

APPLICATION FOR CREDIT

The customer furnishes the following information in support of an application for the extension of credit by the Company to the Customer.

1. Trading Name and Address of Customer :

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.....
.....

2. Registered Name and Address of Customer :

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.....
.....

3. A.B.N. A.C.N.

4. Branch Office (if applicable) :

5. Address to which Statements should be sent :

.....
.....

6. Telephone # Fax #

7. Contact Name : Phone #

8. Email:

Can statements be sent via email Yes ☐ No ☐

9. Style of Trading (please circle one) :

Sole Trader

Company

Partnership

10. Details of all Directors, Partners or Sole Trader :

Name	Residential Address	Capacity

11. Principle Banker :

Name :

Branch :

Type of Account

A/C Number

1

1

2

2

3

3

12. Terms of Credit:

❖ Standard Terms 30days E.O.M

❖ As per clause 1.2 we reserve the right to charge interest on overdue Accounts.

13. Brief Description of Business Activities of Customer and Length of Time in Present Business :

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

14. Credit Required :

Total Limit \$

Estimated Per Month \$

15. Trade References :

(a) **Name of Business**
Address
Telephone **Fax**

(b) **Name of Business**
Address
Telephone **Fax**

(c) **Name of Business**

Address

Telephone **Fax**

16. Where the Customer is a Sole Proprietor/Partner, complete the following details :

Residential Address

Name of Registered Owner of Residence

The Customer warrants to the Company that :

- (a) the above information is true and correct in all respects and the Customer acknowledges and agrees that if credit is extended to it, it will be bound by all the standard terms and conditions of the Company as set out in the attached Trading Terms and Conditions, which standard terms and conditions have been read and understood by the Customer; and
- (b) where the customer is a company, the person signing the Credit Application is duly authorised by the Board of Directors of the Customer to sign the Credit Application on behalf of the Customer and to bind the credit of the Customer.

In accordance with the Privacy Act 1988, the Customer acknowledges and agrees that the company may apply to any trade references or banks named in the this Credit Application and that such trade references or banks shall be authorised to give the Company all information concerning the Customer's personal or business credit arrangements for the purposes of the Company assessing the Customer's application for credit. Such information will include all such information which credit providers are allowed to give or receive from each other under the Privacy Act, including information concerning the Customer's credit worthiness, credit standing, credit history and credit capacity.

.....
Signature

.....
Full Name of Signatory

.....
Position of Signatory

.....
Witness Signature

.....
Full Name of Witness

.....
Position of Witness

.....
Date

OR, IF COMPANY, INSERT THE
COMMON SEAL OF THE COMPANY

To be completed by all Proprietary Limited (Pty. Ltd.) Companies

IN CONSIDERATION of you granting or giving credit accommodation to
(Applicant)

hereinafter called 'the Company' with its registered office at.....

and forbearing for the time being to sue such Company for the recovery to monies owing by it to you, WE

Full Name

Private Address

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

Directors of the said Company and each of us and every two or more of us HEREBY jointly and severally for ourselves and our respective Executors or Administrators GUARANTEE to you payment on demand in writing from us or any one of us or any of our representatives of all monies which are now or may at any time be owing to you by the Company AND IN CONSIDERATION as aforesaid WE FURTHER AGREE that this guarantee shall be a continuing guarantee and shall no be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time or times hereafter of any sum or sums of money for the time being due to you as aforesaid or by any settlement of account or by any other matters or thing whatsoever but shall extend to cover and be security for all sums of money at any time due to you as aforesaid notwithstanding any such payment liquidation settlement of account or other matter or thing whatsoever and that in the event of any payment being made to you by or on behalf of the company and avoided by any statutory provision that payment shall be deemed not to have discharged the liability of any of us and in the event of such payment being so avoided the parties hereto are restored to the rights which each respectively would have had if the payment had not been made and that this guarantee shall not be determined by the death of us or any of us or by notice of such death or deaths and that you may grant any time or other indulgence to the Company at any time without affecting the liability of us or any of us under this guarantee and that a certificated signed by any person who is for the time being a secretary or director of any of your companies which relies on this agreement stating the amount due to such company by the Company shall be prima facie evidence of the fact and each of us agrees that he or she will not object to the admissibility of such certificate in the legal proceedings.

DATED this day of200.....

Witness Name	Directors Name
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Witness Signature	Directors Signature
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Occupation

Address

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Witness Name	Directors Name
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Witness Signature	Directors Signature
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Occupation

Address

.....

Witness Name	Directors Name
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Witness Signature	Directors Signature
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Occupation

Address

.....

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. The Purchase price of the Goods shall be paid to the Seller in cash, without deductions, within 30 (thirty) days of delivery of the goods to the Purchaser
- 1.2. In respect of any unpaid balance remaining owing after the due date for payment thereof, the Seller shall have the right to charge interest, compounded monthly, at the rate of 1.5% per month until payment is received in full.
- 1.3. If the full purchase price for the Goods is not received by the Seller on the due date for payment thereof, the Seller shall have the right, in addition to its other rights at law and under this document to retake possession of the Goods and if the Purchaser has sold the Goods, the Seller shall be entitled to trace the proceeds of the sale of the Goods by the Purchaser.

2. DELIVERY

- 2.1. The Seller will use its best efforts to deliver the Goods (and install them if expressly agreed to) on the date agreed to with the Purchaser, or if no date is stated, within reasonable time. The Seller shall not be liable for any loss or damage of any kind caused to the Purchaser arising from the late delivery or installation of the Goods.
- 2.2. Where the purchaser collects the Goods or arranged for delivery by the Purchaser's agent, then all risk in and to the Goods shall pass to the Purchaser upon removal of the Goods from the Seller's premises.
- 2.3. If the Purchaser unduly delays delivery or installation of the goods, the Seller may cancel the order provided that the Seller shall first have given to the purchaser 14 (fourteen) days written notice of the Seller's intention so to cancel the order. In the event of cancellation, the Seller shall not be liable to the Purchaser for any reason whatsoever, including any loss purported to be suffered by the Purchaser.

3. TITLE

- 3.1. Notwithstanding delivery of the Goods to the Purchaser, title to each and every item of the Goods shall pass to the Purchaser only on the date of payment for such Goods in full and in the case of payment by cheque, upon such cheque being honoured upon presentation.

4. WARRANTY

- 4.1. In the case where the Goods have been manufactured by the Seller, the Seller warrants that the goods will be free from defect due to faulty workmanship or materials for a period of 6 (six) months from date of delivery of the Goods provided that:
 - 4.1.1. the defect has not arisen from ill-treatment or neglect of the Goods;
 - 4.1.2. any spare parts or accessories used have been approved by the Seller or are permissible according to the instructions of the Goods;
 - 4.1.3. the Goods have been serviced where necessary by the Seller or any approved agent of the Seller; and
 - 4.1.4. the Goods have been used for the purposes intended and in accordance with the instructions relating thereto.
- 4.2. Where the Seller has not manufactured the goods, the warranty of the manufacturer of the Goods is accepted by the Purchaser as the sole warranty given to the Purchaser.

5. LIMITATION OF LIABILITY

- 5.1. In all cases (except where such limitation is prohibited by law), the Seller's liability to the Purchaser regarding the sale of the Goods and the supply of any services in connection therewith shall be limited to, at the Seller's discretion but in each case at the Seller's own cost:
 - 5.1.1. the replacement of the Goods with equivalent goods; or
 - 5.1.2. the repair of the Goods; or
 - 5.1.3. payment of the cost to the Purchaser of either 5.1.1 or 5.1.2
- 5.2. Except as provided for in any law, the Seller shall under no circumstances be liable for any consequential loss to any party arising from the sale of the Goods and the supply of any services in connection therewith.

6. VARIATION IN WRITING

- 6.1. No variation of any of the terms contained herein shall be of any force or effect unless in writing and signed by both parties.