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Credit Account Application Form

Sales Representative (Office Use Only)

Please Note:

1. Copies of Directors ID Documents
2. Copy of Company registration documents
3. Tax Clearance Certificate
4. Application must be signed by authorised signatory (Letter of Authority or Company resolution to be attached)

Company Information

Registered Name of Business

Trading As

Type of Company

CC	(Pty) Ltd	Sole Proprietor	Other:
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Vat Number

Company Registration Number

Postal Address

Physical Address

Bank

Account Number

Branch / Branch Code

Account Holder

Details of Directors/Partners/Members/Owners

Name	Address	I.D. Number	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Principle Contact

Full Name	
Position	
Telephone	
Fax	
Cell	
Email	

Buyer / Procurement

Full Name	
Position	
Telephone	
Fax	
Cell	
Email	

Accounts Payable

Full Name	
Position	
Telephone	
Fax	
Cell	
Email	

Accounts Payable Manager

Full Name	
Position	
Telephone	
Fax	
Cell	
Email	

Credit Information**Credit Requirement**

Monthly Purchases	<input type="text" value="R"/>	Number of Years Business Established	<input type="text"/>
Credit Limit Required	<input type="text"/>	Required Terms	<input type="text"/>

Trade Reference 1

Company Name	<input type="text"/>	Contact Person	<input type="text"/>
Email Address	<input type="text"/>	Telephone Number	<input type="text"/>
Credit Limit	<input type="text"/>	Terms	<input type="text"/>

Trade Reference 2

Company Name	<input type="text"/>	Contact Person	<input type="text"/>
Email Address	<input type="text"/>	Telephone Number	<input type="text"/>
Credit Limit	<input type="text"/>	Terms	<input type="text"/>

Trade Reference 3

Company Name	<input type="text"/>	Contact Person	<input type="text"/>
Email Address	<input type="text"/>	Telephone Number	<input type="text"/>
Credit Limit	<input type="text"/>	Terms	<input type="text"/>

Securities

A. Is there a general notarial bond registered over your movable assets?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
B. Has a cession of your book debt been given to any party?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
C. Has security been given for an overdraft?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
D. Have any of the owners / partners / directors ever been declared insolvent?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

NATIONAL CREDIT ACT 34 OF 2005 – SECTION 4

We, the Customer, hereby confirm that our asset value or annual turnover, as at the date on which an agreement is concluded with One Link (Pty) Ltd in terms of which we are extended credit:

a) equals or exceeds R1 000 000.00; or

b) does not equal or exceed R1 000 000.00

Agreement Date: C C Y Y / M M / D D

Asset Value or Annual Turnover: R

CONSUMER PROTECTION ACT 68 OF 2008 - SECTION 6

We, the Customer, hereby confirm that our asset value or annual turnover, as at the date on which an agreement is concluded with One Link (Pty) Ltd in terms of which we are extended credit:

a) equals or exceeds R2 000 000.00; or

b) does not equal or exceed R2 000 000.00

Agreement Date: C C Y Y / M M / D D

Asset Value or Annual Turnover: R

Standard Terms and Conditions

One Link (Pty) Ltd Referred herein referred to as "One Link"
The Applicant as per Section A of this application herein referred to as "the customer"

- All Parcels must be checked on delivery by the customer. No Short delivery queries will be entertained should the parcels not be checked against the delivery note or Invoice.
- If any product that you have purchased from One Link is damaged or faulty we will replace the product as long as the product is returned to us within 7 days of receipt of the order as noted on Proof of Delivery.
- One Link furnishes with its goods and products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made to One Link in respect of such goods or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.
- We hold the right to investigate all damages and/or lost parcels before replacing or resending.
- If we cannot deliver some or all of the goods for any reason beyond our control, including and without being limited to lack of instruction from the purchaser, stock shortages, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, One Link may in its sole discretion, cancel the whole or any part of any Order. In the event of such cancellation, One Link shall not be liable to the Customer for any loss and/or damage whether in contract or whether in delict, (including without being limited thereto, any loss of profits) thereby caused. One Link shall under no circumstances whatsoever be liable to the customer for any loss and/or damage [consequential or otherwise] as a result of any act or omission on One Link's behalf howsoever arising and the Applicant indemnifies One Link against any claim in this regard whatsoever.
- Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods, despite the fact that such address may not have been the address of the premises of the Customer.
- We reserve the right to adjust prices without prior notice.
- A quotation by the Company does not constitute a binding offer by the Company and the Company reserves the right to withdraw or revise any quotation at any time.
- We reserve the right to correct any unforeseen errors that may have been over looked concerning content and/or pricing without prior notice.
- All information such as Company details, billing, transaction, contact details and so on that is obtained will remain private and confidential and will at no time be distributed to any third party/parties.
- Ownership in and to any goods sold by One Link to the Customer shall remain vested in One Link until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from One Link to the Customer. Notwithstanding the foregoing, all risk of loss and/or damage in or to any goods sold by One Link to the Customer shall pass to the Customer after the goods have been delivered to the customer.
- The Customer hereby indemnifies One Link against all or any claims of whatsoever nature, which may be made against One Link by any person whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by One Link of legal fees to its attorneys on an attorney and client scale in contesting any such action.

Terms and Conditions of Credit Facilities

The terms and conditions herein contained shall apply to any transaction entered into between One Link (Pty) Ltd hereafter referred to as One Link and the Applicant as per Section A of this application hereafter also referred to as the customer. The customers conditions of purchase shall not supersede these conditions of sale.

The Applicant:

- Chooses the address as stated in Section A herein as my/our *domicilium citandi et executandi*.
- Agrees to abide by the credit terms of One Link namely that the payment of the amount owing on his account with One Link is to be made within 30 (thirty) days of date of statement.
- Agrees that if any amount is not paid within 30 (thirty) days of date of statement, interest shall be charged at the prime interest rate plus 5% per annum on overdue amount from due date to date of payment.
- Consents to the Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act for the determination of any claim which One Link may at any time have against me/us arising out of the supply of goods and which would otherwise be beyond the jurisdiction of the Magistrate's Court because of the amount of the claim I/We accept that nothing shall prevent One Link from instituting action against me/us in any other court of complete jurisdiction.
- Acknowledges that credit facilities may be withdrawn at any time without prior notice.
- Agrees that a certificate by One Link at any given time shall be sufficient *prima facie* proof of the facts therein stated or the amount stated therein for the purposes of all legal proceedings against me/us for the recovery of any outstanding amount.
- Acknowledges that a delivery note or a tax invoice will accompany a delivery of the products by One Link and I/we agree that a delivery note or tax invoice signed by or on behalf of me/us shall be *prima facie* proof of the proper delivery of the products ordered.
- Acknowledges that under no circumstances will One Link be liable for any damages of whatsoever nature, which I/we may suffer either by virtue of non-delivery, or late delivery of any of the products.
- Agrees that the ownership in the products shall remain vested in One Link until payment of the full purchase price thereof has been effected. If the customer fails to make payment of any amounts on due date, One Link reserves the right to recover possession of the products to which such non-payment relates without notice to the Customer and without necessity to cancel the contract to which such no – payment relates;
- Agrees that any outstanding amounts up until due date will be paid. Should there be any discrepancies, the total invoice/s should be paid with a claim lodged against the invoice in question.
- Agrees that should One Link have recourse to legal action in order to enforce the terms of agreement, the customer shall pay the legal fees incurred by One Link on the scale as between attorney and own client, together with a collection commission payable as a consequence of such proceedings including but not limited to the services of a collection agent or 3rd party to collect any outstanding money, the customer will be liable for any collection fees and or collection commissions that are payable;

- Undertakes that in the event of the business being sold or if there be any change in the directorship or members of the customer (if it be a company, closed corporation or other corporate body) to notify One Link thereof immediately in writing by registered mail and unless the Customer shall do so, then the Customer gives One Link written notice of the change as set above. Nothing in this paragraph contained shall debar One Link from claiming in addition from any subsequent proprietor/partner/owner.
- Agrees that the nature and duration of any credit facilities to be allowed by One Link shall at all times be in its sole discretion.
- Understands that the person signing this account application form is duly authorised to sign on behalf of the company.
- Agrees and understands that the applicant and / or any of its member, owners, directors, shareholders or partners listed on this application may be subject to a credit check.

DEED OF SURETYSHIP

- I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with THE APPLICANT in favour of THE CREDITOR for the due performance of any obligation of THE APPLICANT and for the payment of THE CREDITOR by THE APPLICANT of any amounts which may at any time become owing to THE CREDITOR by THE APPLICANT from whatsoever cause arising and including, but without limiting the generality of the afore going, any claims for damages and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled, in writing, by THE CREDITOR and then only, provided that all sums then owing by THE APPLICANT (whether due or not) TO THE CREDITOR have been paid in full. I hereby renounce the benefits of the legal exception *Ordinis Seu Excussionis Et Divisionis* and "Cession of Action", with the force, meaning an effect of which I declare myself to be fully acquainted.

I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular notwithstanding the reference to a credit limit under A above, be the full amount owing by THE APPLICANT to THE CREDITOR at any time and not be limited as to the amount or in any other manner whatever.

- I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee, which is brought into existence by each separate signatory hereto. If for any reason this suretyship / guarantee.

I/we the undersigned have read and understand and agree unconditionally to the above terms and conditions for Credit Facilities.

Name
 Name
 Name

Signature
 Signature
 Signature

Date
 Date
 Date

As witnesses

Name
 Name

Signature
 Signature

Date
 Date