



PG GROUP
PG Group (Pty) Ltd
Reg No: 1973/001729/07

Shatterprufe
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

Shatterprufe
Aftermarket Replacement Glass
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

PG GLASS
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

LLumar
LLumar Films (Pty) Ltd
Reg No: 2006/001769/07

Widney
Widney Transport Components (Pty) Ltd
Reg No: 1968/012451/07

PFG BUILDING GLASS
PFG Building Glass
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

PFG Building Glass SOLUTIONS
PG Building Glass Solutions
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

PFG Building Glass PROCESSING
Advanced Armour Glass (Pty) Ltd Reg No: 2007/027824/07
trading as PG Building Glass Processing (Gauteng)

PFG Building Glass PROCESSING
PG Building Glass Processing
A Division of PG Group (Pty) Ltd Reg No: 1973/001729/07

Primador
Primador South Africa (Pty) Ltd
Reg No: 2000/019278/07

PFG ALUMINIUM
PG Aluminium Windows & Doors
A Division of Primador South Africa (Pty) Ltd Reg No: 2000/019278/07

ADVANCED ARMOUR GLASS
Advanced Armour Glass (Pty) Ltd
Reg No: 2007/027824/07

PURCHASER'S DETAILS

Partnership Sole Proprietor Close Corporation Public Company Private Company Trust Other (Specify)

Name/Legal Entity: Vision Elevators Pty Ltd ID or Registration No: 2006/010380/07

Trade Name: Vision Elevators Pty Ltd

Physical Address: Unit 24 Great North, Industrial Park

20 Van Wyk Rd Goedburg Code _____ Telephone number: 0875500534

Account Contact Person: Hester O'Hagan Email address: finance@visionelevators.africa

PURCHASER'S BANKING DETAILS

Bank name: Standard Bank Branch: Milnerton Code: 014342

Account No: 270467769 Account type: Current account

Account in name of: Vision Elevators Pty Ltd

FULL NAMES OF OWNERS OF PURCHASER	ID Number	Residential Address	Email address	Percentage Ownership
1. Nicholas Grant Wareing	8206285168089	9 Batoro Crescent, Midsteam JHB	nicholas@visionelevators.africa	
2. Wade Digby Wareing	8601285286081	28 Weston underwood, Clifton Hill Hillcrest	wade@wesant.co.za	
3.				

Please attach a Copy of the Purchaser's CIPC Beneficial Ownership certificate, VAT Certificate, Confirmation of banking details, Tax Clearance Certificate and ID documents of owners

Cession

As security for payment, the Purchaser hereby cedes its book debt to the Supplier. This cession is suspended and will only take effect on the granting of a court order for payment against the Purchaser or the Purchaser's liquidation or sequestration.

Suretyship

I/We the undersigned hereby bind myself/ourselves, jointly and severally, as surety and co-principal debtor with the Purchaser in favour of the Supplier, to the full extent of the indebtedness of the Purchaser to the Supplier. Liability in terms of these Suretyship/s shall not be affected in any manner by any credit limit requested by the Purchaser or granted by the Supplier. The Supplier may still proceed against me/us in my/our capacity as the surety/ies, notwithstanding the fact that the Supplier has compromised with the Purchaser. I/We hereby choose the above addresses as my/our domicilium ad actum and agree to accept service of legal process or any documents.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Data Protection

By submitting information, I/we and the Purchaser consent to the Supplier and its agents using our personal information for the purpose of credit vetting and reporting, supplying goods and services, debt collection, direct marketing in accordance with the Supplier's policies, a copy of which is available on PG Group's website www.pggroup.co.za. Protection of personal information is important to the Supplier and yours or the Purchaser's personal information will not be shared with any competing affiliate of the Supplier. Stringent security measures are in place to safeguard against unauthorised access, alteration, or disclosure of your personal information.

The Purchaser confirms that the above information is correct and accurate and acknowledges that the above information can be relied upon by the Supplier in granting credit. The Purchaser acknowledges that credit facilities granted by the Supplier shall be at the sole discretion of the Supplier.

The Purchaser agrees to be bound by the terms and conditions set out on the reverse of this application.

For or on behalf of the Purchaser (signatory warranting authority):

Name Nicholas Grant Wareing Signature _____ Date 08.05.2026

ARC 2 Terms and Conditions

1. Definitions

- 1.1. **Agreement** – these terms and conditions and the Product Specification(s) and Warranty, if applicable.
- 1.2. **Delivery** - transfer of Products from the Supplier to the Purchaser by transportation or installation.
- 1.3. **Delivery Note** - the document presented to the Purchaser or its agent on Delivery of Products.
- 1.4. **Invoice** - the document issued by the Supplier setting out amounts owing for Products delivered to the Purchaser.
- 1.5. **Order** - any request for Products received by the Supplier.
- 1.6. **Order confirmation** – a communication generated by the Supplier by email, phone or otherwise setting out details of an order of Products which Supplier has agreed to supply to the Purchaser.
- 1.7. **Parties** – the Purchaser and the Supplier.
- 1.8. **Products** – all items manufactured in the medium of glass and allied products, accessories and consumables supplied by the Supplier to the Purchaser.
- 1.9. **Product Specification** – the document issued by the Supplier setting out the technical and functional requirements of the Product
- 1.10. **Purchaser** – the legal entity cited in the front page of this form or the party which the Supplier invoices together with any of its affiliates.
- 1.11. **Quotation** - a document issued by the Supplier containing an estimate of the purchase price of Products.
- 1.12. **Statement** – a document issued by the Supplier to the Purchaser consolidating a number of Invoices in a period of trading.
- 1.13. **Supplier** – the company/ies that invoice the Purchaser, comprising of any of the following: PG Group (Pty) Ltd inclusive of all divisions namely PFG Building Glass, Shatterprufe, PG Building Glass Solutions, PG Building Glass Processing, PG Glass; Primador South Africa (Pty) Ltd, Advanced Armour Glass (Pty) Ltd, LLumar Films (Pty) Ltd and/or Widney Transport Components (Pty) Ltd.
- 1.14. **Warranty** – the quality assurance subject to which all Products and services are supplied by the Supplier, a copy of which is available on the Supplier's website or on request.
- 1.15. **Warranty Claim** - a claim under the Warranty or the Product Specification or any other claim for product defect.

2. Application of these terms

Irrespective of any other term or condition in any other document including the Purchaser's documents or the Order, the Purchaser and Supplier agree that every supply of Products will be subject solely to this Agreement.

3. Specifications and promotional material

The Supplier warrants that all Products shall comply with the Product Specifications and no other representations, including oral representations, regarding the Products, whether in drawings, proposals, adverts, brochures, samples or other formats, issued by the Supplier or the Purchaser, may be relied on by the Purchaser for any purpose unless signed by the Supplier and made an Annexure to this Agreement.

4. Quotations and Orders

A Quotation or an Order will only become binding when the Supplier generates an Order Confirmation.

5. Suspended or cancelled supply

The Supplier will be entitled to suspend or refuse Delivery without the Purchaser having any recourse against the Supplier if products or components are not available from the Supplier's suppliers, or the Supplier does not receive any instructions required from the Purchaser; or there is insufficient capacity at the Supplier's facilities for the manufacture or processing of the Products; or the Supplier believes the Purchaser may not be willing or able to pay for the Products.

6. Delivery

- 6.1. The Supplier does not guarantee Delivery of the Products on any specific date. Other than in terms of clause 7, below, the Purchaser will have no claim against the Supplier for delays in Delivery, partial Delivery or non-Delivery and the Purchaser will not be entitled to cancel the order, refuse Delivery or to withhold any payment due to the Supplier.
- 6.2. If the Purchaser's employees or any third party participate in loading or offloading of the Products, such participation will be rendered to be at the sole risk of the Purchaser.
- 6.3. The Purchaser is required to inspect the Products within five business days of Delivery. The signature of any person at the premises at which the Products are delivered which appears on the Delivery Note will constitute evidence of the Delivery of all the Products described in the Delivery Note in full and in good condition, unless proved otherwise by the Purchaser.
- 6.4. If the Products are delivered by a transporter appointed by the Purchaser, the Purchaser indemnifies the Supplier against all claims arising out of the transportation of Products.
- 6.5. If the Purchaser fails to take Delivery of the Products when agreed risk in the Products will pass to the Purchaser and the Purchaser must, within ten business days of demand, pay all the Supplier's costs, including, without limitation, transportation, storage, demurrage and insurance etc.

7. Damaged or Missing Products

No claim against the Supplier for damaged or missing Products will be valid unless the Purchaser notifies the Supplier of the claim in writing within five business days of Delivery of the Products giving details of the nature and extent of the damage or missing items.

8. Product Quality and warranty

- 8.1. The Supplier warrants that Products will comply with the Product Specifications and Warranty (if any) and gives no other warranties whatsoever. The Purchaser waives any claim against the Supplier arising out of design or suitability of the Product or installation method, aesthetics, defects arising from improper transportation, storage, handling, installation, maintenance, cleaning or other abuse such as breakage, pitting or chipping and from deterioration from normal wear and tear.
- 8.2. No Warranty Claim will be valid unless the Purchaser notifies the Supplier within five business days of the defect manifesting in the Product or the date on which the Purchaser ought to have become aware of the defect, giving details of the nature and extent of the defect and the Supplier is afforded access to the Product for inspection, testing or repair purposes.
- 8.3. Should the Supplier accept a Warranty Claim, the Supplier will be obliged in full and final discharge of its obligations to the Purchaser, at the Supplier's discretion, to either supply replacement Products (Ex-Works) or repair the Product to conform to the Product Specification, without any further cost to the Supplier. These remedies will be the only remedies available to the Purchaser and the Supplier will not be liable on any other basis in law.
- 8.4. Under no circumstances will the Supplier be liable for consequential damages or indirect losses or penalties of any kind.
- 8.5. This warranty does not cover Products or components of Products supplied by Supplier but manufactured by a party other than the Supplier. The Supplier will however cede the manufacturer's warranty to the Purchaser, to the extent possible.

9. Returns

Under no circumstances will the Supplier be obliged to accept the return of Products other than as provided for in this Agreement. If the Supplier accepts a return of Products, the Supplier may deduct from the purchase price refundable to the Purchaser a handling fee of 10%. If the Supplier accepts the cancellation of an order or the return of Products manufactured for the Purchaser which the Supplier is unable to sell to another customer within ten business days, the Purchaser agrees to pay the full price of the Products.

10. Risk and Ownership

- 10.1. Unless agreed otherwise in writing by the Supplier, Products are supplied Ex Works and loaded, transported, and offloaded at the Purchaser's risk and the Purchaser will be required to obtain insurance.
- 10.2. The Purchaser will only become the owner of the Products when the Supplier receives payment of the purchase price in full.
- 10.3. The Purchaser undertakes to inform the Supplier immediately of any attempt by any third party to claim, seize, retain possession of or execute against the Products prior to ownership transferring to the Purchaser.
- 10.4. The Purchaser undertakes to inform the landlord of any premises where Products are stored prior to the Purchaser paying, of the Supplier's ownership of the Products.
- 10.5. Where Products are installed or used in the property of a third party, the Purchaser hereby cedes to the Supplier all its rights under any lien.

11. Price

- 11.1. Unless otherwise agreed in writing and signed by the Supplier:
 - 11.1.1. Products are supplied subject to the Supplier's current price ruling on the date upon which the Products are delivered to the Purchaser, less any discounts authorised by the Supplier in writing;
 - 11.1.2. All prices are specified Ex Works and are strictly net of value added tax, or any other ancillary cost, charge or impost such as packaging, carriage or freight costs.

- 12. Payment**
- 12.1. The Purchaser agrees to pay the full purchase price of Products without any deduction, exchange or set-off or by electronic transfer, into the account nominated by the Supplier.
- 12.3. Under no circumstances shall any payment be deemed to have been received by the Supplier, until the Supplier is actually in possession thereof, if in cash, or irrevocably cleared to the credit of the Supplier on the Supplier's bank account, if by other means.
- 12.4. If the Purchaser disputes any Invoice or Statement, the Purchaser undertakes to pay for all Products not disputed on the terms granted to the Purchaser on due date.
- 12.5. The Supplier shall be entitled to allocate any payment received from the Purchaser to any indebtedness which the Purchaser may owe to the Supplier or its affiliates or realise any security held by the Supplier and use the proceeds towards payment of any amount due by the Purchaser.
- 12.6. Should the Supplier require, the Purchaser will pay to the Supplier, on demand, interest compounded monthly in arrears on any amount not paid on due date in terms of this Agreement at the maximum legal rate, or at the Supplier's election the Prescribed Published Rate of interest, from the due date of payment until payment is received in full by the Supplier.
- 12.7. Should the Purchaser not have made payment of any amount due on the due date, all amounts owing to the Supplier will become immediately due and payable by the Purchaser and the Supplier reserves the right to withhold supply of Products not yet delivered until full payment is received.
- 14. Name, Trade and other markings**
- The Purchaser will not in any manner use any name, trademark, logo or other intellectual property belonging to or used by the Supplier, without the prior written permission of the Supplier.
- 15. Termination**
- Without prejudice to any other right which the Supplier may have against the Purchaser, if the Purchaser breaches any of the terms of this Agreement and fails to remedy the breach within five business days or in the event of failing to pay any amount to the Supplier on due date fails to remedy the breach within 24 hours of receipt of a written notice from the Supplier requesting the Purchaser to do so; ceases carrying on business, dies or is placed under business rescue; or is provisionally or finally sequestered or surrenders or makes application to surrender his estate; or being a partnership, the partnership is terminated or sequestered; or has a judgment recorded against it which remains unsatisfied for a period of seven business days; or compromises or attempts to compromise generally with any of the Purchaser's creditors; the Supplier may elect to treat as immediately due, owing and payable all outstanding amounts due or owing or which will become payable by the Purchaser; cease performance of the Supplier's obligations; cancel this Agreement and/or retake possession of any of the Products not paid for in full by the Purchaser.
- 16. Legal proceedings**
- 16.1. This Agreement will be regulated exclusively by South African law and legal proceedings will be adjudicated by the High Court in Johannesburg, unless otherwise agreed by the Parties.
- 16.2. If the Purchaser breaches this agreement, the Purchaser will be liable for the actual legal costs incurred by the Supplier in enforcing this Agreement.
- 16.3. A certificate signed by any manager or director of the Supplier, whose appointment will not require proof, stating the Purchaser's indebtedness, including interest at the given date, shall be sufficient proof of the amount and validity of such indebtedness to the Supplier for the purpose of all legal proceedings instituted by the Supplier against the Purchaser, unless proved otherwise by the Purchaser.
- 17. Communications**
- All legal notices and communications between the parties sent in writing to the contact details in this form which are chosen as the domicilium address, if sent by pre-paid registered post will be deemed to have been received ten business days after posting, if delivered by hand on the date of delivery or if emailed on date of transmission unless such date is not a business day, in which event it shall be deemed to have been received on the following business day, unless the contrary is proved.
- 18. Events beyond control**
- The Supplier will not be liable for any failure or delay in performing its obligations caused by the occurrence of any event beyond its reasonable control and affecting its performance.
- 19. Confidentiality**
- The Purchaser undertakes not to divulge or allow to be divulged by its employees, representatives, consultants or agents without the prior written consent of the Supplier, any information belonging to the Supplier which is not freely and publicly available, the unauthorised disclosure of which could cause harm or disadvantage to the Supplier.
- 20. Sustainability**
- The Supplier supports the Sustainability Development Goals set by the United Nations General Assembly in order to promote economic, social and environmental wellbeing and responsible governance, which are incorporated into the Supplier's Corporate Social Responsibility Policy. As a condition of doing business with the Supplier, the Purchaser undertakes to not in any manner infringe the Corporate Social Responsibility Policy, a copy of which is available on request or on the Supplier's website.
- 21. General Terms**
- 21.1. The Purchaser shall not be entitled to cede its rights or delegate any of its obligations under this Agreement without the prior written consent of the Supplier.
- 21.2. No indulgence, extension of time, relaxation or latitude which either party may give the other party will be a waiver by the former party of its rights.
- 21.3. This Agreement will be binding on each parties successors in title or assigns.
- 21.4. The Supplier will not be liable to the Purchaser for any consequential damages or loss of profits.
- 21.5. No amendment, novation, or cancellation of any or all of these terms will be valid unless in writing and signed by both parties.
- 21.6. No warranties or representations made by the Supplier will be binding unless contained in this Agreement.
- 21.7. All rights which the Purchaser, if a consumer, may have in terms of the Consumer Protection Act remain enforceable and this Agreement will be deemed to have been amended to the extent required to give effect to these rights.
- 21.8. Any unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement shall continue in force.
- 22. Signatory/ies**
- The person signing on behalf of the Purchaser warrants that s/he is duly authorised to represent and bind the Purchaser to this Agreement, that all information given to the Supplier is correct and accurate.