

# PRO PC cc

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BRANCH:  REP:  DOC:

## APPLICATION FOR CREDIT FACILITIES AND AGREEMENT

We \_\_\_\_\_ (“THE CUSTOMER”)

HEREBY MAKE APPLICATION FOR CREDIT FACILITIES FOR THE OPENING OF AN ACCOUNT WITH

### PRO PC CC

Registration No: 1999/65162/23

#### SECTION A: (TO BE COMPLETED BY ALL APPLICANTS)

Registered company  
Close Corporation  
Sole Proprietor  
Partnership

ALSO COMPLETE SECTION B  
ALSO COMPLETE SECTION B  
ALSO COMPLETE SECTION C  
ALSO COMPLETE SECTION C

In support of the application, the following information is furnished:

#### SECTION A - GENERAL

Full legal name of business: \_\_\_\_\_

Trading name (if different): \_\_\_\_\_

Physical address & domicilium in terms of clause 12: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Telephone no: \_\_\_\_\_ Fax no: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Website address: \_\_\_\_\_

Date business established: \_\_\_\_\_

#### AUTHORISED BUYERS DETAILS

Name: \_\_\_\_\_ Telephone no: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Fax no: \_\_\_\_\_

## SECTION A - FINANCIAL & BANKING DETAILS

Amount of credit requested: \_\_\_\_\_ Accounts contact person: \_\_\_\_\_

Bankers: \_\_\_\_\_

Branch: \_\_\_\_\_ Account no: \_\_\_\_\_

Type of account:      Current            Savings      Other

Year account opened: \_\_\_\_\_

If less than 3 years, previous banking details: \_\_\_\_\_

Bank telephone no: \_\_\_\_\_

## SECTION A – TRADE REFERENCES

| Name | Contact No | Contact Person |
|------|------------|----------------|
|      |            |                |
|      |            |                |
|      |            |                |

## SECTION B: (REGISTERED COMPANY OR CLOSE CORPORATION)

Registered address: \_\_\_\_\_

Company/Close Corporation registration no: \_\_\_\_\_

Company VAT Registration Number: \_\_\_\_\_

**\* NB: PLEASE SUPPLY COPY OF COMPANY REGISTRATION CERTIFICATE.**

Date of incorporation: \_\_\_\_\_

Holding company: \_\_\_\_\_

### Details of directors of the company/Members of the close corporation

| Full Names | Identity Number | Residential Address | Home Telephone No |
|------------|-----------------|---------------------|-------------------|
|            |                 |                     |                   |
|            |                 |                     |                   |
|            |                 |                     |                   |

## SECTION C: (PARTNERSHIP OR SOLE PROPRIETOR)

Date of commencement of business: \_\_\_\_\_

Nationality if not South African: \_\_\_\_\_

### Details of partners or proprietor

| Full Names | Identity Number | Residential Address | Home Telephone No |
|------------|-----------------|---------------------|-------------------|
|            |                 |                     |                   |
|            |                 |                     |                   |
|            |                 |                     |                   |
|            |                 |                     |                   |

**WARRANTY**

The customer warrants that the Company is not trading in insolvent circumstances and that its financial situation is such that there is no danger of it not being able to timeously settle its account in terms of the credit facility provided for herein. The customer warrants that from the date of signature hereof, the customer will not incur liabilities other than in the ordinary course of business, nor will it dispose of the major part of its assets, without prior notice to the Company, as long as these credit facilities are made available to it, irrespective of whether or not any amounts are outstanding at the time. The customer also undertakes to inform the Company in writing should its financial situation change adversely to any material degree after date of signature hereof.

The customer hereby agrees to be bound by the terms and conditions specified herein and agrees that all transactions concluded with the Company shall be subject to the terms specified herein.



**SURETYSHIP**

In the event of the customer being a company, close corporation or other legal entity the signatory on behalf of the company, close corporation or entity (hereinafter referred to as "the surety") by his signature to this application, binds himself as surety for and co-principal debtor to the company for and on behalf of the customer for the due performance by the customer of all its obligations to the company arising from any cause whatsoever and whether presently due, owing and payable or becoming due, owing or payable in the future. The surety acknowledges that the suretyship created herein is a continuing covering suretyship.

**SIGNATURE:** \_\_\_\_\_

**FOR AND ON BEHALF OF THE CUSTOMER BEING DULY AUTHORISED HERETO**

**Full name of signatory:** \_\_\_\_\_

**Capacity of signatory:** \_\_\_\_\_

**Date of signature:** \_\_\_\_\_

**Place of signature:** \_\_\_\_\_

**As witness:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

CONFIDENTIAL

## TERMS OF AGREEMENT

- 1 In these terms:
- 1.1 "the Company" means PRO PC CC cc their successors in title and assigns
- 1.2 "the Customer" means any person on whose request or on whose behalf the Company undertakes any business or provides any advice, information or services and includes the Applicant for Credit Facilities:
- 1.3 "security" means any deposit, guarantee, undertaking, suretyship, cession, lien, pledge, mortgage bond, notarial bond or other security furnished by the Customer to one or more of the companies jointly referred to as the Company or held against the Customer by one or more of such companies and includes any amount standing to the credit of the Customer's account with one or more of such companies.
- 2 These terms represent the entire agreement between the Company and the Customer and shall govern all future dealings between the Company and the Customer and shall be applicable to all debts, which the Customer may owe to the Company prior to the Customer's signature hereto (irrespective of whether or not credit facilities are granted).
- 2.1 The standard trading terms and conditions of the Company are incorporated into this agreement.
- 3 No amendment and/or alteration and/or variation and/or deletion and/or cancellation of these terms, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, add or cancel these terms shall be of any force and effect unless reduced to writing and signed by a director of the Company. No warranties, representation or guarantees have been made by the Company or on its behalf, which may have induced the Customer to sign this document.
- 4 Should any amount not be paid by the Customer on due date or should the Customer breach any of these terms, then the whole amount in respect of goods delivered by the Company to the Customer shall become due, owing and payable and the Customer shall be liable to pay interest in respect of amounts unpaid as at the due date at the compound rate of 2% above the prime overdraft lending rate of the Company's bankers on all overdue amounts from due date until date of payment.
- 5 The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to the Company for goods delivered unless the Company has in each specific instanced otherwise agreed to same in writing.
- 6 Should credit facilities be granted, the nature and extent of such facilities shall be notified to the Customer in writing. The Company reserves the right to withdraw any credit facilities at any time without prior notice and the nature and extent of such facilities shall at all times be in the Company's sole discretion.
- 6.1 The Customer understands that the personal information given in the credit application form is to be used by the Company for the purposes of assessing credit worthiness. The Customer confirms that the information given in the credit application form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information.
- 6.2 The Company has the Customer's consent at all times to contact and request information from any person, credit bureau or business, including those mentioned in the credit application form in which these terms and conditions are contained and to obtain any information relevant to the Customer's credit assessment.
- 6.3 The Customer agrees and understands that information given in confidence to the Company by a third party on the Customer will not be disclosed to the Customer.
- 6.4 The Customer hereby consents to and authorises the Company at all times to furnish personal and credit information concerning the Customer's dealings with the Company to a credit bureau and to any third party seeking a trade reference regarding the Customer in its dealings with the Company.
- 7 The Customer agrees that any security as may be furnished by the Customer from time to time shall be freely assignable and transferable within and between the companies jointly referred to as the Company and hereby consents to any such assignment or transfer and undertakes to sign any documentation as may be required in connection therewith.
- 8 Regardless of the place of execution hereof or performance pursuant hereto or domicile of the Customer, this agreement and all modifications and amendment hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.
- 9 The Company shall, at its option and notwithstanding that the amount of its claims or the nature of relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.
- 10 A certificate under the hand of any director or manager of the Company in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that services were rendered and/or goods delivered and/or the amount or rate of interest payable by the Customer, shall be prima facie evidence of the Customer's indebtedness to the Company and prima facie evidence of the rendering of such services/and or delivery of such goods.
- 11 The Customer shall be prevented from raising any objection or claim relating to any discrepancies between the goods delivered by the Company as reflected on the Company's invoices, waybills or any query relating to the amount reflected as being payable on any invoice or waybill (which discrepancies or queries may, without limiting the generality of the foregoing phrase, relate to non-performance or malperformance, the amount delivered or the cost of any service) unless the Customer has, in writing advised the Company of the precise nature of the discrepancy or query with in 10 (ten) days of receipt of such invoice or waybill.
- 12 For the purposes of this agreement, including the giving of notice and the serving of legal process, the Customer chooses domicilium citandi et executandi ("domicilium") at the applicable physical address or postal address or telefax number as set out on the front page of this document. Any notice given in connection with this agreement may be delivered by hand, or be sent by prepaid registered post, or be sent by telefax to the domicilium chosen by the Customer. A notice given as set out above shall be deemed to have duly given, if delivered, on the date of delivery, if sent by post 5 (five) days after posting, if sent by telefax, on the day that the telefax is transmitted.
- 13 The Company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both the Company and the Customer.
- 13.1 The arbitrator must be a person agreed upon by the parties or failing agreement, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of South Africa.
- 13.2 The arbitration must be held at the place and in accordance with whatever procedures the arbitrator consider appropriate.
- 14 In the event of the Customer breaching any of its obligations and/or failing to timeously make payment of any amount to the Company, the Customer agrees to pay, and shall be liable to pay, all legal costs incurred by the Company on the attorney/own client scale including collection charges and tracing agent's fee and retrospectively all accumulated overdue interest which was not charged to the Customer by the Company.
- 15 No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.
- 16 Any given delivery date is approximate only, and shall not constitute a material terms of the contract entered into between the Company and the Customer.
- 16.1 If the Company is unable to effect delivery for any reason which is wholly or partly beyond its control, then the obligation to make that delivery shall be suspended until the Company shall be in a position to effect delivery.
- 16.2 The Company may affect delivery of any goods, which form part of an order, at different times, or alternatively part deliveries, and the Customer shall be obliged to accept such part deliveries.
- 17 The Company shall not be liable for any loss or damage whatever suffered by the Customer or any other person as a result of:
  - 17.1 Any delay in delivering the goods or any part thereof;
  - 17.2 Any failure to deliver the goods or any part thereof;
  - 17.3 The Company shall not be liable to the Customer or any other person for any loss of profits or other special damages or any consequential damages whatsoever arising out of any breach by the Company of any of its obligations under these conditions or out of any other cause whatsoever.
- 18 All goods sold and delivered by the Company to the Customer shall remain the property of, and ownership thereof shall vest in, the Company until such time as the Customer shall have paid for the goods in full.