

 <p>P.O. BOX 39017 BRAMLEY 2018 JOHANNESBURG</p>	<p>SPRINGTRADE 114 CC T/A</p> <h1 style="margin: 0;">MODCON</h1> <p style="font-size: 1.2em; margin: 0;">Creating Concrete Solutions</p>	<p>Tel: (011) 786-2476 Fax: (011) 887-2877 e-mail: account@modconprecast.co.za web: www.modconprecast.co.za</p>
CK 99 23405/25 VATno: 4090184757		

## CREDIT APPLICATION FORM

FULL NAME OF APPLICANT FIRM: \_\_\_\_\_

P O BOX \_\_\_\_\_ TEL: ( ) \_\_\_\_\_

TOWN \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

FULL DELIVERY ADDRESS \_\_\_\_\_

\_\_\_\_\_

SOLE OWNER / PARTNERSHIP /PTY /LTD/ CC /

CO. REGISTRATION NUMBER \_\_\_\_\_ COMMENCE DATE \_\_\_\_\_

VAT REGISTRATION NO: \_\_\_\_\_

NAME OF AUDITORS \_\_\_\_\_

**DETAILS OF PARTNERS /DIRECTORS / PROPRIETORS AND MEMBERS**

	<u>FULL NAME</u>	<u>ID NUMBER</u>	<u>RESIDENTIAL ADDRESS</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

	<u>BANKER</u>	<u>BRANCH</u>	<u>ACCOUNT NO</u>
	_____	_____	_____

CREDIT REQUIRED R \_\_\_\_\_ PER MONTH. TERMS 30 DAYS NETT

**Signature** \_\_\_\_\_

## TERMS AND CONDITIONS

I, the applicant or its duly authorised agent do hereby for Credit Facilities and in consideration thereof, I record that I agree to the following conditions to binding on the applicant;

1. In the event of the creditor having any claim in respect of any amounts at any time due to it the amount of the customer's indebtedness to the creditor shall be determined and proved by a written certificate of a director of the creditor, whose appointments as such need not be proved, and such certificate shall be binding on the customer, and shall be prima facie proof of the customer's indebtedness to the creditor.
2. The Creditor shall be entitled to charge interest on all outstanding amounts at the maximum rate permissible from time to time in terms of the Usury Act No of 1968.
3. Notwithstanding the amount, which may at any time be owing by the applicant to the Creditor, it is hereby specifically consented in terms of Section 45 of the Magistrates Court Act (No. 32 of 1944, as amended) to the jurisdiction of the Magistrates Court or any other Magistrates Court having jurisdiction over the applicant for the determination for any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the Creditor against the applicant arising out of any transaction between us, it being understood that the Creditor shall be entitled, but not obligates to bring any action or proceedings in the said court and that all costs including those of the attorneys/client scale and attorney/collection commission will be borne by the applicant.
4. This agreement relates to the scale by the creditor to the applicant of **Springtrade 114 CC T/A Modcon Concrete Works** product and the terms and conditions of credit extended by the creditor to the applicant and constitutes the sole and exclusive agreement between the applicant and the creditor, and no warranties, representations, guarantees, proposals oral or written, or any other term or condition of whatsoever nature not contained or recorded herein, shall be of any force or effect, or binding on the creditor
5. The applicant's order for the goods shall continue an offer, irrevocable for 30 (thirty) days and formal written acceptance by the creditor of the applicant's offer (in the absence of which despatch by the creditor of the goods) shall constitute acceptance of the said offer, these conditions of sale shall always constitute the terms and conditions governing the sales unless goods are ordered by and supplied to the Applicant under any other written agreement of sale entered between the parties.
6. The creditor does not guarantee delivery of the goods on any specific date, but will attempt to deliver same on or about the date they are required by and as specified by the applicant. The creditor shall not be liable in any way whatsoever
7. Notwithstanding anything to the contrary contained herein., ownership of the goods shall remain vested in the Creditor until payment for the goods shall have been received in full by the Creditor.
8. The creditor shall be entitled to raise a separate invoice in the respect of each delivery of goods effected by it on the Applicant. The Creditor will issue a monthly statement for goods sold and delivered during the proceeding month and the applicant shall make payment of the full amount of such statement to the Creditor within 30 (thirty) days from the date of such statement,
9. The Applicant shall make payment, free of bank exchange and any other deductions, to the Creditor at the address detailed on the Creditors statement or at such address as the Creditor may direct in writing.
10. The Creditor reserves the right to refuse to recognise any complaint from the Applicant in respect of specification, quantity, package failure or short delivery of goods unless such complaint is lodged with the Creditor within 7 (seven) days of delivery of the goods to the Applicant or such longer period as may be agreed between the Creditor and the Applicant for certain specific goods. In the event of any dispute arising between the Creditor and the Applicant on any aspect of the account, or any other dispute or complaint, the Applicant shall not be entitled to withhold any payments due and shall continue to pay all amounts due by the Applicant to the Creditor. The Creditor shall be entitled to recover and accept these payments. The acceptance of the payments by the Creditor shall be without prejudice to and shall not in any manner whatsoever effect any other rights the Creditor may have against the Applicant.
11. No contract varying, adding to, or deleting from these conditions, and no waiver of any right under these conditions, will be effective unless reduced to writing and signed by or on behalf of the Creditor and the Applicant.
12. No indulgence by the creditor shall constitute a waiver, novation and/or abandonment of any of the creditor's rights under this agreement.
13. I warrant that the information submitted above is true and correct and that I have taken note of and agreed to your terms and conditions of sale.
14. I acknowledge that this document is a liquid document for the purposed of obtaining provisional sentence against the applicant and myself.
15. The address appearing on this application I hereby appoint as domicilium citande et executandi.
16. The applicant is aware that due to the nature of the business, Rate of Exchange variances may be applied on orders at the date of delivery.

Signature \_\_\_\_\_

**SURETYSHIP**

I by my signature hereto on behalf of the applicant company do hereby bind myself in my private and individual capacity as surety and co-principal debtor with the applicant company for the payment to you of the amounts which may only be cancelled by me by notice in writing to you and then only provided that all amounts then owing by the applicant company, whether due or not, to you have been paid in full.

I renounce the benefits of the Legal Exceptions “Non causa debiti” Ordinis seu excussionis et divisionis” and “Cession of action” with the first meaning and effect of which I declare myself to be fully acquainted.

I also acknowledge that any certificate issued in terms of (1) above, shall be binding on me in any action brought against me as surety and co-principal debtor.

**SIGNED BY APPLICANT OR ITS DULY AUTHORISED AGENT WHO HEREBY WARRANTS THAT HE IS AUTHORISED TO SIGN ON BEHALF OF THE APPLICANT.**

SIGNATURE \_\_\_\_\_ FULL NAME \_\_\_\_\_  
 CAPACITY IN WHICH SIGNED  
 (DIRECTOR/MANAGER/SECRETARY/MEMBER ECT)

**AS WITNESS**

SIGNATURE                      FULL NAME

1 \_\_\_\_\_ DATE \_\_\_/\_\_\_/\_\_\_

2 \_\_\_\_\_ DATE \_\_\_/\_\_\_/\_\_\_

**TRADE REFERENCES**

(No credit will be granted without contactable trade references)

NAME	TEL NUMBER	CONTACT PERSON	LIMIT	AMOUNT DUE
1 _____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____
4 _____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____

