



# EVIDENCE OF PHYSICAL PRESENCE

## SOUTH AFRICA

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Notice of Incorporation

Companies and Intellectual  
Property Commission  
a member of the dti group

**COR 14.1**

Registration Number: K2019228336  
Enterprise Name: AUTOMOTIVE CONSULTANTS SA



Tracking Number: 9176884058



Customer Code: CGSWKZ

**INCORPORATOR DETAILS**

Full Name: **GRAMANY GOVINDRAJ MOONUSAMY**  
Identity / Registration No: **6611175118080**  
Postal Address: **P O BOX 19034, DORMERTON, DURBAN, KWA-ZULU NATAL, 4015**

1. The incorporators have incorporated a juristic person to be registered as at:

**Private Company**

2. The incorporation of the company is to take effect on:

**09 May 2019**

3. The company's first financial year will end on:

**February**

4. The company's registered office address is:

Postal Address  
**P O BOX 19034, DORMERTON,  
DURBAN, KWA-ZULU NATAL, 4015**

Physical Address  
**UNIT 6 RIVER GARDENS, 172  
PREMARY RIDGE, RESERVOIR HILLS,  
KWA-ZULU NATAL, 4091**

5. Number of initial director(s) of the company as listed in Annexure A

**1**

6. The company name is:

**AUTOMOTIVE CONSULTANTS SA**

7. The company's Memorandum of Incorporation, attached in form CoR 14.1  
has no provisions of the type contemplated in section 15(2)(b) or (c).

I declare that the information in this application is true. If I am not the Applicant, I declare  
that the Applicant has authorised me to make this application.

Signature

Date

Certificate issued by the Commissioner of Companies & Intellectual  
Property Commission on Thursday, May 9, 2019 at 13:56



Companies and Intellectual  
Property Commission  
a member of the dtg group

Notice of Incorporation

**COR 14.1A**

Registration Number: K2019228336  
Enterprise Name: AUTOMOTIVE CONSULTANTS SA



Tracking Number: 9176884058



Customer Code: CGSWKZ

INITIAL DIRECTOR DETAILS

Full Name	Occupation	ID Number / Date of Birth & Country	Appoint. Date	Cellphone Number	Address
GRAMANY, GOVINDRAJ MOONISAMY		6611175118080 South Africa	09/05/2019	0743580609	Postal: P O BOX 19034, DORMERTON, DURBAN, KWA-ZULU NATAL, 4015  Residential: UIT 6 RIVER GARDENS, 172 PEMARY RIDGE, RESERVOIR HILLS, KWA-ZULU NATAL, 4091

*The incorporators confirm that each person named above has consented to being  
appointed in terms of section 66(7)(b) as a director of the company, whose Memorandum  
of Incorporation is attached.*

09 MAY 2019

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act,  
2008 (Act No. 71 of 2008).





**COR14.3: Registration Certificate**

Registration Number: 2019 / 228336 / 07  
Enterprise Name: AUTOMOTIVE CONSULTANTS SA

**ENTERPRISE INFORMATION**

Registration Number: 2019 / 228336 / 07  
Enterprise Name: AUTOMOTIVE CONSULTANTS SA  
Registration Date: 09/05/2019  
Business Start Date: 09/05/2019  
Enterprise Type: Private Company  
Enterprise Status: In Business  
Financial Year End: February  
TAX Number: 9190034240

**Addresses**

**POSTAL ADDRESS**

P O BOX 19034  
DORMERTON  
DURBAN  
KWA-ZULU NATAL  
4015

**ADDRESS OF REGISTERED OFFICE**

UNIT 6 RIVER GARDENS  
172 PREMARY RIDGE  
RESERVOIR HILLS  
KWA-ZULU NATAL  
4091

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names	Type	ID Number / Date of Birth	Appointment Date	Addresses
GRAMANY, GOVINDRAJ MOONUSAMY	Director	6811175118090	09/05/2019	Postal: P O BOX 19034, DORMERTON, DURBAN, KWA-ZULU NATAL, 4015  Residential: UNIT 6 RIVER GARDENS, 172 PREMARY RIDGE, RESERVOIR HILLS, KWA-ZULU NATAL, 4091

09 MAY 2019





Memorandum of Incorporation

**COR 15.1A**

Registration Number: K2019228338  
Enterprise Name: AUTOMOTIVE CONSULTANTS SA



Tracking Number: 9176884058



Customer Code: CGSWKZ

MEMORANDUM OF INCORPORATION  
OF  
AUTOMOTIVE CONSULTANTS SA

which is a private company, has at least 1 directors(s), 1 incorporators and 0 alternate director(s), is authorised to issue no more than 1 000.00 share(s) of a single class of shares as described in Article 2, and is referred to in the rest of this Memorandum of Incorporation as "the Company".

In this Memorandum of Incorporation -

- a) a reference to a section by number refers to the corresponding section of the Companies Act 2008;
- b) words that are defined in the Companies Act, 2008 bear the same meaning in this Memorandum as in that Act.

**Adoption of Memorandum of Incorporation**

This Memorandum of Incorporation was adopted by the incorporators of the Company, in accordance with section 13 (1), as evidenced by the following signatures made by each of them, or on their behalf.

Full Name of Incorporator	ID or Passport Number	Cellphone Number	Email Address	Address
GRAMANY, GOVINDRAJ MOONUSAMY	6511175118080	0743580809	DURBAN@PTY-ONLINE.CO.ZA	Postal: P O BOX 19034, DORMERTON, DURBAN, KWA-ZULU NATAL, 4015

*G. M. Gramany*

Signature

09 MAY 2019

Date

Residential: LOT 6 RIVER GARDENS,  
172 PEMARY RIDGE, RESERVOIR  
HILLS, KWA-ZULU NATAL, 4091



**Certificate issued by the Companies and Intellectual Property Commission  
on Thursday, May 09, 2019 12:56  
Registration Certificate**



Registration number 2019 / 228336 / 07

Enterprise name AUTOMOTIVE CONSULTANTS SA (PTY) LTD

Enterprise shortened name NOT APPLICABLE

Enterprise translated name NOT APPLICABLE

Registration date 09/05/2019

Business start date 09/05/2019

Enterprise type PRIVATE COMPANY

Enterprise status IN BUSINESS

Financial year end FEBRUARY

Type of MOI STANDARD (COR15.1A)

Main business/main object BUSINESS ACTIVITIES NOT RESTRICTED.

Postal address P O BOX 19034  
DORMERTON  
DURBAN  
KWA-ZULU NATAL  
4015

Address of registered office UNIT 6 RIVER GARDENS  
172 PRIMARY RIDGE  
RESERVOIR HILLS  
KWA-ZULU NATAL  
4091

The Companies and Intellectual Property Commission of South Africa  
P.O. Box 429, Pretoria, 0001, Republic of South Africa  
Docex 256, Pretoria  
Contact centre 086 100 2472  
[www.cipc.co.za](http://www.cipc.co.za)



**Certificate issued by the Companies and Intellectual Property Commission  
on Thursday, May 09, 2019  
Registration Certificate**



**Registration number** 2019/228336/07  
**Enterprise name** AUTOMOTIVE CONSULTANTS SA (PTY) LTD

**Auditors**

**Directors**

Surname and first names	Status	ID number or date of birth	Director type	Appointment date	Addresses
GRAMANY, GOVINDRAJ MOONUSAMY	ACTIVE	661175118060	DIRECTOR	09/05/2019	Postal P O BOX 19034, DORMERTON, DURBAN, KWA-ZULU NATAL, 4015 Residential UIT 6 RIVER GARDENS, 172 PEMARY RIDGE, RESERVOIR HILLS, KWA-ZULU NATAL, 4091

The Companies and Intellectual Property Commission of South Africa  
P.O. Box 429, Pretoria, 0001, Republic of South Africa  
Docex 256, Pretoria  
Contact centre 086 100 2472  
[www.cipc.co.za](http://www.cipc.co.za)



## COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

### FORM COR 14.3 - REGISTRATION CERTIFICATE

Issue date: 09/05/2019  
Print date: 09/05/2019  
Customer code: CGSWKZ  
Tracking number: 9176884058

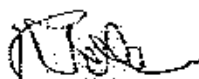
**Concerning:**

**AUTOMOTIVE CONSULTANTS SA (Pty) Ltd 2019/228335/07**

The above company has been registered in terms of section 14 of the Companies Act, 2008.

In accordance with the Notice of Incorporation, the registration of the company takes effect on 09/05/2019.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).



**Commissioner: CIPC**

#### About this Notice

This Notice is issued in terms of section 14 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011. If the Commission has altered the name of the company, in terms of section 14 (2) (b), the company may file an amended Notice of Incorporation to change the name. If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

The Companies and Intellectual Property Commission of South Africa  
P.O. Box 429, Pretoria, 0001, Republic of South Africa  
Docex 258, Pretoria  
Contact centre 086 100 2472  
[www.cipc.co.za](http://www.cipc.co.za)







**CONTRACT**

**BETWEEN**

**EAA COMPANY LIMITED (EAA)**

**AND**

**AFRICA VEHICLE INSPECTIONS (PTY) LTD (AVI)**

**FOR**

**PROVISION OF SERVICES**

**FOR**

**PRE-SHIPMENT ROAD WORTHINESS INSPECTION SERVICES FOR USED  
MOTOR VEHICLES EXPORTED FROM SOUTH AFRICA TO ZAMBIA  
(and additional Countries as mutually agreed)**

**August, 2022**

## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 5<sup>th</sup> day of the month of August, 2022, between, on the one hand, **EAA Company Limited (EAA)**, a used vehicle pre-shipment inspection specialist and having its principal place of business at **1-20-5-101 Rinkan, Yamato City, Kanagawa, 242-0003 Japan. Telephone: +81 46 205 7611, Facsimile number: +81 46 205 7610, Electronic mail address: info@eaa-s.jp** and the Service Provider under this Contract, namely, **Africa Vehicle Inspections (PTY) Ltd**, having its principal place of business at **121 Morewood Road, Clare Estate, Durban, South Africa.**

- (a) EAA has requested the Service Provider (AVI) to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider (AVI), having represented to EAA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Road worthiness Inspection Services on the terms and conditions set forth in this Contract at a contract price of:

Zambia – Rand1,000 per vehicle (regardless of size or type).

*Additional Countries as may be approved for pre-shipment inspection from South Africa will be added as an addendum as/when appropriate*

NOW THEREFORE the parties hereto hereby agree as follows:

1. The mutual rights and obligations of EAA and the Service Provider (AVI) shall be as set forth in the Contract, in particular:
  - (a) the Service Provider (AVI) shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) EAA shall make payments to the Service Provider in accordance with the provisions of the Contract.
  - (c) Both parties agree that this contract will auto renew on a yearly basis notwithstanding any specific contract clauses relative to Section III (General Conditions of Contract) A (2).

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **EAA Company Limited**

Director – Lee Sayer  
Authorized Representative


EAA Company Limited witness

Prosper Sugai  
Name:

Director  
Position:

.....  
  
Signature:

For and on behalf of **Africa Vehicle Inspections (PTY) Ltd**

.....  
Name: SANDY EDWARD  
Authorized Representative

.....  
Position: DIRECTOR

Signature: Edward

Africa Vehicle Inspections (PTY) Ltd witness

NIREN SINGH  
Name:

ADMIN  
Position:

.....  
  
Signature:


## Part II – Activity Schedule

### 1. Pricing

The pricing under the contract will relate to the pre-shipment road worthiness inspection of used motor vehicles to be exported from South Africa to Uganda, Zambia and Zimbabwe (and all other African Countries as mutually agreed). The agreed inspection fee paid to AVI per country will be as follows:

Zambia : R1,000 (incl. vat)

### 2. Scope

The Service Provider shall be responsible for undertaking, on behalf of EAA, testing of all used motor vehicles for roadworthiness as described in the Appendix A herein: Inspection and testing of used motor vehicles for road worthiness.

### 3. Inspection for the performance characteristics

The following process is to be followed:

1. Inspection of Used Motor Vehicles by AVI to be conducted in line with the South Africa Government periodic vehicle inspections (official check sheet attached).
2. A selection of photographs to be provided by AVI (as indicated in attached appendix).
3. Copy of the official vehicle registration document is to be provided to EAA.
4. EAA window sticker to be placed on each inspected and passed vehicle by AVI.
5. All documentation to be emailed directly to EAA for data entry.
6. Original certificate will be printed by AVI and couriered to the Exporter (except for Kenya Certificates which are pdf e-certificates).

## Section III. General Conditions of Contract

### A. General Provisions

- 1.1 Applicable Law** The Contract shall be interpreted in accordance with the laws of South Africa.
- 1.2 Language** This Contract has been executed **English**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.3 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.4 Location** The Services shall be performed within South Africa.
- 1.5 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the EAA or the Service Provider (AVI) may be taken or executed by the officials **specified in the SCC**.
- 1.6 Inspection and Audit** The Service Provider shall permit EAA to inspect its inspection records relating to the performance of the Services.
- 1.7 Taxes and Duties** The Service Provider (AVI), Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

### 2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Starting Date** The Service Provider (AVI) shall start carrying out the Services no later than thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**, or mutually agreed between both parties.



**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

**2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.6 Termination**

**2.6.1 By EAA** EAA may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider

**2.6.2 By the Service Provider (DDA)** The Service Provider (AVI) may terminate this Contract, by not less than sixty (60) days' written notice to EAA.

**3. Obligations of the Service Provider**

**3.1 General** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider (AVI) shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the EAA, and shall at all times support and safeguard EAA's legitimate interests in any dealings with Subcontractors or third parties.

**3.2 Confidentiality** The Service Provider (AVI), its Subcontractors, and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the EAA's business or operations without the prior written consent of the Employer.

**3.3 Reporting  
Obligations**

The Service Provider (AVI) shall submit to EAA the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**4. Obligations of the Employer**

**4.1 Services**

EAA shall make available to the Service Provider (AVI) all documentation and support material required to carry out the Services as listed within this contract.

**5. Payments to the Service Provider**

**5.1 Contract Price** (a) The price payable in local currency is **set forth in the SCC.**

B

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## Section IV. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<i>i.</i> The contract price is as shown in the table referred to below: <b>The price per vehicle exclusive of taxes:</b> Refer Part II Activity Schedule (Pricing) on page 4 of this document
1.1(b)	The Member in Charge for EAA is: Lee Sayer (Director)
1.1(c)	The Service Provider is Africa Vehicle Inspections (Pty) Ltd (AVI)
2.1	The date this Contract shall come into effect is 6 <sup>th</sup> August, 2022
2.2	The date for the commencement of Services is 6 <sup>th</sup> August, 2022
3.1	Payments shall be made according to the following schedule:  AVI will collect the full inspection fee (in Rand) and pass to EAA the balance after agreed service fee per vehicle has been deducted, at the end of each month or as agreed (schedule of Country fees will be advised).
3.2	No minimum monthly volume applies at contract commencement, however this to be reviewed and mutually agreed at a date 6 months from start of contract.
4.1	The principle and modalities of auditing of the Services by the EAA are as follows: Testing stations shall be audited at least once a year.

### GOOD FAITH

The parties undertake to act in good faith with respect of each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

### OPERATION OF THE CONTRACT

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. A formal review of the operations shall take place every six (6) months.

### COVERAGE OF THE CONTRACT

The geographical coverage of this contract shall include all of South Africa (or as mutually agreed).

### EXCLUSIVITY

EAA will provide Africa Vehicle Inspections (Pty) Ltd with an exclusive contract in South Africa for provision of these services mentioned within this contract (or as mutually agreed in writing)



AFRICA VEHICLE INSPECTIONS (AVI) – EAA COMPANY LIMITED SUB-CONTRACTOR  
AFRICA VEHICLE INSPECTIONS (PTY) LTD – 121 MOREWOOD RD, CLARE ESTATE, DURBAN STH AFRICA  
(ORIGINAL ADDRESS UNIT 6 RIVER GARDENS, 172 PREMARY RIDGE, NATAL, 4091 ST AFRICA)  
TEL: +27 66 4242920 EMAIL: [info@eaa-s.com](mailto:info@eaa-s.com) or [info@zavi.co.za](mailto:info@zavi.co.za)  
OFFICE IS RUN FROM AVI PRIVATE RESIDENCE – PROPERTY IS OWNED BY AVI

