

**PRIVATE AND CONFIDENTIAL**

**APPLICATION FOR CREDIT**

**with**

**COBRO CONCRETE (PTY) LTD**

Reg. No. 1984/009318/07

**CREDIT APPLICATION**

I / we (Company Name)

\_\_\_\_\_

\_\_\_\_\_

the undersigned ("the Customer") do hereby apply to **COBRO CONCRETE (PTY) LTD, REG. NO. 1984/009318/07**, inclusive of any respective associated and subsidiary companies, trading divisions, successors-in-title and assigns (hereinafter referred to as "the Creditor") for the opening of an account for the purchase of goods, materials and / or services upon the terms and conditions of the Creditor as stated hereunder.

My / our full particulars are set out hereunder.

I / we acknowledge that the grant or refusal by the Creditor of the credit applied for herein shall be dependant upon the accuracy of the information herewith provided by me / us.

**1. CUSTOMER'S BUSINESS DETAILS**

a) Registered Name \_\_\_\_\_

b) Trading Name \_\_\_\_\_

c) VAT Registration No. \_\_\_\_\_

d) Company Registration Number \_\_\_\_\_

e) Date Established \_\_\_\_\_

f) Physical Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

g) Registered Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

h) Tel. \_\_\_\_\_

i) Fax \_\_\_\_\_

j) E-Mail Address \_\_\_\_\_

k) State whether: Limited Liability Company / Close Corporation / Partnership / Sole Proprietor / Other \_\_\_\_\_

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CUSTOMER'S INITIALS

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CREDITOR'S INITIALS

l) Nature of Business \_\_\_\_\_

m) Address where invoices to be sent: Physical / Postal / Registered / E-mail

n) Auditors Name \_\_\_\_\_

Auditors Address \_\_\_\_\_

Auditors Tel. \_\_\_\_\_

o) Above residences are Owned / Leased / Bonded

Bondholder / Landlords Full Name \_\_\_\_\_

**2. MEMBERS / PARTNERS / DIRECTORS / PROPRIETORS DETAILS**

a) Full Name \_\_\_\_\_

Position \_\_\_\_\_

Shareholding / Members Interest \_\_\_\_\_

Identity / Passport Number \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

Cell No. \_\_\_\_\_

Marital Status: ANC /COP / Accrual / Single

Sequestrated: Yes / No      Rehabilitated Insolvent: Yes / No

b) Full Name \_\_\_\_\_

Position \_\_\_\_\_

Shareholding / Members Interest \_\_\_\_\_

Identity / Passport Number \_\_\_\_\_

Residential Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

Cell No. \_\_\_\_\_

Marital Status: ANC /COP / Accrual / Single

Sequestrated: Yes / No      Rehabilitated Insolvent: Yes / No

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CUSTOMER'S INITIALS

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CREDITOR'S INITIALS

c) Full Name \_\_\_\_\_  
Position \_\_\_\_\_  
Shareholding / Members Interest \_\_\_\_\_  
Identity / Passport Number \_\_\_\_\_  
Residential Address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Marital Status: ANC / COP / Accrual / Single  
Sequestrated: Yes / No      Rehabilitated Insolvent: Yes / No

d) Full Name \_\_\_\_\_  
Position \_\_\_\_\_  
Shareholding / Members Interest \_\_\_\_\_  
Identity / Passport Number \_\_\_\_\_  
Residential Address \_\_\_\_\_  
\_\_\_\_\_ Code \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Marital Status: ANC / COP / Accrual / Single  
Sequestrated: Yes / No      Rehabilitated Insolvent: Yes / No

3. **CREDIT LIMIT APPLIED FOR**

R \_\_\_\_\_  
\_\_\_\_\_

4. **CUSTOMER'S BANKING DETAILS**

Bank \_\_\_\_\_  
Branch \_\_\_\_\_ Branch Code \_\_\_\_\_  
Account Number \_\_\_\_\_

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CUSTOMER'S INITIALS

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CREDITOR'S INITIALS

Contact Person At Bank \_\_\_\_\_

**5. TRADE REFERENCES**

NAME OF SUPPLIER	MONTHLY PURCHASES	TELEPHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>6. <u>DOCUMENTS SUPPLIED</u></b>	<b>YES</b>	<b>NO</b>
Members/Directors/Proprietors ID Book		
Close Corporation/Company Registration Certificate		
Customers Utility Bill (not older than 3 months)		
Customers Bank Statement (not older than 3 months)		
Customers Annual Financial Statements		
Customer Resolution authorising signatory		

I / we the undersigned, certify that the above particulars are correct, that I am authorised to sign this application form on behalf of the CUSTOMER, hereby make application for an credit with the CREDITOR and agree that the CUSTOMER be bound by all such terms and conditions specified hereunder.

Authorised Signatory \_\_\_\_\_

Authorised Signatory's Capacity \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
 (duly authorised Director/  
 Partner/Owner/Member)

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CUSTOMER'S INITIALS\_\_\_\_\_  
CREDITOR'S INITIALS

## **TERMS AND CONDITIONS**

### **1. APPLICATION**

- 1.1 These terms and conditions shall govern all future transactions as between **COBRO CONCRETE (PTY) LTD, REG. NO. 1984/009318/07** including their associated and subsidiary companies, trading divisions, successors-in-title and assigns (hereinafter referred to as "the Creditor") and the Customer.
- 1.2 The terms and conditions set out hereunder shall bind the parties at all times irrespective of any other purported agreement that may take place between the parties.

### **2. DISCLOSURE**

The Customer warrants that the information contained in this agreement is true and correct and that the Company may rely on the correctness of such information when considering the application for credit.

### **3. APPLICATION FOR CREDIT**

The amount, extent and nature of the credit granted shall be at the sole discretion of the Creditor and the Creditor shall further be entitled to suspend, alter or withdraw credit should it wish to do so.

### **4. CREDIT INFORMATION SEARCH**

- 4.1 The Creditor may perform a credit information search on the Customer at a credit information bureau of the Creditor's choice, monitor the Customer's payment behaviour and use new information obtained from the credit information bureau in respect of any future credit applications by the Customer.
- 4.2 The Customer agrees that any information which indicates that the Customer is not credit worthy shall be sufficient grounds for the Creditor to reject or cancel this credit application.
- 4.3 The Customer consents to the disclosure of any information relating to the Customer's credit worthiness, defaults in payment and details of how the Customer has conducted the account with the Creditor to any other creditor of the Customer and to any credit information bureau.

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**5. APPLICATION OF NATIONAL CREDIT ACT 34 OF 2005**

- 5.1 The provisions of the National Credit Act, No. 34 of 2005 shall, insofar as they apply to this agreement, remain in force and effect.
- 5.2 Should any of the terms and conditions contained herein be in conflict with the provisions of any legislation of South Africa, then the conflicting terms and conditions shall be deemed to have been amended and / or altered to conform therewith, and such amendment and / or alteration shall not in any way affect the remaining provisions of these terms and conditions.

**6. PAYMENT**

- 6.1 All payments are to be made strictly within 30 days from the date of the Creditor's statement to the Customer.
- 6.2 If any payment is not paid on due date, or if the Customer is in breach of any of these conditions, all amounts unpaid shall immediately become due and payable to the Creditor.
- 6.3 The Customer shall not be entitled to claim set-off or deduction in respect of any payment due by the Customer to the Creditor in respect of goods and / or services supplied.
- 6.4 The prices quoted are based on current costs and should these costs increase, the Creditor shall have the right to amend its prices forthwith and the Customer acknowledges and agrees that the actual price to be paid will be the price as determined by the Creditor at the time of delivery. In any dispute the amount of any increase shall be referred to the Creditor's auditors, acting as experts and whose certificate shall be final and binding on both parties.

**7. DELIVERY**

- 7.1 The products supplied by the Creditor are normally delivered by ordinary goods service, rail or road transport, to destinations in the Republic of South Africa. Where products are delivered by other methods of transport at the request of the Customer, any additional costs shall be for the Customer's account.

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- 7.2 The Creditor shall make all reasonable efforts to promptly deliver the products required, but does not guarantee delivery of the products on any such agreed date between the Creditor and the Customer, and accepts no liability whatsoever for any delays or non-delivery of the products however arising including, but without derogating from the generality of the foregoing, delays occasioned by the negligence of the Creditor or its servants or agents.
- 7.3 If the Customer fails to take delivery of goods on the due date then the Creditor shall be entitled to reasonable costs, including storage and insurance, for the keep of the goods during the delay.
- 7.4 Any delivery notes signed by the Customer or any agent, employee or representative of the Customer shall be deemed to be accurate and binding on the Customer and shall constitute *prime facie* proof of delivery.
- 7.5 Delivery of products shall be deemed to have been effected where:
- 7.5.1 products have been dispatched by rail, road or ship, upon consignment to the consignee; or
  - 7.5.2 products have been conveyed by the Customer's own mode of transport, upon handing over such products to the Customer's agents.
- 7.6 All products must be examined immediately upon delivery, and any claims for damage or shortage must be notified in writing to the carrier and to the Creditor within 3 (Three) days of the said date of arrival.
- 7.7 Claims for damage or shortage in transit will not be considered unless supported by seal records and carrier's acknowledgment on the freight bill, or on all copies of delivery notes.

## **8. OWNERSHIP**

- 8.1 Ownership of all goods delivered or supplied by the Creditor will remain vested in the Creditor until the purchase price, and if applicable, any interest, storage costs and / or insurance costs, have been paid in full.



8.2 The risk shall pass to the Customer when the goods are delivered in accordance with clause 7.5. The Creditor shall not be liable for any damage or loss whatsoever, direct or indirect, consequential or otherwise, arising out of or in connection with the use by the Customer of the goods.

**9. STATEMENT OF ACCOUNTS**

9.1 It is recorded that all transactions entered into between the Customer and the Creditor are recorded by the Creditor in computerised statements which are sent to the Customer each month and which are intended to reflect all transactions entered into between the Creditor and the Customer up to the last day of that month.

9.2 The Creditor shall deliver monthly statements relating to existing / outstanding accounts to the Customer on the details provided. The Customer shall, by no later than the last day of the month following the month to which the statement relates, notify the Creditor in writing that such statement has not been received.

9.3 The Customer shall be obliged to notify the Creditor in writing and sent by registered post within 14 days of the end of the month to which any statement relates, of any items in the monthly statement which the Customer disputes, setting out the nature and amount of the item in dispute as well as the grounds upon which the item in question is disputed.

9.4 The Customer will be deemed to have acknowledged indebtedness to the Creditor in respect of each of the items and the amounts relating thereto which are reflected in each monthly statement and which the Customer has failed to dispute or query in the manner set out above, and shall furthermore be deemed to have admitted that the amount relating to each such item is due, owing and payable to the Creditor.

9.5 Nothing in this clause shall prevent the Creditor from rectifying any errors in or omissions from previous monthly statements or including any statements or any transactions which may have occurred prior to the month in question, hereby rectifying any previous errors or omissions.

**10. RETURN OF GOODS**

10.1 Goods sold by the Creditor to the Customer are not returnable save at the option of the Creditor.

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- 10.2 Should the Creditor in its sole and absolute discretion elect to accept the return of any goods, then all goods returned must be complete, clean, saleable, undamaged and in their original packaging.
- 10.3 The Customer shall be liable for a 10% handling fee that is associated with the return of the goods and shall further be liable for the full cartage / transportation costs associated therewith.
- 10.4 The value of the credit given for the goods will be calculated at the invoice value when the goods were purchased.
- 10.5 The Customer warrants that there is no warranty or condition that the products supplied are fit for any particular purpose and the Customer must use and rely on his own judgment as to the fitness of the products for the intended purpose.

## **11. LIABILITY**

- 11.1 Whilst the Creditor always endeavours to give accurate and prompt service, any advice, recommendation and / or information given by the Creditor, and any products supplied and / or delivered by the Creditor, is only done on the express condition that the Creditor is not responsible or in any way liable for any damage, injury, loss and / or theft which may be suffered and / or experienced howsoever arising, by the Creditor.
- 11.2 In the event of any third party bringing a claim against the Creditor, howsoever arising, as a result of any information, recommendation and / or advice given by the Creditor to the Customer, or any products delivered and / or supplied to the Customer by the Creditor, whether such a claim would arise in contract and / or delict, the Customer hereby indemnifies the Creditor against any such claims.

## **12. WHOLE AGREEMENT**

This contract is the entire agreement between the parties. No alteration or variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of the Creditor and the Customer.

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CUSTOMER'S INITIALS

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**13. JURISDICTION**

The Customer consents in terms of Section 45 of the Magistrate's Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court in respect of any proceedings pursuant to this agreement.

**14. DOMICILIUM CITANDI ET EXECUTANDI**

The Customer chooses *domicilium citandi et executandi* (address at which the Customer chooses to receive all communications and at which legal proceedings are instituted) for all purposes herein at \_\_\_\_\_  
\_\_\_\_\_.

**15. BREACH**

15.1 In the event of any breach by the Customer of any of these terms, the Creditor shall be entitled:

15.1.1 to cancel any contract or any part thereof and to claim return of the goods sold thereunder; or

15.1.2 to claim from the Customer immediate payment of all and any monies due by the Customer to the Creditor notwithstanding any earlier agreement for credit, whether same is due for payment or not if –

15.1.2.1 the Customer fails to pay any amount due on due date under any contract; or

15.1.2.2 any cheque, promissory note or other bill of exchange given to the Creditor is dishonoured upon presentation for payment; or

15.1.2.3 the estate of the Customer is provisionally or finally sequestrated or is placed into provisional or final liquidation or final judicial management; or

15.1.2.4 the Customer commits any act of insolvency in terms of Section 8 of the Insolvency Act; or

15.1.2.5 the Customer enters into any compromise with its creditors; or

15.1.2.6 the Customer fails to satisfy any judgment granted against it within seven (7) days of the date of judgment.

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15.2 Upon the cancellation of the agreement for any reason whatsoever, the Creditor may take back possession of the goods if ownership has not been passed to the Customer in terms of clause 8 above.

**16. COSTS**

The Customer shall be liable to pay all legal costs, including collection commission, counsel fees, tracing costs and any other costs arising from the recovery of any amount owing by the Customer, including costs on an attorney and own client scale.

**17. INTEREST**

Should payment not be made on the due date, the Creditor may recover interest from the Customer on the amount outstanding for the period of the default at the compound rate of 2% (percent) per month.

**18. NOTICE OF DEFAULT**

If the Customer has been in default for at least twenty days under this agreement, the Creditor shall make written demand, by registered mail to the Customer's chosen *domicilium citandi et executandi*.

**19. NOTIFICATION OF CHANGE OF ADDRESS**

Should either party to this agreement wish to change their *domicilium* address, the party changing its address shall deliver to the other party a written notice of the new address by hand, registered mail or electronic mail if the other party has provided an e-mail address.

**20. EXEMPTIONS**

The Creditor shall not be liable in any way whatsoever for loss of profit damage or harm suffered by the Customer as a result of any occurrence / negligence by the Creditor.

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**21. NON-WAIVER**

The rights of the Creditor shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer or any other party and no waiver by the Creditor in respect of any breach shall operate as a waiver in respect of any subsequent breach.

**22. CERTIFICATE OF INDEBTEDNESS**

A certificate signed by any director or managing member of the Creditor indicating the amount due and owed by the Customer to the Creditor at any given time, as well as any other factor of proof which may be required, shall be *prima facie* proof of the facts therein stated for the purpose of all legal proceedings against the Customer.

**23. SURETYSHIP**

In the event that the Customer or the Members / Directors or any of the appointed authorised individual of the Customer fails, refuses and / or neglects to enter into a suretyship agreement, the Creditor reserves its right to refuse the granting of credit in terms of this agreement.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**CUSTOMER**  
(Duly Authorised)

Signatory Name: \_\_\_\_\_

Signatory Delegation: \_\_\_\_\_

As Witnesses:

1. \_\_\_\_\_

Name:  
Address:  
Contact Number:

\_\_\_\_\_  
CUSTOMER'S INITIALS

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2. \_\_\_\_\_

Name:  
Address:  
Contact Number:

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**CREDITOR**  
(Duly Authorised)

Signatory Name: \_\_\_\_\_

Signatory Delegation: \_\_\_\_\_

As Witnesses:

1. \_\_\_\_\_

Name:  
Address:  
Contact Number:

2. \_\_\_\_\_

Name:  
Address:  
Contact Number:

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