



APPLICATION FOR CREDIT FACILITIES

PLEASE NOTE: (a) To be completed by the applicant and printed in ink.
(b) Every page to be initialed by the Customer and two witnesses.
(c) Every question to be answered or stated "not applicable".

1. REGISTERED / OFFICIAL NAME OF COMPANY / PARTNERSHIP / SOLE TRADER:

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2. TRADING AS:

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3. PHYSICAL ADDRESS:

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4. TELEPHONE NO.:

5. FAX NO.:

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6. REGISTERED ADDRESS OF COMPANY / CC: (Domicilium citandi et executand)

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7. DIRECTORS / PARTNERS / MEMBERS OR OWNERS FULL NAMES AND RESIDENTIAL

7.1 FULL NAMES

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ID or PASSPORT No.

APPOINTMENT DATE

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ADDRESS

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7.2 FULL NAMES

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ID or PASSPORT No.

APPOINTMENT DATE

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ADDRESS

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7.3 FULL NAMES

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ID or PASSPORT No.

APPOINTMENT DATE

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ADDRESS

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8. FOR SOLE TRADERS

DATE BUSINESS COMMENCED		MARITAL STATUS (C.O.P. or ANC)	
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9. CONTACT DETAILS

SALES		ACCOUNTS	
NAME		NAME	
TELEPHONE No		TELEPHONE No	
FAX		FAX	
E-mail		E-mail	

10. BANKING DETAILS

BANK		ACCOUNT No.	
BRANCH CODE		COPY OF CANCELLED CHEQUE REQUIRED	

11. AUDITORS DETAILS

NAME			
ADDRESS			
TELEPHONE No		FAX	

12. BUSINESS INFORMATION

COMPANY REGISTRATION No.		VAT NUMBER	
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12.1 ARE ANY ASSETS OF THE BUSINESS CEDED, PLEDGED OR MADE OVER BY AGREEMENT?

YES OR NO

IF YES GIVE DETAILS	
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12.2 TYPE OF BUSINESS (eg Distributor, Manufacturer)

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12.3 WebSite URL

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13. TRADE REFERENCES

13.1 COMPANY NAME

TELEPHONE No

CURRENT CREDIT LIMIT

13.2 COMPANY NAME

TELEPHONE No

CURRENT CREDIT LIMIT

13.3 COMPANY NAME

TELEPHONE No

CURRENT CREDIT LIMIT

13.4 TRADE CREDIT REQUESTED FROM SAMSON CONTROLS (PTY) LTD

14 IN THE CASE OF A COMPANY OR CC, ARE THE DIRECTORS/MEMBERS PREPARED TO BE PERSONALLY LIABLE FOR DEBTS DUE TO SAMSON CONTROLS (PTY) LTD

YES OR NO

15 THE APPLICANT ACKNOWLEDGES THAT:

15.1 SAMSON CONTROLS RELIES ON THE INFORMATION PROVIDED IN THIS DOCUMENT TO ASSESS THE APPLICATION FOR CREDIT.

15.2 ANY CREDIT AFFORDED TO THE APPLICANT MAY BE WITHDRAWN AT ANY TIME BY SAMSON CONTROLS

15.3 SAMSON CONTROLS WILL SUPPLY GOODS TO THE APPLICANT SUBJECT TO ITS CONDITIONS OF SALE IN FORCE AT THAT TIME

15.4 THE APPLICANT HAS RECEIVED A COPY AND HAS READ SAMSON CONTROLS STANDARD CONDITIONS OF SALE

15.5 THE APPLICANT UNDERTAKES TO INFORM SAMSON CONTROLS FORTHWITH SHOULD ANY OF THE INFORMATION SUPPLIED IN THIS APPLICATION FOR CREDIT CHANGES IN ANY RESPECT WHATSOEVER



I/We acknowledge that all transactions between myself/ourselves and Samson Controls (Pty) Ltd. will be regulated by the Samson Controls condition of sale agreement. I/We confirm that I/we read and understood the conditions of sale and consider myself/ourselves bound thereby.

I/We warrant that the information furnished above is true and correct in every respect.

I/We am/are duly authorised to make application for credit facilities and enter into an agreement of the conditions of sale which is in force.

AUTHORISED SIGNATORY (CUSTOMER) **PRINT NAME**

Place on this day of 20

AS WITNESS:

1.----- **PRINT NAME**

2.----- **PRINT NAME**

AUTHORISED SIGNATORY (THE CREDITOR) **PRINT NAME**

AS WITNESS:

1.----- **PRINT NAME**

2.----- **PRINT NAME**

FOR THE SOLE TRADERS ONLY:

The spouse, by his/her signature below, binds himself/herself as surety and co-principal debtor in Solidum to THE CREDITORS for the obligations of THE CUSTOMER hereof.

----- **PRINT NAME**

SPOUSE (WHERE APPLICABLE)

AS WITNESS:

1.----- **PRINT NAME**

2.----- **PRINT NAME**

CONDITIONS OF SALE

The following Conditions shall apply to all sales and deliveries of Goods by Samson Controls (PTY) Ltd to the Customer (as defined).

1. In these Conditions (the "Conditions"), the following words shall have their corresponding meaning:

- 1.1 THE CUSTOMER – the person(s), corporate entity or trust who purchases the Goods from THE CREDITOR;
- 1.2 THE CREDITOR – Samson Controls (Pty) Ltd.
- 1.3 GOODS – all or any goods purchased by THE CUSTOMER from THE CREDITOR (including any part or parts thereof) pursuant to a contract between THE CUSTOMER and THE CREDITOR, whether in writing or oral.



- 2. WARRANTY:**

THE CUSTOMER warrants that the information as set out in the Application for Credit Facilities form is correct.
- 3. PAYMENT:**

THE CUSTOMER accepts and will adhere to the terms of strictly 30 days payment from date of invoice, with the exception of international agreements. Any settlement discount, as quoted, will only be credited if payment is received by THE CREDITOR within the prescribed time period of the month of purchase. All amounts payable by THE CUSTOMER to THE CREDITOR will be paid free of any bank or other charges in South African currency at the domicilium address as stated in the application for credit facilities.
- 4. WITHDRAWAL OF CREDIT/SUSPENSION:**

THE CUSTOMER acknowledges that should credit facilities be granted as a result of this application, the same may be withdrawn by THE CREDITOR, at any time, without prior notice, THE CREDITOR reserves the right at any time and without notice, to suspend THE CUSTOMERS' account, withhold supplies and to amend any trade discount structures.
- 5. ACCELERATION CLAUSE:**

THE CUSTOMER agrees that should it become necessary for THE CREDITOR to proceed against THE CUSTOMER in a Court of Law, at any time, the whole amount outstanding on the account will immediately become due and payable, notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment, at the discretion of THE CREDITOR
- 6. JURISDICTION:**

THE CUSTOMER consents to the jurisdiction of the Magistrate's Court by virtue of Section 45 of the Magistrate's Courts Act of 1944 or the determination of any claim which THE CREDITOR may, at any time, have against THE CUSTOMER arising out of the supply of goods or any other reason whatsoever and which would otherwise be outside the jurisdiction of the aforementioned Court by virtue of the amount claimed, in terms of Section 28 of the aforesaid Act, at the discretion of THE CREDITOR. Should a party elect to institute proceedings in the Supreme Court, the parties consent to the jurisdiction of the Free State Provincial Division,
- 7. COSTS:**

THE CUSTOMER agrees that if any claim against THE CUSTOMER is handed over to THE CREDITOR'S Attorneys for collection, THE CUSTOMER will be responsible for all attorney's costs incurred by THE CREDITOR, which costs shall include all collection charges, disbursements and costs on the scale between attorney and client, and inclusive of collection commission as well as an additional amount of 10% of the legal fees in order to cover THE CREDITOR for its additional administrative work.
- 8. INTEREST:**

THE CUSTOMER agrees that should any amount owing by THE CUSTOMER become overdue, interest will be charged on the rate of 1.5% per month, monthly capitalized as from date of default calculated monthly in arrear until paid in full.
- 9. PROOF OF DELIVERY:**

THE CUSTOMER agrees that a signature on THE CREDITORS official Delivery Note / Invoice /Waybill or the Delivery Note of any authorized independent carrier, will constitute prima facie proof of delivery of the goods purchased, unless the contrary is proved by THE CUSTOMER.
- 10. OWNERSHIP OF GOODS:**

THE CUSTOMER agrees that ownership of any GOODS sold to THE CUSTOMER by THE CREDITOR shall not pass to THE CUSTOMER until payment for such goods has been made in full by THE CUSTOMER, or its nominee, to THE CREDITOR.
- 11. INSURANCE:**

THE CUSTOMER agrees that all GOODS in possession and control of THE CUSTOMER will be insured by THE CUSTOMER for the full amount of the said goods.
- 12. WAIVER OF RIGHTS:**

THE CUSTOMER agrees that any latitude or allowance whatsoever which THE CREDITOR may grant to THE CUSTOMER, particularly with regard to the agreement, will not be construed to be a waiver of any rights that THE CREDITOR might otherwise have against THE CUSTOMER.
- 13. DOMICILIUM:**

The parties hereby choose their domicilium citandi et executandi at the address stated on page 1 of the application for credit facilities and any notice or process delivered there or posted thereto shall be deemed to have been received by the party on the date of such delivery or 7 (SEVEN) days after posting as the case may be.
- 14. CESSION:**

THE CUSTOMER agrees that as security for the discharge of the obligations assumed by THE CUSTOMER, THE CUSTOMER by its signature hereto cedes, makes over and transfers to THE CREDITOR any claims which now are or which may hereafter become due to THE CUSTOMER by its Debtors. THE CUSTOMER hereby undertakes on demand by THE CREDITOR to take all such steps as may be necessary to enable THE CREDITOR to enforce the rights of THE CREDITOR hereunder. THE CUSTOMER agrees that if prior to signature hereof THE CUSTOMER has ceded such claims to anyone whomsoever, this cession shall be deemed to be a cession of all THE CREDITOR'S reversionary rights in, and any such claims, after payment of all amounts secured in favour of any prior creditors.
- 15. CHANGE IN BUSINESS:**

THE CUSTOMER undertakes, and agrees that, in the event of the Close Corporation / Company / Partnership / Business, being sold or the being any other change in the constitution of the Close Corporation / Company / Partnership / Business, that it is incumbent on THE CUSTOMER to disclose such sale or change to THE CREDITOR, in writing, within seven days of such event having taken place. THE CUSTOMER furthermore agrees that in the event of it failing to notify THE CREDITOR of such sale or changes, THE CUSTOMER shall, despite such sale or changed constitution, remain fully and legally obligated for all goods ordered, sold and delivered in the name of THE CUSTOMER and in addition, at THE CREDITORS sole discretion. THE CREDITOR may, where applicable, institute proceedings against the sureties referred to hereunder, in such event.
- 16. STATEMENT OF ACCOUNT / INVOICE:**

Any or all payments made by THE CUSTOMER to THE CREDITOR shall be directed to THE CREDITOR at the address stipulated on THE CREDITOR'S monthly Statement of Account or invoice. It is THE CUSTOMER'S duty to ensure that all payments are made timorously and THE CUSTOMER shall have no reason to withhold payments due to THE CREDITOR.
- 17. RETURN OF GOODS:**

Goods correctly supplied will not be accepted for credit without prior written consent and any such credit granted shall be subject to a handling fee of 10%.
- 18. CREDITOR'S ADVERTISING AND BROCHURES:**

All drawings, descriptive matter, specifications and advertising issued by THE CREDITOR and any descriptions or illustrations contained in the CREDITOR'S brochures are issued for information purposes only and do not constitute any representations or warranties of any nature whatsoever of the Goods described in them.
- 19. LIMITATION OF LIABILITY:**

THE CREDITOR hereby exludes all liability of any nature whatsoever to THE CUSTOMER or any other party for any loss, damage or injury sustained or incurred by THE CUSTOMER or any other party in consequence of or resulting or indirectly by the supply of, use or performance of any GOODS for whatsoever reason.