



Bolt & Engineering Distributors (Limpopo) (Pty) Ltd

Specialist Bolt, Nut and Tool Suppliers

LIMPOPO

Reg. No. 2009/017171/07

PO BOX 4260 RUSTENBURG 0300 • CNR MAGGIE & PIETER GROBLER STREETS ELLISRAS 0555 • TEL (014) 763 6717 • FAX (014) 763 6244 • EMAIL johnny@bolteng.co.za

ACCOUNT NO.: _____

PART A: APPLICATION FOR CREDIT FACILITIES

Applicant (Name in full): _____

Trading Name (if applicable): _____

Company/Close Corporation Registration No: _____ (attach cert copy) Date Established: _____

Postal Address: _____

Postal Code: _____

Physical Address: _____

Postal Code: _____

Telephone No: _____ E-Mail address: _____ Fax No.: _____

Registered Address: _____

V.A.T. Reg. No.: _____

Bank Details: Bank: _____ Branch: _____ A/c. No.: _____

State names of the Directors / Members / Partners or the Sole Proprietor (please print)

Full Names and Surnames	I.D. Number	Residential Address	Marital Status	Property Owned	Home Tel / Cell Number
1)					
2)					
3)					

Auditors name: _____ Telephone. No.: _____

Kindly attach a copy of your latest management accounts or audited financial statements

Estimated monthly purchase from ourselves: - R _____ Requested Payment Terms: _____

Nature of business: _____

Details of Premises (Rented/Owned): _____

If not owned by applicant please state details of owner and contact telephone number: _____

Associated Companies (if any): _____

TRADE REFERENCES

Company Name	Telephone No. & Dialing Code	Contact Person
1)		
2)		
3)		

Any additional information to support your application: (for example copies of orders on hand or tenders)

PLEASE ATTACH A CANCELLED COPY OF APPLICANT'S LETTERHEAD. PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM

PART B: DEFINITIONS (applicable to Parts C, D and E)

The "Company" shall mean Bolt & Engineering Distributors (Limpopo) (Pty) Ltd.

"Applicant" shall mean the applicant, for credit facilities, referred to in Part A hereof.

"Customer" shall mean the company, close corporation, partnership, proprietor or individual applying to whom the company has granted credit facilities.

PART C: TERMS AND CONDITIONS

1. Unless otherwise agreed in writing, the Customer undertakes to make payment within thirty days from date of statement, or such extended period authorised in writing by the Company. In the event of the Customer not paying any amount that is due, then, any other amounts which are outstanding and not due will immediately become due, owing and payable without further notice to the customer. It must be understood that the Company reserves the right to revoke the Customers credit terms at its sole discretion.
2. Should the company instruct attorneys to collect any amount owing by the Customer, the Customer agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission that may be charged in respect of the collection thereof, together with an administration fee of 10% of the amount collected.
The Customer and any surety for the obligations of the Customer as stated in part E, hereby consent in terms of Section 45 of the Magistrate's Court Act to the jurisdiction of the Magistrate's Court, having jurisdiction in terms of Section 28 of the said Act not the High Court, thereby replacing the aforementioned jurisdiction of the Magistrates Court Act with that of the High Court. All disputes shall be settled according to South African law.
3. It is a condition of this application, that if required by the Company, a person approved by the Company shall act as surety for and co- principal debtor with the Customer on the terms stated in Part E.
4. The delivery of goods to the Customer and the invoice in respect thereof shall be deemed to be in order, unless the Customer advises the Company to the contrary within 7 days after date of such invoice.
5. The Customer nominates as their domicilium citandi et executandi the physical business address reflected in part A. of this application for purposes of service of all processes, notices and the like, and any other address notified to the Company in writing from time to time.
6. Risk in the goods shall pass on delivery.
7. Should payment of any amount not be made within the credit terms approved, any discount granted or to be granted, in respect of such amount, may at the discretion of the Company be withdrawn. It is further acknowledged that should any amount not be paid within the credit terms approved, then the entire amount outstanding at that time shall become due, owing and payable.
8. The Company does not supply "Consignment Stock" or goods on a "Sale or Return" basis unless specifically agreed in writing.
9. Notwithstanding the delivery and possession of any goods purchased, ownership of the goods shall remain vested in the Company until the purchase price has been paid in full.
10. Should any orders be received requiring delivery outside the borders of South Africa, these goods shall be supplied on an "Ex- Works" basis, whereby the Customer shall effect additional payment for the delivery and packing of the goods, as well as payment for insurance in transit.
11. It is a prerequisite that the recipient of the goods, confirmed by their signature to the proof of delivery, is deemed to be authorised to act in this capacity for and on behalf of the Customer.
12. Should the Customer wish to invoke a dispute regarding any discrepancy in price, returns, discounts or items of a similar nature, this must be supported by the written agreement of such an arrangement signed by an authorised representative of the Company.
13. The Company shall at any time be entitled to invoke its rights, notwithstanding that the Company may previously have disregarded any particular breach or breaches of the agreement by the Customer, or that the Company may previously have accorded to the Customer expressly or by implication, permission to perform otherwise than strictly in accordance with his obligations hereunder.
14. The Customer and surety acknowledges that by signature hereof they have agreed to be bound to the terms and conditions set out here above not only in respect of the credit possibly granted in this instance, but also in relation to all increases in credit limits, variations of credit terms, the operation of more than one account and in respect of any credit granted subsequently by another company falling within the definition of Company, but not explicitly referred to in this document.
15. By signing this document, The Customer consents unequivocally, to the Company performing the necessary reference checks with the Credit Bureau of the Company's choice in order to establish and accurately verify the Customer's past credit history and conduct as well as the requisite static information. Further, the Company reserves to itself the right supply the Credit Bureaux with accurate and appropriate credit references as they pertain to the Customers conduct of this account.

PART D: DECLARATION

I/We do hereby apply to the Company for credit facilities and I/We have read and understood the terms and conditions as set out in Part C of this application and agree to be bound thereby.

The Applicant hereby consents to the Company making enquiries about their / its credit record with any credit reference agency and other parties named herein to confirm the details of this application and obtain additional information the Company may deem necessary.

I/We warrant and certify that:

1. The information contained in this document is true and correct and I/We undertake to notify the Company of any changes to particulars given in this application;
2. I am/ We are duly authorised to sign this application.

DATE: SIGNED:

On behalf of (applicant's name and stamp) NAME OF SIGNATORY:

PART E: SURETYSHIP

I/We

a) (name) in my capacity as of the customer

ID NO.: PHYSICAL ADDRESS:

b) (name) in my capacity as of the customer

ID NO.: PHYSICAL ADDRESS:

c) (name) in my capacity as of the customer

ID NO.: PHYSICAL ADDRESS:

which I/ we hereby choose as my / our domicilium citandi et executandi I do hereby bind myself / ourselves jointly and severally in solidum with the customer hereinabove stated to and in favour of Bolt & Engineering Distributors (Mpumalanga) (Pty) Ltd. as surety(ies) for and co-principal debtor(s) with the customer for the payment of all debts and other monies due of whatsoever nature and howsoever arising by the customer to the creditor from time to time. I/We hereby renounce the benefits of the legal exceptions of excussion and division, cession of action and no value received and all or any exceptions which could or might be pleaded to any claim by the creditor against me / us, with the meaning, force and effect of all which exceptions I/We declare myself / ourselves to be fully aquanted. I/We furthermore agree that the terms and conditions in Part C above shall mutatis mutandis be applicable to the suretyship.

THUS DONE and SIGNED by me / us on this the day of 200

in the presence of the undersigned witnesses.

AS SURETY(IES):

a (Signature)

b (Signature)

c (Signature)

AS WITNESSES

1. (Name & Signature)

2. (Name & Signature)

3. (Name & Signature)