

Aberdare Cables Pty Ltd
 Reg no: 1946/022805/07
 181A Barbara Road, Elandsfontein, 1401
 Box 3970, Edenvale, 1610

Tel: 011-396 8000 Fax: 011-396 8019

CREDIT APPLICATION FORM

Debtor Name: _____ Date of Application: ____ / ____ / 2017

FOR OFFICE USE ONLY	FIELD REPORT
Was the applicants premises visited?	
General observations	
Does the Aberdare representative support this application?	

Key Account Manager / Sales Representative : _____ Sign: _____
 (Please print)

Sales Manager : _____ Sign: _____
 (Please print)

Executive Director: MSD : _____ Sign: _____
 (Please print)

SECTION A – Questionnaire

We, _____ (hereinafter referred to as 'THE APPLICANT') hereby make application for credit facilities for the opening of an account with Aberdare Cables (Pty) Ltd, registration number **1946/022805/017** (hereinafter referred to as 'THE CREDITOR'). In support of this application, the following information is furnished:

1. Registered of "The Applicant

Trading Name

(Hereinafter referred to as the Debtor and /or Customer)

Core Business

2. Legal Entity: Sole Trader Partnership Registered Company Close Corporation

3. If the applicant is a registered company:

3.1 Registration No /Certificate of incorporation no: _____

3.2 Date of incorporation: _____

3.3 Date business commenced trading: _____

3.4 Address of registered office: _____

3.5 Vat Registration No (please attach copy): _____

3.6 Date of last audited financial statements: _____ (please attach hereto)

4. Physical address of "The Applicant" in terms of Section B, Clause 14 of the Terms and Conditions of Sale:

5. Postal Address: _____ Code: _____

6. Telephone No: (____) _____ Fax No: (____) _____ Email address: _____

- 7. Registered Office Address: _____
- 8. Name, Address and Contact number of landlord: _____

- 9. Person responsible for account payment: _____
- 10. Details of principals (Sole Owner /Partners /Members /Directors) and Share Holding %

Name	ID Number	Telephone	Address	%

- 11. How long have the present Directors /Partners /Proprietors been in control of the business? _____
- 12. Details of Holding Company
 - 12.1 Holding Company Name: _____
 - 12.2 Percentage shareholding: _____
 - 12.3 Street Address: _____
 - 12.4 Postal Address: _____
 - Telephone No: (____) _____ Fax No: (____) _____
 - Email address: _____

- 13. Name of Banker (Business)
 - Banker: _____
 - Account No: _____ Branch Code: _____
 - Type of Account: _____ Date Account Opened: _____

- 14. If account has been open for less than 3 years, please state details of previous account:
 - _____
 - _____



15. Name of Auditors /Accounting Officer:

Trade References (excluding Subsidiary, Fellow Subsidiary or Related companies)

Name	Telephone Number

16. Maximum Credit Limit Required: _____ Estimated Monthly Requirements: _____

17. Security offered to substantiate limit: _____

SECTION B – Terms and Conditions of Sale

1. DEFINITIONS

In this document and in any contract coming into being between the parties described below, unless the context otherwise requires, the words, expressions and phrases set out below have the meanings hereunto ascribed to them

- 1.1 “the Seller” - Aberdare Cables (Proprietary) Limited.
- 1.2 “the Buyer” - The party expressed as the applicant on the face hereof.
- 1.3 “the goods” - The goods and/or services supplied by the Seller to the Buyer from time to time.
- 1.4 “the price” - The seller’s usual selling price of its goods.
- 1.5 “the CPA” - The Consumer Protection Act, No 68 of 2008, as amended.
- 1.6 “OHSA” – The Occupational Health and Safety Act, No 85 of 1993, as amended.
- 1.7 “NCA” – National Credit Act

2. BINDING CONTRACT AND CREDIT FACILITIES

2.1 These conditions together with the particulars recorded on the face hereof apply to all contracts relating to the supply of goods between the parties, who record that no representations or warranties other than those contained herein or in a specific contract have induced them to conclude the contract.

2.2 No amendment, variation or consensual termination of a contract or any of the terms or conditions hereof shall be binding on the Seller, unless reduced to writing and signed by a director of the Seller. The Seller reserves the right to make changes to these terms and conditions from time to time, which changes shall be binding on the Buyer unless the Buyer objects in writing to any such changes within 14 days that the changes are communicated to the Buyer by the Seller.

2.3 No relaxation or indulgence granted to the Buyer by the Seller shall constitute a waiver of any of the Seller’s rights or a novation of a contract or any part thereof and shall not prevent the Seller from exercising any rights in terms hereof or at law.

2.4 Credit facilities will only be considered, subject to the Seller’s credit approval processes, in respect of individual transactions with an invoice value in excess of R250, 000. The Seller will not provide credit for transactions below the stated value.

3. PRICE

3.1 The price of the goods sold shall be the Seller’s usual selling price and shall be the price as stated in the Seller’s quotation form and/or other stationery.

3.2 The price as stated is exclusive of Value Added Tax.

3.3 Notwithstanding the provisions of paragraphs 2.2 and 3.1, if prior to delivery and/or despatch of the goods, there is any increase, for whatever reason, in the Seller's cost of materials or components or in the statutory labour charges, the price of the goods may be increased proportionately and the Buyer undertakes to pay such increased price. The amount of the increase shall be certified by the Seller's financial controller and such certificate shall be sufficient proof to be binding on the Buyer.

4. PAYMENT

4.1 Payment of the price is to be effected within 30 (thirty) days from the date of the Seller's statement, unless otherwise agreed to in writing, regardless of whether or not the invoice has been received by the Buyer. In the event of the Buyer disputing the amount due reflected on any statement then, pending the Seller's investigation of the Buyer's dispute, the Buyer shall immediately be obliged to make payment to the Seller of the amount of the goods already received, which are reflected in that statement.

4.2 The price shall be paid at the Seller's premises, or wherever directed by the Seller, free of exchange and without deduction for any reason whatsoever. Payment by post is at the risk of the Buyer.

4.3 The Buyer shall be liable to pay interest to the Seller on all overdue amounts at the maximum permissible legal interest rate prescribed by law. (Prime + 3%)

4.4 In the event of the Buyer failing to make payment of any amount due by it to the Seller in terms hereof or in terms of any contract made between it and the Seller on due date, then the full amount owed by the Buyer to the Seller from whatsoever cause arising shall forthwith and without notice become due and payable notwithstanding that the due date for payment thereof shall not otherwise have arrived.

4.5 Non-payment by the Buyer as herein before mentioned shall give the Seller the right to cancel all deliveries still to be made under any contract without notice having to be given to the Buyer and without prejudice to the Seller's rights to claim compensation from the Buyer.

5. DELIVERY

5.1 Whilst the Seller shall make every effort to effect delivery of the goods timeously;

5.1.1 The Buyer shall not be entitled to terminate any contract by reason of failure of the Seller to deliver the goods upon due date,

5.1.2 The Seller shall be entitled to make part-deliveries;

5.1.3 The Seller shall not be responsible for non-delivery of goods and/or for delays in delivery occasioned by circumstances of vis major as set out elsewhere in these conditions;

5.1.4 The Seller shall not be liable for any damages sustained by the Buyer or any other party, consequential or otherwise, arising from the non-delivery of the goods for any reason whatsoever including the negligence and/or fault of the Seller, except for gross negligence on the part of the Seller;

5.1.5 Unless specifically otherwise agreed between the Seller and the Buyer, where delivery of any goods in terms of a contract is due and the Seller tenders such delivery and the Buyer is not ready for delivery or refuses to take delivery, delivery shall be deemed to have taken place and the Seller shall have the right, without detracting from any other legal remedies that the Seller may have in law, to act as if delivery had taken place and to issue an invoice for payment. Payment shall then become due in accordance with the agreed terms, to store the goods at the Buyer's risk and cost, and to claim whatever costs and/or damages incurred or sustained by the Seller as a result of the Buyer's failure or refusal to take delivery, in this case a separate Stock Holding Agreement will need to be entered into.

6. BREACH

6.1 Should the Buyer fail to make payment to the Seller on due date or fail to honour any of its other obligations in terms hereof on due date, or should a judgement be granted against the Buyer or should the Buyer's estate be liquidated/sequestered/placed under Judicial Management, provisionally or finally or should the Buyer propose an offer of compromise to any of its creditors, or if a company, should its shareholders wind-up the company or should the company be placed under business rescue as defined in the Companies Act, 71 of 2008, the Seller shall be entitled, without prejudice to its other rights in terms hereof or at law to:

6.1.1 terminate the contract whereupon the Seller shall not be obliged to deliver any further goods to the Buyer and the Buyer shall be obliged forthwith, without notice, to make payment to the Seller for all goods already delivered to the Buyer pursuant hereto or, in the discretion of the Seller, to return such goods to the Seller; or

6.1.2 obtain payment from the Buyer of the full amount owing by the Buyer to the Seller in terms hereof and from whatsoever cause arising notwithstanding that the due date for payment thereof would not otherwise have arrived in which event the Seller shall be entitled to withhold delivery of goods subject to payment of all such amounts having been made; and

6.1.3 in the event of termination of the contract and the Seller repossessing any of the goods, the Seller shall be entitled to set off the valuation of the repossessed goods against the amount owing by the Buyer and the value of the repossessed goods will be deemed to be the value placed thereon by any sworn valuator appointed by the Seller and shall be conclusive proof of the value thereof;

6.1.4 in any of the events mentioned above the Seller shall incur no liability to the Buyer for damages and the Buyer shall be liable to the Seller for such damages as the Seller may have suffered by reason of the Buyer's breach and/or the exercise of the Seller's rights aforesaid.

7. OWNERSHIP AND RISK

7.1 Ownership in respect of the goods and in respect of all goods sold by the Seller to the Buyer from time to time is reserved to the Seller until such time as payment of all amounts due, owing and payable by the Buyer to the Seller in respect of such goods shall have been paid to the Seller in full. Upon request by the Seller, the Buyer shall immediately inform the Landlord of any rented premises at which the goods are stored, that the goods do not belong to the Buyer but to the Seller and that the Seller remains the owner thereof until full payment is made by the Buyer. The Buyer undertakes to furnish the Seller with this written confirmation to the Landlord, on request and furthermore undertakes to inform the Seller of the name and address of any such landlord from time to time, on request.

7.2 The risk in the goods or any portion thereof shall pass from the Seller to the Buyer upon delivery, or deemed delivery in accordance with clause 5.1.5, of the goods or relevant portions thereof to the Buyer or its agent.

7.3 In the event of any goods being repossessed by the Seller, the Buyer shall be liable for any damage sustained to the goods, from the time the goods were delivered by the Seller to the Buyer until such time the goods are repossessed by the Seller.

8. WARRANTY

8.1 The Seller warrants that the goods supplied by it will be safe, free from defects in materials, parts, design and workmanship, that they will be reasonably suitable for the purposes they are generally intended for, and that the goods will operate fault-free and safely under normal operating conditions for a reasonable period after delivery, which the Buyer hereby specifically agrees shall be for a period not in excess of 12 (twelve) months in respect of products and services, after delivery of the goods or services to it.

8.2 The Seller will repair or replace at its own cost any goods that don't comply with the warranties contained in clause 8.1 above or which fail within the agreed warranty period. Any repaired or replaced goods shall be subject to a further 3 (three) month warranty period.

8.3 The Seller shall have no liability in terms of the warranties contained in clause 8.1 above in the event that:

8.3.1 the characteristic, failure, defect or hazard that is alleged to be in breach of the warranties did not exist at the time of supply;

8.3.2 the goods have been altered or tampered with by the Buyer or any third party without the approval of the Seller;

8.3.3 the goods have been used under wrong operating conditions or for purposes not intended or have been abused by the Buyer;

8.3.4 the Buyer has failed to properly take care of and maintain the goods; or

8.3.5 the Buyer has failed to comply with any usage and/or operating instructions provided by the Seller in respect of the goods.

8.4 The Seller's liability in terms of the warranties provided by it shall under no circumstances exceed the invoiced selling price of the goods.

8.5 The warranties contained in this clause 8 are the sole and entire warranties applicable to the goods and no other warranties, express or implied by conduct or common law, shall apply.

8.6 Each Aberdare Cable drum may have a tolerance of 1.5% per drum length e.g. a 500m drum will be regarded as complete if the cable length is 492.5m or 507.5m

9. INTELLECTUAL PROPERTY

9.1 The Aberdare Cable drum with all associated Aberdare markings and labels, including but not limited to, the Aberdare Logo, AberTrack tag, SABS markings and ratings, batch number/s QC labels, colour paint and or tint, is the exclusive property of Aberdare cables and may not be used in the manufacture, moulding, winding, supply and/ or sale from any manufacturer other than Aberdare Cables.

10. LIMITATION OF LIABILITY

10.1 The Seller's sole obligations and responsibilities to the Buyer in relation to the goods shall be in terms of the warranties as set out in clause 8, and furthermore, insofar as the relevant transaction is subject to the provisions of the CPA, to indemnify the Buyer against and to hold the Buyer harmless from, any harm arising from the death or personal injury suffered by the Buyer, and from the loss of or physical damage to property belonging to the Buyer, caused by the goods supplied by the Seller, subject to the limitations and/ or exclusions and/or effects of sub-sections 61(4) and 61(6) of the CPA.

10.2 The Seller shall under no circumstances be liable towards the Buyer for any other losses, damages or harm of whatsoever nature, irrespective of whether such losses, damages or harm may have been caused by the fault of the Seller provided the Seller is not guilty of gross negligence.

10.3 The Seller's total cumulative liability to the Buyer shall under no circumstance exceed the greater of the value of items for which the Seller may be held liable in terms of the warranties referred to in clause 8.1, and the invoiced selling price of the goods, provided that the Seller shall under no circumstances be liable for any indirect or consequential damage, including but not limited to loss of income, loss of revenue, loss of profits and any other economic loss, except to the extent caused by its gross negligence.

10.4 The buyer, by accepting the goods subject to the terms and conditions contained herein, acknowledges that the contents of this clause 10, including the limitations contained herein, have been specifically pointed out by the seller and drawn to the attention of the buyer, that the buyer has read it and that it fully understands and appreciates the implications of this clause 10, that it had sufficient time to consider the acceptability of this clause 9 before it entered into the transaction of purchase with the seller, and that notwithstanding the provisions of this clause 9 it freely and voluntarily decided to proceed with the transaction to which this clause 10 applies.

11. DUTIES UNDER OHSA

11.1 The Buyer undertakes to take such steps as are sufficient, necessary and reasonably practicable in order to ensure that the goods supplied in terms of a quotation or contract, will be safe and without risks to health when properly used, and will comply with the requirements of section 10 of the OHSA and herewith releases the Seller from any duties imposed on the Seller by section 10 of the Act.

11.2 The Seller shall under no circumstances assume any liability for any health and safety hazards arising out of the misuse or abuse of the products manufactured, sold, imported or supplied by the Seller.

12. DUTIES UNDER THE CPA

In the event that the Buyer will not be the end user of the goods and will on-supply the goods to third party users, the following shall apply:

12.1 The Buyer is familiar with the provisions of the CPA insofar as the supply of goods or services to “consumers”, as defined in the CPA, is concerned, and the Buyer hereby agrees to comply with all the provisions of the CPA insofar as they relate to such “consumers”.

12.2 the Buyer hereby undertakes with specific reference to sections 49 and 58 of the CPA, to provide “consumers” with all such notices as may be required in terms of the aforesaid sections 49 and 58, and to provide same in the manner and format prescribed by the CPA,

12.3 the Buyer hereby indemnifies and agrees to hold the Seller harmless from, any claims, losses or liability made against, suffered by or established by any third party end user against the Seller, based upon or founded in the failure by the Buyer to comply with the provisions of the aforesaid sections 49 and 58.

13. PROOF OF INDEBTEDNESS

The Buyer agrees that the amount due and payable to the Seller may be determined and proven by a certificate issued by the Seller and signed on its behalf by any duly authorised person, which authority need not be proved and such certificate shall be binding and shall be prima facie proof of indebtedness of the Buyer.

14. LEGAL COSTS

In the event of the Seller instructing its attorneys to recover money or goods from the Buyer, the Buyer agrees to be for and shall pay to the Seller and/or their attorneys, all legal costs incurred by the Seller on the Attorney and own client scale, including the attorneys charges in respect of collection commission and any tracing agent's charges which may be incurred.

15. RETURNED GOODS

Any goods returned due to an error in ordering by the Buyer will be accepted for credit solely at the discretion of the Seller and will be subject to a 10% handling charge to be paid by the Buyer. No cut lengths of cable will be accepted for credit.

16. WITHDRAWAL OF CREDIT FACILITIES

The Seller hereby reserves the right, in its sole discretion, to withdraw any credit facilities afforded to the Buyer, for any reason it may deem necessary.

17. JURISDICTION IN DISPUTES

17.1 For the purposes of all or any proceeding herein, the Buyer hereby consents to the jurisdiction of the Magistrates court having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such court.

17.2 Notwithstanding the foregoing, the Seller shall have the right, at its sole option and discretion to:

17.2.1 institute proceedings in any other competent Court which may otherwise have jurisdiction; alternatively

17.2.2 at its sole and absolute discretion submit the matter to arbitration by giving the Buyer ten (10) days written notice of its election to do so, in which event the matter shall be determined before an Arbitrator appointed by the Chairman of the Johannesburg Bar Council whose decision shall be final and binding upon the parties.

17.3 This contract shall be subject to the jurisdiction of the South African Courts and shall be subject to South African Law.

18. DOMICILIUM

The Seller and the Buyer hereby choose as domicilium citandi et executandi the addresses as set out on the face page hereof and agree that all notices and processes arising out of or in connection with this agreement shall be served on them at this address. The Buyer is obliged to notify the Seller of any change of address, within 3 (three) days of such change of address.

19. CESSION OF BOOK DEBTS

19.1 I/We hereby irrevocably cede, assign and transfer, make over unto and in favour of the Seller all the Buyer's rights, title and interest in and to its claimants against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the Buyer may now or at any time in the future owe to the Seller.

19.2 I/We and or the Buyer irrevocably and in rem suam authorise the Seller in its absolute discretion to claim from all or any of its debtors the whole or any portion of the indebtedness of any one or more of them, give a valid receipt or discharge for such indebtedness, to take any action in its name in any Court or competent jurisdiction and to proceed in execution thereunder against all or any of the said debtors, to cede transfer, negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the Buyer.

19.3 The security created by the cession shall be a continuing one, notwithstanding any fluctuation in the amount of the indebtedness of the Buyer to the Seller.

19.3.1 the Buyer hereby undertakes on demand, to furnish the Seller with such information concerning its debtors as may reasonably be required, to enable the Seller to give effect to the provisions above.

20. VIS MAJOR

20.1 Neither party will be liable to the other for any failure, delay or default in the performance of its obligations under this agreement, if and to the extent that such failure, delay or default is caused by vis major including, (without detracting from any other events covered by the rules and principles relating to vis major), casus fortuitus, acts of God, strikes, lock-out, fire, riot, flood, drought, state of emergency), inability to secure power or materials or supplies, embargoes, export control, international restrictions, shortage of transport

facilities, any order of any international authority, any requirements of any authority or other competent local authority, war (whether declared or not), civil disturbance, any circumstances beyond its reasonable control, Court order, or failures, shortages, interruptions or fluctuations in electrical power, water supply or communications (collectively, "Circumstances of Vis Major").

20.2 On the occurrence of any Circumstances of Vis Major, the party disabled thereby shall;

20.2.1 as soon as reasonably possible, notify the other party thereof by whichever means available and if possible thereafter, confirm the notification in writing;

20.2.2 be released from further performance or observance of its obligations so affected for so long as such Circumstances of Vis Major prevail;

20.2.3 continue to endeavour to re-commence performance or observance whenever and to whatever extent reasonably possible without delay; and

20.2.4 co-operate with the other party in implementing such contingency measures as the other party may reasonably require, until the Circumstances of Vis Major cease.

20.3 Should the Circumstances of Vis Major continue or be likely to continue for any unreasonable long time, having regard to the nature of the affected obligation or obligations and the surrounding circumstances, then either party shall be entitled to terminate this agreement by giving written notice to the other party to that effect, subject to any other provisions contained in this agreement dealing with rights and obligations arising from termination, including but not limited to the payment of cancellation fees.

21. CANCELLATION OF ORDERS

Notwithstanding anything contained in this agreement, where the Buyer seeks to cancel any order placed on the Seller for any reason whatsoever, excluding breach of the agreement on the part of the Seller, then, subject to the Seller agreeing to such cancellation in writing, the Buyer shall be liable towards the Seller for a cancellation fee equivalent to the higher of 5% (five percent) of the value of the cancelled order or the actual cost incurred by the Seller in the procurement of materials and/or goods as well as for other expenses necessarily incurred in connection with the execution or planned execution of the order.

22. REQUIRED STANDARDS AND PRINCIPLES OF ETHICAL BUSINESS CONDUCT

22.1 Aberdare Cables adheres to the highest levels of lawful, ethical and responsible business conduct and it requires its suppliers, customers and shareholders, in their interaction with the company, to adhere to similar principles.

22.2 The Buyer is referred to the following documents and can be provided upon request:

- The Corporate Compliance Policy
- The Code of Ethics for Aberdare Cables (Pty) Ltd
- The Corporate Gifts and Entertainment Policy
- The Anti-Corruption and Economic Crime Policy

22.3 For the sake of clarity, the relevant principles are summarized as follows:

- Fair competition and avoidance of anti-competitive conduct

- Integrity in business dealings – no corruption or bribery
- Sustainability – no inappropriate risks for human health and the environment
- Equal opportunities in securities trading – no insider trading
- Proper record keeping and accurate financial reporting – no deception
- Fair and respectful working conditions – no discrimination
- Respecting the legal rights of others – no infringement of intellectual property rights
- No conflicts of interest between business and personal rights
- Cooperation with the authorities – no misinformation
- Compliance with laws, regulations, rules and standards
- Observance of ethical obligations without causing harm other than by fair commercial competitive practices
- Not to supply defective or dangerous products
- Not to improperly induce or influence someone by the provision of gifts, entertainment or other gratification
- To report any events or suspected events of bribery, corruption, improper inducement or influencing, or any other unlawful conduct.

22.4 The Seller distances itself from any conduct that deviates from the principles referred to in 22.3 above and it reserves its right not to deal with any party whose conduct is contrary to these principles. The Seller therefore hereby reserves the right to terminate this agreement forthwith in the event that any information comes to its attention which causes it to conclude, in its sole opinion, that in its conduct towards the Seller in terms of or in connection with this agreement the Buyer has engaged in an act or omission which constitutes a material breach or disregard of the above mentioned principles of ethical business conduct. Such termination shall be justified and lawful and shall not be capable of giving rise to any damages claims against or any other liability for the Seller.

SIGNED AT _____ THIS _____ DAY OF _____ 20__

Signature of Seller's representative,
who warrants his authority to sign this on behalf of the Seller and to accept these terms and conditions on behalf of the Seller.

Full name _____ and capacity _____ of Seller's representative.

Signature of Witness

Name of Witness _____

SIGNED AT _____ THIS _____ DAY OF _____ 20____

Signature of Buyer's representative,
who warrants his authority to sign this on behalf of the Buyer and to accept these terms and conditions on behalf
of the Buyer.

Full name _____ and capacity _____ of Buyer's representative.

Signature of Witness

Name of Witness _____

23. SURETYSHIP

I/We, the undersigned representative/s of the Buyer, hereby agree unconditionally and irrevocably to bind myself/ourselves jointly and severally in favour of the Supplier, as sureties for, and co-principal debtors with, the Buyer for any obligations (including the payment of interest and costs) that the Buyer may have towards the Seller arising out of this agreement and any trading transactions that may be concluded between the Seller and the Buyer arising from or in connection with this agreement.

SIGNED AT _____ THIS _____ DAY OF _____ 20____

1. SIGNATURE OF SURETY 1 _____
Full names _____
Address (physical) _____
SIGNATURE OF WITNESS _____
Full names of witness _____

2. SIGNATURE OF SURETY 2 _____
Full names _____
Address (physical) _____
SIGNATURE OF WITNESS _____
Full names of witness _____

24. GENERAL

24.1 No alteration of, variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.

24.2 Subject to clause 23.1 above, this document contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.

24.3 No indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

24.4 Neither party may cede its rights or delegate its obligations in terms of this agreement without the prior written approval of the other party.

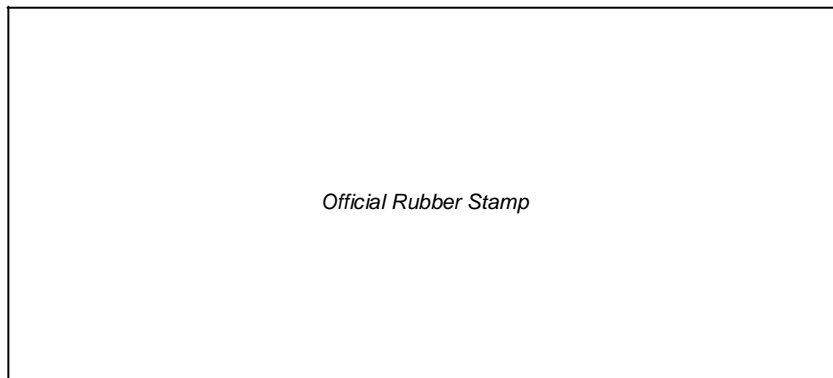
24.5 Any person who signs any credit application form or order or document on behalf of the Buyer warrants that he/she is authorized thereto by the Buyer.

24.6 These Standard Terms of Sale, form part of the application for credit facilities and the signatory or signatories thereto acknowledge that they have read, agreed and irrevocably accept and understand the Standard Terms of Sale.

24.7 The Seller shall be required to issue letters of demand and institute legal proceedings as required in terms of its credit insurance policy and this fact shall be highlighted in all relevant correspondence to the Buyer or his authorized representative.

24.8 In the event of an order being placed on the official order form of the Buyer, the Buyer shall be precluded from denying the validity of such order, notwithstanding the fact that such order may have been signed by a person not authorized to do so.

24.9 You, the Buyer, hereby authorize the Seller, subject to the provisions of the NCA and the regulations issued subsequent thereto, to transmit any details contained in this document (including personal details if applicable), as well as any information relating to your performance in meeting your obligations in terms of any agreement and/or transaction concluded between you and the supplier, to any credit bureau registered in terms of the NCA. You furthermore hereby acknowledge and agree that such credit bureau may, in the normal course of its business, share any such information with any of its customers and other credit providers registered in terms of the NCA, for the Prescribed Purposes (as defined in terms of the Regulations published in Government Gazette No. 8477, Notice 28864).



Official Rubber Stamp

SECTION C – Marketing Customer Information

Kindly complete the customer information form; the information supplied is captured into our customer relations database, to ensure correct and accurate information.

Company Details	Company Name			
	Physical Address			
	City		Code:	
	Delivery Address (If different then above)			
	Code			
	Region		City:	
	Postal Address (Invoice & Statement)			
	Telephone		Code	
		Fax:		

Contact Information	Name & Surname	Position	Cell	Telephone	E-mail
		Owner			
		Financial Manager			
		General Manager			
		Marketing Manager			
		Sales Manager			
		Accounting			
		Procurement			

Use Office	Account Code			
	Created By		Date	
	Requested By		Date	

Use Office	Sales Representation			
	Head of Market Sector			
	Market Sector			
	Sales District		Debtors Clerk	
	TRADING	ANNUITY	EXPORT	(Please Circle)

SECTION D: Supporting Documents

The following documents must accompany the application upon returning the completed document	Please tick if included
Latest financial statements	
Copies of Directors ID Books	
Letter of Good Standing – Compensation for occupational injuries and diseases Act	
Company registration certificate	
Company letter head	
Tax Clearance certificate	
Bank letter with company details and stamped. (timeframe not older than 3 months)	
All pages of the application must be initialled by the customer	

Representative must ensure that the documents are attached and that the contract is signed and each page initialled.