

**OPENING OF AN ACCOUNT WITH EVRAZ HIGHVELD STEEL AND VANADIUM
LIMITED (EVRAZ HIGHVELD)**

REQUIREMENT

1. Please complete the Evraz Highveld credit application form and return it duly completed to the Domestic Steel Sales Office. Fax number 086 675 3982 or E-mail to Michael Perimal – MichaelP@evrazhighveld.co.za
Please sign or initial all pages confirming acceptance.
2. Kindly furnish Evraz Highveld with a typical menu of the range of Evraz Highveld material that is proposed to be purchase on a monthly basis. The average annual orders should not be less than 350 tons or in the case of “once off projects, 300 tons.”
3. Evraz Highveld will apply for CGIC cover, should we fail to obtain the required cover of two and a half times the monthly purchases, a bank guarantee by a recognised bank for two and a half times monthly purchases has to be supplied.
4. In addition to the credit application, please provide the following written authority:
 - 4.1 In the case of a Limited or Proprietary Limited company - a Board resolution indicating who is authorised to sign on behalf of the company.
 - 4.2 In the case of a Close Corporation (C.C.) a resolution signed by all the members of the Close Corporation indicating who is authorised to bind the customer.
 - 4.3 In the case of Partnerships, a written authority by all the partners of the firm.

**CREDIT APPLICATION
FORM AND AGREEMENT**

I/we, the undersigned in
my/our capacity as proprietor/s, partner/s, shareholder/s or member/s duly authorised
to act on behalf of (hereinafter
referred to as “the purchaser” trading as
..... at
..... hereby apply for a credit facility to purchase
products from EVRAZ HIGHVELD STEEL AND VANADIUM LIMITED (hereinafter
referred to as “the seller”) to the value of
.....per month

I/WE hereby agree:

1. THAT although some of the required information hereunder might be privileged or regulated information we provide all the information voluntarily and without any undue influence.
2. THAT the seller is authorised to keep the required information in the prescribed manner for the duration of this agreement.

I/WE hereby confirm:

1. THAT the purchaser hereby accepts that all Steel Sales contracts with Evraz Highveld Steel & Vanadium Limited will be governed by the Conditions of Sale (herewith attached). Updated copies can be accessed on our website www.evrazhighveld.co.za

2. THAT the physical addresses of the purchaser are:

a) Principal place of business is

.....
.....

b) Registered office of business is

.....
.....

c) Invoice address

.....
.....

3. THAT the prescribed trading licence(s) is/are issued in the name of

.....

4. THAT there are no Bonds in existence/the following Bond/s¹ have been registered over the premises referred to in clause 1:

(a) Bondholder

(b) Amount

(c) Date

¹ Delete whichever is not applicable

5. THAT any person ordering and/or receiving goods at the premises, shall be deemed to be employed by the purchaser and to be ordering and/or accepting such goods on the purchaser's behalf and he shall be duly authorised to order and/or accept goods on the behalf of the purchaser and that the purchaser shall be responsible for payment thereof.

6. THAT the purchaser hereby agrees that in the event of any cheque, bill or promissory note given by the purchaser to the seller being returned unpaid, for any reason whatsoever, the total amount then due and owing by the purchaser shall become due and payable immediately notwithstanding any other arrangements made.

7. THAT the purchaser agrees that unless specifically arranged, in writing and signed by the parties hereto and concluded in regard to the credit facilities granted to the purchaser to make payment of any amount due by the purchaser to the seller, any amount outstanding shall be payable within thirty (30) days of the delivery of the relevant goods to the purchaser.

8. THAT the purchaser hereby agrees that it shall be liable to pay interest on all amounts due at the rate of 2% above the prime rate of interest, charged by First National Bank or its successor to the sellers at the time, in respect of any monies payable in terms of this agreement or any Agreement which the purchaser may hereafter conclude with the seller. Should the seller refer the matter to its attorneys for collection of such overdue amounts, the purchaser shall be liable for all legal costs incurred by the seller on the attorney and own client basis, and shall further be liable for collection charges, any tracing agents' charges and other disbursements incurred by the seller in tracing or endeavouring to trace the purchaser or its employees. The purchaser also agrees to the terms and conditions printed on the Sales Order Confirmations and accept full liability for the total amount reflected on the corresponding Invoice/s.

9. THAT the purchaser hereby agrees that notwithstanding the fact that it is granted credit facilities by the seller, to make payment of any amounts due by the purchaser to the seller and notwithstanding the fact that other arrangements are made for payment of the purchaser's indebtedness to the seller, in the event of the purchaser defaulting in the punctual payment as arranged, of any amount due in terms of any agreement between the seller and the purchaser, the full balance then due and owing by the purchaser shall immediately become due and payable.

10. THAT the purchaser chooses as its domicilium citandi et executandi for all purposes at (physical address, **not** postal address):

.....
.....

11. BANK ACCOUNT DETAILS:

.....
.....

12. VAT REGISTRATION NUMBER:

.....

13. TRADE REFERENCES WITH CONTACT DETAILS:

1.
2.
3.

14. COMPANY REGISTRATION NUMBER:

.....

15. TYPE OF CUSTOMER

(Mark applicable option with "x")

1. Mining
2. Manufacturing
 - a. Packaging
 - b. Structural Metal
 - i. Tube & Pipe
 - ii. Plate & Sheet Metal Works
 - iii. Roofing & Cold Forming
 - c. Agriculture
 - d. Automotive
 - e. Electrical Apparatus/White Goods

- f. Cables, Wire products & Gates
- g. Fasteners
- h. Other incl. Government, Hardware, Furniture & Railroad

3. Building and Construction

4. Merchant

16. SAISI MEMBER

(Yes or No)

.....

17. MODE OF TRANSPORT

(Road, Rail or Road & Rail)

.....

18. ROAD DELIVERY ADDRESS

.....

.....

19. RAIL DELIVERY ADDRESS

.....

.....

20. DELIVERY TIMES

(Mark applicable option with "x")

- 1. Day
- Night
- Day/Night

(Please indicate relevant open/closure times)

- 2. Monday to Thursday
- Friday
- Saturday
- Other

21. Accept Interlinks

(Mark applicable option with "X")

- Yes
- No

22. Number of Loads per Day

23. Contact Details

- Logistics:**
- Contact Person
 - Tel. Number
 - Email
 - Fax Number

- Procurement:**
- Contact Person
 - Tel. Number
 - Email
 - Fax Number

- Finance:**
- Contact Person
 - Tel. Number
 - Email
 - Fax Number

TERMS OF PAYMENT: THIRTY (30) DAYS FROM STATEMENT ON THE
LAST WORKING DAY OF THE MONTH

SIGNED AND DATED AT..... ON THIS.....
DAY OF20....

WITNESSES

1.

PURCHASER

2.

SELLER

NB. Attach a copy of the resolution of the Board of Directors or Members authorising the signatory to sign on behalf of the purchaser in the cases of a company or Close Corporation. In the case of a partnership, all partners must sign.