



CEMENT FORCE

Importers and Distributers of Quality Building Material

CEMENT FORCE CREDIT APPLICATION

BUILDING MATERIALS

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APPLICATION TO OPEN CREDIT ACCOUNT

REGISTERED NAME:	
REGISTERED NUMBER:	
DATE ESTABLISHED	
TRADING NAME:	
VAT NUMBER:	
NATURE OF THE BUSINESS:	
TYPE OF BUSINESS:	
Sole Proprietor	
Close Corporation	
Partnership	
(PTY) limited	
CONTACT PERSON:	
REGISTERED ADDRESS:	
PHYSICAL ADDRESS:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
OPERATIONS/BUYING CONTRACT:	
ACCOUNTS CONTACT:	
FAX NUMBER:	
HOLDING COMPANY:	

DETAILS OF DIRECTORS/PARTNERS/SHAREHOLDERS:

<u>NAME:</u>	<u>ADDRESS:</u>	<u>TEL:</u>

TRADE REFERENCES: (PLEASE INCLUDE TEL NUMBER AND CONTACT)

1)		
2)		
3)		

BANK NAME:

BRANCH:

ACCOUNT NUMBER:

DATE OPENED:

AMOUNT OF CREDIT REQUIRED:

TERMS:

COD

7 DAYS:

IS YOUR BUSINESS UNDER DEBT REVIEW?

B. TERMS OF APPLICATION

I/We, the undersigned, do hereby

1) Make application on the Applicant's behalf for an open account with CEMENT FORCE

(Hereinafter referred to as "the Creditor") for all past, current and future debts, for the supply of goods and services to the Applicant from time to time on credit.

2) Warrant that the information given in section A above is correct, and undertake to notify the creditor in writing of any change in such information within 7 (seven) days of such change occurring.

3) Warrant that the signatories to this Application for Credit Facilities are duly authorized to act on behalf of the Applicant and are making this application for credit with the Applicant's full knowledge and permission.

4) Warrant that the physical address given for the Applicant is its chosen domicilium citandi et executandi for all its dealings with the Creditors and for the purpose of any notices to be issued in terms of this agreement or any action which the creditor may wish to institute against the applicant.

5) Acknowledge on the Applicant's behalf that, notwithstanding delivery of the under mentioned goods and notwithstanding anything to the contrary which may thereafter appear on any invoice, delivery note, account or other document from the Creditor:

5.1) the purchase price of goods supplied and services rendered by the creditor to the Applicant must be paid within 7 days from the date of this first statement rendered by the Creditor reflecting such price, unless the parties agree in writing to an extension of the period: and such payment may be appropriated by the creditor on the account in any way he deems fit.

5.2) Cede to the Creditor all amounts due to the Applicant for goods delivered to his client on the Applicants behalf by the Creditor until payment for work done has been made in full to the Creditor.

5.3) Should any price owing by the Applicant to the creditor not be paid on due date, then:

5.3.1) all amounts owing by the Applicant to the Creditor will become immediately due and payable notwithstanding the fact that portions of such amounts might otherwise not yet be due and payable;

5.3.2) the Creditor will be entitled but not obliged to cancel any or all contracts of sale between the Creditors and the Applicant and immediately take possession of any goods supplied or transported in terms of such contract/s;

5.3.3) the Applicant will be liable to the Creditor for the payment of compound interest on all amounts overdue at the rate of 8% above the prime overdraft rate charged by the bank from time to time;

5.3.4) The Applicant will be liable for all costs incurred by the Creditor as between attorney and client in recovering or attempting to recover any amounts to the Creditor by the Applicant and/ or the surety. All payments shall be allocated firstly towards interest and costs and thereafter towards capital.

5.3.5) Should a cheque or any other negotiable instrument or letter of undertaking, submitted by the Applicant to the Creditor not be honoured for any reason whatsoever then the total indebtedness of the applicant shall immediately become due and payable in full.

5.3.6) The Creditor expressly agrees that no debt owed to CEMENT FORCE the Creditor shall become prescribed before the passing of a period of six years from the date the debt falls due.

6) Bind myself personally/ bind ourselves personally, jointly and severally to the Creditor as surety/ sureties and co-principal debtor/s in solidum with the Applicant or the due and punctual payment to the Creditors of all sums of money which may now be, or in future become, owing by the Applicant to the Creditor from whatsoever cause arising and whether or not the credit limit requested in A above has been exceeded. I/We each hereby consent to the jurisdiction of the Magistrates Court to determine any action which the Creditor may wish to institute against me/ us or any of us arising out of this deed of surety ship. The Surety ship is binding on me/ us notwithstanding the fact that other intended co-sureties never sign this

document. I/ We hereby waive the renounce any legal benefits to which we are entitled by law, including the benefits of exclusion, division cession of action an de duobus vel pluribus reis debendi (of which benefits. I/ We represent and confirm that we know the meaning and full force and effect.)

7) Agree the following conditions of trade will be applicable with the Creditor and that the Applicant is bound thereto for as long as it may be indebted to the Creditor;

7.1) notwithstanding anything contained herein; the Creditor will be not be liable to the client/ consignor for any loss or damages to the goods carried or being loaded or off-loaded;

7.2) the onus of establishing the conditioning of any of the goods carried at the time of delivery thereof, at all times, remains of the Applicant. A delivery note given at such time by the Creditor to the Applicant in respect of the goods will constitute proof on such conditions.

7.3) Should the Applicant not be satisfied with the quality of the product delivered, these products will be transported back to Conup at the Applicant's expense. Should the Applicant have queries hereafter it will be his responsibility to return the product at his own cost, which he will be credited for if there is a valid reason for the complaint.

8) In the event of the Creditor delivering the goods to an unauthorized person, at address instructed by Applicant, purporting to be, or be acting on behalf of, the Applicant or apparently in control of the premises appointed by the Applicant, no liability for any loss or damage arising out of such delivery will attach to the Creditor.

9) The Creditor will not be liable for delay or detention of the goods carried on for any loss, damage or deterioration arising there from, unless the date and time for delivery of the consignment is expressly stipulated in writing as being of the essence of the contract.

10) The name and address where each load has to be unloaded will be properly given by the Applicant and every consignment will be accompanied by all necessary documents to determine such address. The Creditor will not be responsible of any loss or any incorrect delivery of the consignment due to the incorrect details of the off-loading address being given to the Creditor.

11) Accept on behalf of the Applicant;

11.1) Liability for the price of any goods supplied as reflected on any invoice received by the Applicant or on the first statement of account received by the Applicant debiting such price unless such liability and/ or price is dissented from in writing within 7 days from date of receipt of such invoice or statement whichever has been received earlier;

12) Agree on Applicants behalf that:-

12.1) All goods transported by the Creditor for the Applicant will be conclusively deemed to have been received by the Applicant or its Agent in good condition unless the Applicant makes written complaint to the creditor within 14 days of delivery of such goods;

12.2) All invoices and statements of accounts posted by the creditor shall be deemed to have been received by the Applicant 5 days after the date of posing thereof to the address specified in 7 above.

12.3) Agree that a certificate purporting to be signed by a manager, financial manager or credit controller of the creditor and such certifying the amount due to the creditor by the Applicant and/or by me/us or either of us in my/our capacity/ies as sureties at any time will be : conclusive proof of amount due. In the event of a court refusing to enforce such items, then such certificate will instead constitute prima facie proof (until the contrary is provided) of such amounts due:

12.4) Agree that no waiver the Creditor or any breach, failing or default in performance by the Applicant and no failure, refusal or neglect by the Creditor to exercise any right hereunder or to insist upon strict compliance with or performance of the Applicant's obligations under this agreement shall constitute a waiver of the provisions of this agreement and the creditor may at any time require strict compliance with the provisions of this agreement from the Applicant;

12.5) Agree that this agreement constitutes the entire agreement between the parties and acknowledge that there are no other oral or written understandings or agreements between the parties relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

12.6) Consent to the jurisdiction of the Magistrates Court to determine any action which the Creditor may wish to institute against the Agreement arising out of this Application for credit.

SIGNED BY MEMBER/OWNER DULY AUTHORISED TO:

SIGNATURE:

DATE:

PLACE:

Please ensure that the following documents are attached to your completed credit application:

- 1) Copy of company registration documents (LATEST CIPC DISCLOSURE CERTIFICATE)
- 2) Copies of ID's of all Directors/Members/Partners/Owners
- 3) Copy of company's VAT registration Form/Valid Tax Clearance Certificate
- 4) Copy of documentation to confirm banking details
- 5) Copy if applicable of BBBEE certification
- 6) Any overdue account will be charged with 2% interest per month



DEED OF SURETYSHIP

We the undersigned,

bind ourselves as sureties to

**CEMENT FORCE ("the creditor").
2006/139508/123**

on the terms and conditions set out below:

1) SURETYSHIP UNDERTAKING

1.1) We bind ourselves to the creditor, jointly and severally, as co- sureties for and co-principal debtors with, _____ ("the debtor") for the due performance by the debtor of all its obligations under an agreement of the Credit Application signed with the "Creditor"

1.2)The failure of either of us to sign this deed will not release, or affect in any way, the liability of the other of us who does sign. (This is a joint suretyship and will only be binding if signed by both parties).

1.3) This deed of suretyship will be additional, and without prejudice, to any other suretyship or security now or in the future held by the creditor in relation to the indebtedness of the debtor.

2) PAYMENT

2.1)Any payment in terms of this suretyship must be made free of deduction or set-off to the creditor at.....

2.2)The creditor may apply monies received from us in any manner it deems fit to reduce the debtor's liability.

3) CREDITOR'S RIGHT OF RECOVERY

3.1)The creditor may, without prejudice to its rights under this deed of suretyship,

3.1.1)agree to any variation of the lease;

3.1.2)make any compromise with the debtor or grant to it any extension of time, relaxation, or indulgence; 3.1.3)release any other surety or security given in respect of the debtor's indebtedness;

3.1.4)institute legal proceedings against the debtor without prior notice to us of the debtor's default or its (the creditor's) intention to take proceedings

3.1.5)on the insolvency of the debtor, prove a claim against the insolvent estate and accept any offer of compromise.

4) PROOF OF DEBTOR'S LIABILITY

4.1) Any admission, or acknowledgment of indebtedness, by the debtor will be binding on us.

4.2) A certificate signed by any director (whose authority need not be proved) of the creditor showing the amount of our indebtedness to it at the date of that certificate, will be

4.2.1) prima facie evidence of the amount of that indebtedness; and
4.2.2.) binding on us (unless we prove it incorrect) in any proceedings instituted against us by the creditor for judgment or provisional sentence.

5) NO VARIATION / TERMINATION EXCEPT IN WRITING

No termination or variation of this suretyship will be of any force and effect unless it is recorded in writing and signed by the creditor.

SIGNED at on of19.....etc.