

CREDIT APPLICATION

GUIDELINES FOR COMPLETION:

1. All sections on the first page need to be completed in full
2. Please initial the first three pages and sign the fourth page on the lower right hand side of the page and print your name & designation under the signature.
3. The credit application must be signed by a Director/Member
4. If signed by an authorised signatory, please send a copy of the resolution letter on a letterhead .
5. To be signed in the 'As witnesses' by two other people.
6. Any alterations must be signed by the Director/Member and witnesses.
7. Please attach a copy of the ID document of the person signing the application
8. Please attach a copy of a cancelled cheque
9. Please attach a copy of the VAT registration certificate
10. Please attach a copy of the Company Registration documents
11. The credit application can be faxed to 031 7015723, however we do require the original to be mailed to us or arranged to be collected.

CREDIT APPLICATION FORM

X – WHERE APPLICABLE

Sole Owner ☐ Government ☐ Partnership ☐ (Pty) Ltd. ☐ CC ☐

BUSINESS PARTICULARS OF CUSTOMER

NAME: REGISTERED AS: (the “customer”)

REGISTRATION No.: (for (Pty) Ltd and CC only)

TRADING AS (the “customer”)

(which chooses its domicilium citandi et executandi as)

PHYSICAL ADDRESS:

ADDRESS:

ADDRESS:

POSTAL ADDRESS:

TYPE OF BUSINESS:

DATE COMMENCED BUSINESS: TEL. No.: FAX No.:

VAT REGISTRATION No.:

NAME OF AUDITORS/ACCOUNTING OFFICER:

FULL NAME OF OWNER/DIRECTOR/PARTNERS/MEMBERS (In case of Partnership, names and addresses of each partner to be supplied)

RESIDENTIAL ADDRESS (PHYSICAL ADDRESS)

1

I.D. No.:

2

I.D. No.:

3

I.D. No.:

4

I.D. No.:

REFERENCE – THREE TRADE REFERENCES MUST BE GIVEN

NAME: ADDRESS/COMMENTS:

1

2

3

BANK: BRANCH: ACCOUNT No.:

TOTAL VALUE OF CREDIT REQUIRED: TERMS

DATE: SIGNATURE: **(See last page)**

All contracts between the customer and Steelbank Merchants (Proprietary) Limited or any of its subsidiaries or associated companies shall be governed by the Conditions of Purchase and Sale contained overleaf which form part of and are incorporated in this Credit Application.

Conditions of Purchase and Sale **(Including Suretyship and Cession)**

Entered into and between STEELBANK MERCHANTS (PTY) LTD (Reg. No. 71/00840/07) and its subsidiary companies and associated companies, including those listed below ("the Company") and the person, firm or company buying and whose details are more fully set out in the attached Credit Application Form (the Customer).

1. No Order placed by the Customer shall become binding upon the Company until it has been accepted by a duly authorised representative of the Company at the Company's head office which shall be deemed to be the place at which all contracts are concluded. It shall not be necessary for the Company to give formal notice of acceptance of any Order to the Customer.
2. No terms or conditions appearing in any of the Customer's documents, including the Customer's Buying Order, which are at variance with these terms and conditions shall be binding upon the Company.
3. The Customer acknowledges that any sales representative taking an order from the Customer does not have the authority to bind the Company and that no representations, warranties or any other statements made or given by any employee of the Company shall be binding on the Company, unless given in writing under the signature of a duly authorised representative of the Company.
4. The terms and conditions together with those contained in the face hereof shall apply to all contracts entered into between the parties and no variations thereof, including any variation of this clause, shall be binding upon the Company.
- 5.1. Prices quoted by the Company are the Company's current prices, which are a guide only. The price payable by the Customer will be the Company's price ruling at the date of despatch.
- 5.2. Prices are net and are not subject to discount unless a discount has been agreed upon in writing.
- 6.1. Payment shall be made to the Company within thirty (30) days of the date of the Company's statement.
- 6.2. Payment shall be made in South African Rands without deduction or demand and free from bank exchange in Durban.
- 6.3. Payment may not be withheld pending the settlement of any dispute.
- 7.1. The Company does not guarantee delivery on the date specified but will endeavour to give delivery on that date. Late delivery shall not invalidate any contract of sale between the parties nor render the Company liable for any damages whatsoever.
- 7.2. Where goods are delivered by the Company in the Company's own transport, then delivery shall be deemed to have been effected once it is tendered at the agreed point of delivery. Offloading shall be the responsibility of the Customer and at the Customer's own risk, whether or not the Customer requires the Company's employees to effect or assist in the offloading.
- 7.3. Should the Company, at the Customer's request, agree to engage a carrier to transport the goods for the Customer then –
 - 7.3.1. the Company is authorised to engage a carrier on such terms and conditions as it deems fit;
 - 7.3.2. delivery to the carrier shall be deemed to be delivery to the Customer;
 - 7.3.3. the Customer shall indemnify the Company against all demands and claims which may be made against it by the carrier so engaged together with any liability which the Company may incur to the carrier arising out of the transportation of the goods;
 - 7.3.4. the Company accepts no responsibility for goods damaged or lost in transit and the Customer is responsible for lodging a claim with the carrier.
8. The risk of loss or damage in and to goods sold shall pass to the Customer on delivery.
9. Notwithstanding anything herein to the contrary, ownership of goods sold to the Customer vests in the Company until the Company has received payment of the full purchase price, notwithstanding that goods may have been purchased for re-sale or for construction purposes. The Customer will have the right to dispose of goods purchased in the ordinary course of normal business provided that it is expressly agreed and recorded in writing that the claim to any right of recovery of the purchase price shall be ceded to the Company as security for payment of any amount outstanding. Upon the termination of any contract of sale for any reason whatsoever, the Company may retake possession of any of the Company's goods whether processed or not in respect of which ownership has not passed to the Customer.
10. The Company reserves the right to cancel any contract with the Customer should its fulfilment be delayed or rendered impossible by war, invasion, insurrection, riot, order of any government, municipal or civil authorities, breakdown, accidents, labour disputes or any other cause beyond the reasonable control of the Company and or the Company's suppliers. The Customer shall not be entitled to cancel the contract by reason of any delay in the delivery howsoever caused.
 - 11.1. The Company may immediately cancel any contract between it and the Customer or any uncompleted part of it if the Customer:-
 - 11.2. commits a breach of any of the terms and conditions hereof or of any other contract between the Company and the Customer;
 - 11.2.1 being an individual, dies or is provisionally or finally sequestered or surrenders his Estate;

- 11.2.2 being a partnership, the partnership is terminated;
- 11.2.3 being a company or close corporation, is placed under provisional or final order of liquidation or judicial management;
- 11.2.4 on any judgement being granted against the Customer;
- 11.2.5 compromises or attempts to compromise generally with any of the Customer's creditors.
- 11.3. If any amount owed by the Customer to the Company in respect of any claim is not paid on due date then all amounts owed to the Company by the Customer shall at once become due, owing and payable and any discount which the Customer may have been entitled to claim shall be forfeited.
- 11.4. All overdue amounts owing by the Customer to the Company shall bear interest at a rate of 2% per month, calculated and payable monthly in advance on the first of each and every successive month on the balance from time to time remaining owing by the Customer to the Company.
- 11.5. If any claim against the Customer is placed by the Company in the hands of its attorneys, and whether or not action is instituted, and without prejudice to any other rights which the Company may have, the Company shall be entitled to recover all legal costs incurred by it, including, without departing from the generality of the foregoing, all attorney/client charges, tracing fees and such collection commission as the Company is obliged to pay its attorneys, from the Customer.
- 12. The Company gives no warranties and makes no representations as to the suitability of goods sold for any specific purpose.
- 13.1. The Company shall not be liable in respect of any claim which has not been lodged either by hand delivery or by pre-paid registered post at its head office in writing within ten (10) days of the date of delivery. A claim will not be deemed to have been lodged unless the nature of the claim is clearly stated in writing and unless the claim is accompanied by a copy of the delivery note. The Customer shall make available goods to which the claim relates for checking and weighing by the Company's representative and for this purpose the Company's representatives shall be entitled to make use of any of the Customer's weighing apparatus free of charge. The Company shall be entitled to take samples of the goods to which the claim relates.
- 13.2. The Company shall be exempted from and shall not be liable under any circumstances whatsoever for:-
 - 13.2.1. Any indirect or consequential damages of any nature whatsoever, howsoever arising, including any loss of profit which the Customer may suffer as a result of breach or cancellation by the Company of any of its obligations;
 - 13.2.2. Any negligence on the part of the Company or that of its servants or agents in carrying out any of their obligations in terms of any agreement between the parties.
- 13.3. The Company's liability in respect of any claim based on defective goods, is limited to replacing such goods as against the return to it of the defective goods.
- 14. No indulgence or relaxation of rights granted by the Company shall be prejudicial to or constitute a waiver of any of the Company's rights under this agreement or at law and any waiver of rights by the Company shall not be construed as such unless such a waiver is reduced to writing and signed by the Company.
- 15. The parties hereby consent to the jurisdiction of the Magistrate's Court notwithstanding that the amount claimed by any party may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of Act 32 of 1944 as amended. Provided, however, that the Company shall have the right at its sole opinion and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
- 16. A certificate signed by a Director of the Company reflecting particulars of the amount owing by a customer together with particulars of all deliveries made to a customer and the Invoices appertaining to such deliveries shall, upon the mere production thereof, be binding upon the Customer and be prima facie proof of the matters stated therein and of the fact that such amount is due and payable in any legal proceedings between the Company and the Customer and will be valid, inter alia, as a liquid document against the Customer in any competent court.
- 17. Each and every undertaking herein shall be capable of independent enforcement, thus enabling any court or other competent tribunal to enforce the remainder of this agreement should it adjudge any particular undertaking or portion thereof to be invalid.
- 18. The Customer chooses as its domicilium citandi et executandi for all purposes under this agreement at the address reflected in the Credit Application Form, which forms the first page of this agreement. Any notice to be given or which may be given by the Company to the Customer in terms of or pursuant to this agreement, shall be given in writing and shall be deemed validly served if delivered personally or 7 (Seven) days after it shall have been posted by pre-paid registered post to the abovementioned address. The Customer shall have the right at any time to substitute its said domicilium with another address in the Republic of South Africa by given written notice to the Company, in the manner set out in this clause, of the appointment of a new address.
- 19. The aforementioned value of credit required is subject to alteration at the Company's discretion. Alteration of the aforementioned interest rate is subject to written notification to the Customer by the Company.
- 20. The Customer consents to the Company insuring the Customer's indebtedness to the Company with a credit risk insurer and to the Company employing the services of one or more credit bureaux for the purposes of, inter alia, performing credit checks on the Customer.

21. The Company may use information obtained from one or more credit bureaux to assess future credit applications by the Customer or to withdraw the Customer's existing credit facilities with the Company.
22. The Customer acknowledges and agrees that any information regarding his/her/their credit worthiness, defaults in payments to the Company, and details of how his/her/their account with the Company is conducted may be disclosed to any other creditor of the Customer or to one or more credit bureaux and that the Customer shall have no claim whatsoever against the Company for any damages of any nature whatsoever, including any loss of profit, which the Customer may suffer as a result of such disclosure.
23. Set off shall apply automatically and as a matter of law at the moment reciprocal debts between the parties come into existence. Upon operation of any such set off mutual debts shall be extinguished to the extent of the lesser debt with retrospective effect.

SURETYSHIP

24. The party/ies who has/have appended his/her/their signature/s hereto on behalf of the Customer:-
 - 24.1. hereby interpose and bind himself/herself/themselves, jointly and severally, the one paying the other to be absolved as surety/ies and co-principal debtor/s in solidum unto and in favour of the Company (as defined above) for the due and punctual payment and discharge by the Customer of all debts and obligations, from whatsoever cause and howsoever arising, which the Customer may in the past, or now, or from time to time hereafter owe or be obliged to fulfil to the Company and/or the Company's successors and assigns and shall extend also to the payment of damages whether there be cancellation or not of any relevant agreement; and
 - 24.2. agree that this suretyship shall remain of full force and effect until cancelled by the Company in writing; and
 - 24.3. renounce the benefits of the legal exception, excussion and division, cession of action and no value received; and
 - 24.4. agree to be bound by all the terms and conditions of this Agreement; and
 - 24.5. hereby cede/s, assigns, transfers and makes over unto and in favour of the Company his/her/their claims and/or entire loan account against the Customer until all amounts owing by the Customer to the Company have been paid in full.

CESSION

25. The Customer hereby irrevocably cedes, pledges, assigns, transfers and makes over unto the Company, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and howsoever arising which the Customer may in the past, or now, or at any time hereafter have against all and any persons, companies, corporations, partnerships and other legal persons as continuing covering security for the due payment of every sum of money which may in the past, or now, or at any time hereafter be or become owing by the Customer to the Company from whatsoever cause/s arising and for the due performance of every other obligations howsoever arising which the Customer may be or become bound to perform in favour of the Company, it being acknowledged that this Cession is a cession in securitatum debiti and is not an out and out cession. Should it transpire that the Customer entered into prior deed/s of cession, then this Cession shall operate as a cession of all the Customer's reversionary rights.

Signed at this day of 20

Signature of Customer.....

Print Name.....

Designation

As surety and co-principal debtor and being duly authorised to sign on behalf of the Customer and who acknowledges that this Agreement / Suretyship / cession was complete in all respects at the time of the Signature and that the terms and conditions hereof have been read, Understood and agreed to without reservation.

As Witnesses

1.....

2

Signed at this day of 20

As Witnesses:

1.

For and on behalf of Steelbank Merchants (Pty) Ltd.

2.

*COMPANIES:- The subsidiary companies and associated companies are:-

R & A Steel Services (Pty) Ltd, Dekro F.A.C.T.S. (Pty) Ltd, Ilos Investments (Pty) Ltd, Drumtech (Pty) Ltd, Dekro Paints (Pty) Ltd, O & A Supplies (Pty) Ltd, Walter McNaughtan (Pty) Ltd, Armstrong (Natal) (Pty) Ltd, Fabmech Engineering (Pty) Ltd, Quality Park (Pty) Ltd, Drysdale Grant & Company (Pty) Ltd, Steelbank Merchants (Natal) (Pty) Ltd, Sent Packing (Pty) Ltd, Fortified Foods Production & Development (Pty) Ltd, Stainlessbank (Pty) Ltd