If the Customer's application for credit is accepted, it will be signed by Econet Wireless Private Limited (referred to hereinafter as 'Econet') and a copy returned to the Customer.

Customer details

1. NAME OF CUSTOMER

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2. TRADING NAME (if different)

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3. NATURE OF BUSINESS

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**4. STATE WHETHER SOLE PROPRIETOR/PARTNERSHIP/REGISTERED
COMPANY (PROVIDE COPY/IES OF CERTIFICATE OF INCORPORATION,
CR 14, PARTNERSHIP AGREEMENT ETC)**

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5. POSTAL ADDRESS

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6. PHYSICAL ADDRESS

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7. ADDRESS OF REGISTERED OFFICE (if different)

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8. TELEPHONE NO: FAX: TELEX NO:

9. V.A.T NO:

10.BANKERS AND BANK ACCOUNT NO.

.....

ADDRESS.....

**11.EXTERNAL AUDITORS/ AND/OR BOOK KEEPERS AND/OR COMPANY
SECRETARY**

NAME.....

ADDRESS

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**12.FULL NAMES & RESIDENTIAL ADDRESSES OF
DIRECTORS/PARTNERS/SOLE PROPRIETOR**

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13.IMMOVABLE PROPERTY

a) DOES CUSTOMER OWN IMMOVABLE PROPERTY?

☐ yes ☐no (tick the appropriate box)

**b) IF SO, PROPERTY DESCRIPTION/ADDRESS (PROVIDE COPY/IES OF
TITLE DEEDS AND RATES BILL)**

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**c) DO DIRECTORS/PARTNERS/SOLE PROPRIETOR OWN IMMOVABLE
PROPERTY**

☐ yes ☐no (tick the appropriate box)

**d) IF SO, PROPERTY DESCRIPTION/ADDRESS (PROVIDE COPY/IES OF
TITLE DEEDS AND RATES BILL)**

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N.B The Customer may provide proof of ownership of any other securities to Econet.

14. IF SOLE PROPRIETOR, NAME, ADDRESS AND POSITION/OCCUPATION/OF PERSON/S WILLING TO STAND AS SURETY AND CO-PRINCIPAL DEBTOR

Further, Surety/ies must sign a deed of suretyship and submit copies of title deeds and/or any other documents requested and acceptable to Econet

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15. IF PARTNERSHIP/COMPANY, NAME OF PARTNERS/DIRECTORS WILLING TO STAND AS SURETY AND CO-PRINCIPAL DEBTOR.

Further, Surety/ies must sign a deed of suretyship and submit copies of title deeds and/or any other documents requested and acceptable to Econet

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CREDIT CUSTOMER PAYMENT TERMS

1. Notwithstanding the terms of credit requested by the customer, it is agreed that the customer shall pay for all products purchased from Econet on the 30th day from the date of invoice or according to the following special terms:-
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2. The customer's credit limit is United States Dollars (US\$)
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(the figure should be inserted in figures and words).

This limit shall remain in force unless Econet notifies the customer in writing of any change.

3. The Customer shall provide any such security as Econet may require. A Deed of Suretyship, signed by Guarantor/s acceptable to Econet, must accompany this application.
4. All queries must be raised with Econet's Accounts Department within 7 days of the date of the statement.
5. All purchases must be accompanied by an official order. If telephone orders are placed, the order is required on collection of goods. No goods will be returned to Econet after ordering. Goods will only be returned if found to be faulty from the supplier. Goods must be checked before leaving Econet. Econet will not be responsible for any losses once the product has left the shop. Further, it is recorded that ownership in any products sold by Econet to the Customer in terms of this Agreement shall not pass until payment for those products is made in full.

6. All credit payments must be paid on time. Failure to do so may result in future deliveries being withheld. Econet will not accept any claim or liability for problems or inconvenience arising from the withholding of products as a result of unpaid accounts.
7. Should there be any amounts overdue on the last working day of the month, the account shall be considered to be unpaid and shall be subject to interest calculated at the prime lending rate provided by Standard Chartered Bank of Zimbabwe, calculated daily on the outstanding amount and capitalized monthly. A certificate from Standard Chartered Bank of Zimbabwe shall be *prima facie* proof of the prime lending rate set from time to time.
8. Payments are to be made on a strictly cash basis and/or bank transfer, or in any other form(s) of payment specifically approved by Econet from time to time.
9. The Customer is obliged to provide Econet with the correct postal and physical address and proof of its physical address which shall serve as its *domicilium citandi et executandi*. Further, the Customer must notify Econet in writing of any change of address.
10. Whenever the balance outstanding in the Customer's account exceeds the credit limit defined in this Agreement, payment of any such excess will be made immediately on demand.
11. No giving of time or any other indulgence by Econet shall be construed to be a waiver of any of its rights in terms of this Agreement.

12. Where special terms may be negotiated for any particular transactions or types of transaction, those terms will apply only to those transactions, and any other later or concurrent transactions will remain subject to these conditions.
13. Should it become necessary for Econet to take legal action against the Customer for the recovery of any outstanding amounts, the Customer will be liable for all legal costs, on the Legal Practitioner/client scale, collection commissions, tracing agents fees and other incidental costs incurred.
14. Econet may at its sole discretion institute any action for the payment of any such overdue account as aforesaid, in the Magistrate's Court for the Province of Harare. Notwithstanding that the debt may exceed the normal jurisdiction of the Magistrate's Court, Econet is entitled to institute proceedings in the High Court of Zimbabwe to recover its debt and costs of suit.
15. These terms **do not replace** any applicable Retail Dealer/Distribution Agreement, or other existing agreement between Econet and the Customer, apart from any credit agreement.
16. Econet reserves the right to withdraw credit facilities if the credit account is not properly maintained or if Econet, in its sole discretion, believes that the Customer's ability to sustain the credit has become doubtful. In such an instance, Econet shall give written notification to the Customer and the full amount due to Econet will become due and payable immediately.

I (Full names and I.D Number),
hereby warrant that I am duly authorised, in my capacity as
..... to sign this Agreement on behalf of the Customer.

SIGNED for and on behalf of the Customer this day of2015.

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For an on behalf of the Customer

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Witness

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Witness

SIGNED for and on behalf of Econet this day of2015.

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For and on behalf of Econet

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Witness

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Witness