



**m-tech**plastics  
flexible plastics solutions

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# Application for Credit Facilities

## TERMS AND CONDITIONS APPLICABLE TO CUSTOMERS AND SIGNATORY SURETYSHIP

### NOTE:

1. Kindly complete sections A to E on pages 2-7
2. Please furnish all details requested as failure to complete all sections will result in an unnecessary delay in processing your application.
3. Please note that should you wish to place an order in the interim, the order will be despatched on a C.O.D basis until your account is opened. In this regards a deposit will be called for.
4. Should you have any queries, please contact our Credit Controller on 011 801 3000.
5. Each page is to be stamped with your Company's stamp, initialled on all the pages by all parties as well as signed in full by all parties on the last page.

## Section A

Full Registered Name of Business ("The Customer")	:	_____
Trading Name (if different from above)	:	_____
Details of Holding Company (if applicable)	:	_____
Type of Business	:	_____
How long has business been established (Company or Entity's)	:	_____
Registration Certificate Number (attach copy of Certificate to Commence Business/ Registration Incorporation)	:	_____
VAT Registration Number (attach copy of Registration Certificate)	:	_____
Business Street Address	:	_____
	:	_____
	:	_____
	:	_____
Business Postal Address	:	_____
	:	_____
	:	_____
Telephone Number	:	_____
Facsimile Number	:	_____
Accounts Payable Contact Person	:	_____
Purchasing Manager	:	_____
Business Auditors	:	_____
Registered Head Office	:	_____
	:	_____
	:	_____
Physical Address	:	_____
	:	_____
	:	_____

**Section B**

Amount of credit requested : \_\_\_\_\_

Estimated monthly purchase : \_\_\_\_\_

**Bank Details**

Bank Name : \_\_\_\_\_

Branch Name : \_\_\_\_\_

Branch Code / Clearing Number : \_\_\_\_\_

Business Account Number : \_\_\_\_\_

Bank Telephone Number : \_\_\_\_\_

Name of Account Holder : \_\_\_\_\_  
(If different from business name)

Bank Manager : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

# Section C

## Details of Directors/ Partners/ Owners/ Members

Surname	:	_____
Full Christian Name(s)	:	_____
Identity Number	:	_____
Designation	:	_____
Residential Address	:	_____
	:	_____
Surname	:	_____
Full Christian Name(s)	:	_____
Identity Number	:	_____
Designation	:	_____
Residential Address	:	_____
	:	_____
Surname	:	_____
Full Christian Name(s)	:	_____
Identity Number	:	_____
Designation	:	_____
Residential Address	:	_____
	:	_____
Surname	:	_____
Full Christian Name(s)	:	_____
Identity Number	:	_____
Designation	:	_____
Residential Address	:	_____

# Section D

## Trade References

Company Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

Company Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

Company Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

Company Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

Company Name : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Account Number : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_

## Section E

### Standard Terms and Conditions of Sale Including a Deed of Surety ship

All sales of goods to yourself, the customer, by ourselves, the creditor, are concluded on the under mentioned terms and conditions.

1. Payment terms are strictly 30 days nett unless otherwise stated.
2. Credit limits granted may not be exceeded without the writers prior consent of the Creditor but should the Customer for any reason exceed such credit limit, it shall not withstanding be liable for the full amount and not under any circumstances be limited to the amount of the credit limit.
3. The Customer hereby acknowledges that, should payment not be received on due date or any payment by cheques be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice of whatsoever nature. The customer shall pay interest on all overdue balances at the maximum rate permissible by law from time to time.
4. In the event of the Creditor instructing its Attorneys to collect any overdue amount, all legal fees and collections changing and tracing agents fees as between Attorneys and client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges therefore to interest and finally to capital.
5. Risk in the goods shall pass to the Customer on delivery thereof. Claims will not be recognized unless notified within 7 days of date of delivery.
6. The customer and the signatory hereby consent to the jurisdiction of the Magistrate's Court for all action, which may be instituted against one or both for the recovery of any amounts owing to the Creditor.
7. The Creditor shall not be responsible for any loss or damage howsoever caused to the property or person if the Customer or any third party as a result of any defect in the goods whether patent or latent, and the Customer indemnifies the creditor against any claims made against it by any third arty arising out of any such defect.
8. All goods remain the property of the Creditor until full payment has been received, (which shall include legal costs and interest where applicable) and until the customer has fulfilled all other obligations in favour of the creditor arising from any cause whatsoever. Giving a negotiable document does not constitute payment.
9. The Customer shall be obliged to collaborate in the measure that we, the Creditor, intend to take to protect our proprietary rights in the goods. If third parties try to assert or substantiate the rights to any goods which we, the creditor, still have proprietary rights, the Customer shall be obliged to inform the Creditor of any such action immediately. On failure to pay the price or perform any obligation within 14 days after demand, we, the Creditor, shall have the option at any time thereafter not withstanding any indulgence or relaxation granted, to cancel the sale and repossess the goods or the balance thereof, and the Customer shall forfeit any amount paid on account. Should we be able to resell the goods by auction or private treaty, the customer will be given credit for all the amounts received in excess of the expenses of recovery and resale.
10. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect unless reduced to writing and signed by both the Creditor and Customer. No representations have been made by the Creditor or on its behalf, which have included to enter into this agreement.
11. The Creditor may at any time, without any notice, appropriate and apply and having done so re-appropriate and apply, at its discretion, any amount received from or on behalf of the Customer or any amounts due to the Customer, to any actual contingent liability of obligation of the Customer, to any actual contingent liability or obligation of the Customer to the Creditor.
12. For all purposes under this Agreement including giving of any notice, the payment of any amount, the service of any process and for all other purpose arising from this Agreement, the Customer chooses cintandi et execuntandi at the address stipulated on the Credit Application form.
13. No relaxation or indulgence granted by the Creditor shall be deemed to be a waiver of any of the rights of the Creditor in terms of this Agreement and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions of this Agreement.
14. The signatory/ signatories hereby binds himself/ themselves jointly and severally as surety and co-principal debtor/s in solidum with the Customer into and in favour of the Creditor, its order or assigns for the due performance by the Customer of all its obligations to the Creditor.

I/ We acknowledge having read the above terms and conditions and without limiting the generality thereof, especially clause 14 and agree to be bound by all such terms and conditions.

For and on Behalf of

(Customer's Full Name) : \_\_\_\_\_  
(Address of Customer) : \_\_\_\_\_  
: \_\_\_\_\_

Authorised Signatory

\_\_\_\_\_ FULL NAME I.D NUMBER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
I ACKNOWLEDGE THAT THIS DOCUMENT WAS FULLY COMPLETED BEFORE I SIGNED SAME.

WITNESS: \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

Authorised Signatory

\_\_\_\_\_ FULL NAME I.D NUMBER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
I ACKNOWLEDGE THAT THIS DOCUMENT WAS FULLY COMPLETED BEFORE I SIGNED SAME.

WITNESS: \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

Authorised Signatory

\_\_\_\_\_ FULL NAME I.D NUMBER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
I ACKNOWLEDGE THAT THIS DOCUMENT WAS FULLY COMPLETED BEFORE I SIGNED SAME.

WITNESS: \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

<b>Office Use Only</b>	<input type="checkbox"/> <b>Original Received</b>	<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Declined</b>
F.D: _____	Date Opened: _____		
Date: _____	C.C: _____		
Signature: _____	Signature: _____		