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CREDIT APPLICATION FORM

FULL REGISTERED NAME OF BUSINESS:

TRADING AS:

REGISTRATION NO.: VAT NO:(REQUIRE COPY OF CERTIFICATE)

TYPE OF BUSINESS: (TICK WHICHEVER IS APPLICABLE)

- SOLE PROPRIETOR
- PARTNERSHIP
- (PTY) LTD
- CC

OTHER:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

TELEPHONE NO: () FAX NO: ()

AMOUNT OF CREDIT REQUIRED P/M:.....

CONTACT PERSON/S: ORDERS:.....ACCOUNTS:.....

NAME OF AUDITORS: TEL NO:

BANKERS: BRANCH: (CODE:)

ACCOUNT NO: DATE OPENED:

DIRECTORS/MEMBERS/PARTNERS/PROPRIETORS/TRUSTEES:

FULL NAME	RESIDENTIAL ADDRESS	I.D. NUMBER
1)
2)

TRADE REFERENCES	ADDRESS	TELEPHONE NUMBER
1)
2)

AUTHORIZED SIGNATURE:

NAME & SURNAME:..... DATE:

STANDARD TERMS AND CONDITIONS

THE CUSTOMER AGREES THAT:

- a) THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND STAINLESS PLATE PRODUCTS cc AND THAT NO ALTERATIONS OR ADDITIONS TO THIS CONTRACT MAY BE EFFECTED UNLESS AGREED TO BY BOTH PARTIES, REDUCED TO WRITING AND SIGNED BY THE CUSTOMER AND A DULY AUTHORISED REPRESENTATIVE OF STAINLESS PLATE PRODUCTS cc,
- b) THAT THIS AGREEMENT WILL GOVERN ALL FUTURE CONTRACTUAL RELATIONSHIPS BETWEEN THE PARTIES AND,
- c) IS APPLICABLE TO ALL DEBTS BETWEEN THE PARTIES.

THE SIGNATORY HEREBY BINDS HIMSELF/HERSELF IN HIS/HER CAPACITY AS CO-DEBTOR IN SOLIDUM FOR THE FULL AMOUNT DUE TO THE ORGANISATION AND AGREES THAT THESE STANDARD CONDITIONS OF AGREEMENT WILL APPLY MUTATIS MUTANDIS TO HIM/HER.

THIS CONTRACT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.

AT THE OPTION OF THE COMPANY, ANY CLAIM AGAINST THE CUSTOMER MAY BE BROUGHT IN ANY MAGISTRATE'S COURT HAVING JURISDICTION, NOTWITHSTANDING THAT THE AMOUNT OF THE CLAIM MAY EXCEED THE JURISDICTION OF THE MAGISTRATE'S COURT.

ACKNOWLEDGE THAT, SHOULD CREDIT FACILITIES BE GRANTED AS A RESULT OF THIS APPLICATION, THAT THEY MAY BE WITHDRAWN BY THE CREDITOR AT ANY TIME WITHOUT PRIOR WRITTEN NOTICE.

BREACH:

THE COMPANY SHALL BE ENTITLED, WITHOUT PRIOR NOTICE TO THE CUSTOMER AND WITHOUT PREJUDICE TO ANY RIGHTS WHICH IT MAY HAVE AS A RESULT OF A BREACH OR CANCELLATION,

- a) TO CANCEL ANY CONTRACT AND/OR ANY PART THEREOF SUBSISTING WITH THE CUSTOMER AND THE CUSTOMER HEREBY IRREVOCABLY AUTHORISES THE COMPANY TO ENTER UPON ITS PREMISES DURING BUSINESS HOURS AND TO CLAIM RETURN AND TO REPOSSESS THE GOODS SOLD THEREUNDER OR,
- b) TO CLAIM FROM THE CUSTOMER IMMEDIATE PAYMENT OF ANY MONIES DUE BY THE CUSTOMER TO THE COMPANY NOTWITHSTANDING ANY EARLIER AGREEMENT FOR CREDIT, WHETHER SAME IS DUE FOR PAYMENT OR NOT IF:
 - ❖ ANY CHEQUE, PROMISSORY NOTE OR OTHER BILL OF EXCHANGE GIVEN TO THE COMPANY IN RESPECT OF ANY INDEBTEDNESS OF THE CUSTOMER UNDER ANY CONTRACT IS DISHONoured BY NON-PAYMENT OR,
 - ❖ THE CUSTOMER'S ESTATE IS PROVISIONALLY OR FINALLY SEQUESTERED, OR IT IS PLACED IN PROVISIONAL OR FINAL LIQUIDATION OR UNDER PROVISIONAL OR FINAL JUDICIAL MANAGEMENT OR,
 - ❖ THE CUSTOMER'S ESTATE IS PROVISIONALLY OR FINALLY SEQUESTERED, OR IT IS PLACED IN PROVISIONAL OR FINAL LIQUIDATION OR UNDER PROVISIONAL OR FINAL JUDICIAL MANAGEMENT OR,
 - ❖ THE CUSTOMER COMMITS ANY ACT OF INSOLVENCY IN TERMS OF SECTION 8 OF THE INSOLVENCY ACT OR,
 - ❖ THE CUSTOMER ENTERS INTO ANY COMPROMISE WITH HIS/HER CREDITORS OR,
 - ❖ THE CUSTOMER FAILS TO SATISFY ANY DEFAULT JUDGEMENT AGAINST HIM/HER WITHIN SEVEN DAYS AFTER DATE OF JUDGEMENT.
- c)

ANY DELIVERY NOTE (COPY OR ORIGINAL) SIGNED BY THE CUSTOMER AND HELD BY THE ORGANISATION, SHALL BE CONCLUSIVE PROOF THAT DELIVERY WAS MADE TO THE CUSTOMER.

THE CUSTOMER AGREES THAT THE AMOUNT DUE AND PAYABLE TO THE ORGANISATION SHALL BE DETERMINED AND PROVEN BY A CERTIFICATE ISSUED BY THE ORGANISATION AND SIGNED ON ITS BEHALF BY AND DULY AUTHORISED PERSON, WHICH AUTHORITY NEED NOT BE PROVEN.

SUCH CERTIFICATE SHALL BE BINDING AND SHALL BE PRIMA FACIA PROOF OF THE INDEBTEDNESS OF THE CUSTOMER.

INTEREST ON OVERDUE ACCOUNTS AT THE RATE OF 2% (TWO PER CENTUM) OVER AND ABOVE THE PRIME LENDING RATE CHARGED BY THE SUPPLIER'S BANKER AT ANY GIVEN TIME WILL BE CHARGED BY THE SUPPLIER WITHOUT NOTICE.

LEGAL CHARGES:

IN THE EVENT OF THE COMPANY INSTRUCTING ITS ATTORNEYS TO RECOVER MONEY OR GOODS FROM THE CUSTOMER, THE CUSTOMER SHALL BE LIABLE FOR AND PAY ALL LEGAL COSTS INCURRED BY THE COMPANY ON THE ATTORNEY AND OWN CLIENT SCALE, INCLUDING ANY COLLECTION COMMISSION.

DOMICILIA:

THE PURCHASER NOMINATES ITS BUSINESS ADDRESS AS REFLECTED ON THE FACE HEREOF AS ITS DOMICILIUM CITANDI ET EXECUTANDI FOR SERVICE OF ALL NOTICES AND PROCESSES IN CONNECTION WITH ANY CLAIM FOR ANY SUM DUE TO THE SUPPLIER.

PASSING OF OWNERSHIP AND RISK:

- ❖ OWNERSHIP OF THE GOODS SHALL NOT PASS TO THE CUSTOMER UNTIL THE FULL PURCHASE PRICE HAS BEEN PAID
- ❖ RISK IN THE GOODS SHALL PASS TO THE CUSTOMER ON DELIVERY THEREOF.

SUSPENSION OF DELIVERIES: PASSING OF OWNERSHIP AND RISK:

- 1) IF ANY AMOUNT DUE AND PAYABLE BY THE CUSTOMER TO THE COMPANY IS IN ARREAR, THE COMPANY SHALL HAVE THE RIGHT, UNTIL SUCH AMOUNT HAS BEEN PAID, TO SUSPEND ANY DELIVERY UNDER ANY CONTRACT THEN IN FORCE BETWEEN THE COMPANY AND THE CUSTOMER.
- 2) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, THE COMPANY SHALL HAVE THE RIGHT TO SUSPEND ANY DELIVERY UNDER ANY CONTRACT AT ANY TIME IF, IN ITS SOLE DISCRETION, IT CONSIDERS THAT:
 - ❖ THE AMOUNT OWING BY THE CUSTOMER (WHICH DUE OR NOT) HAS REACHED THE LIMIT TO WHICH IT IS PREPARED TO ALLOW THE CUSTOMER CREDIT OR,
 - ❖ IF IT COMES TO ITS NOTICE THAT THE CUSTOMER'S FINANCIAL POSITION HAS DETERIORATED OR,
 - ❖ IF IT NO LONGER CONSIDERS THE CUSTOMER TO BE CREDITWORTHY.
 - ❖ THE CUSTOMER DOES NOT ACKNOWLEDGE THAT ANY CONTRACT IS UPON THE TERMS SET FORTH IN THESE CONDITIONS OF SALE.

PLEASE NOTE: **OUR TERMS ARE STRICTLY 30 (THIRTY) DAYS FROM DATE OF STATEMENT.**

.....
(Full name & surname)

Capacity:
(Duly authorized person to sign)

Signed: at on the of 20.....
(Full name & surname)

Witness: Name & surname: I.D. NO:
(Signature)