



P.O. Box 16192
Atlasville
1465

TOOL & MACHINERY CC

Reg.No.: CK 93/16951/23

VAT Reg. No.: 4880138518

570 Trichardt Road
Ravenswood Ext 63
Boksburg 1459
Tel: (011) 918-1773 / 1763
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CREDIT APPLICATION

NAME OF COMPANY: _____

TRADING NAME: _____

REGISTRATION NUMBER: _____

TYPE OF ENTITY: _____ DATE ESTABLISHED: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

VAT NUMBER: _____ NAME & ADDRESS OF LANDLORD (IF NOT OWNED): _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUDITOR NAME: _____ TELEPHONE NUMBER: _____

AUDITOR ADDRESS: _____

PRINCIPAL OWNERS / DIRECTORS/ MEMBERS

FULL NAMES:	I.D. NUMBER	RESIDENTIAL ADDRESS	CELL AND HOME NUMBERS

TRADE REFERENCES

COMPANY NAME	AVERAGE MONTHLY PURCHASES	TERMS	TELEPHONE NO'S:

CREDIT LIMIT REQUIRED: _____

CONTACT PERSON/EMAIL ADDRESS, RESPONSIBLE FOR THE ACCOUNT:

BANKERS:

NAME OF BANK: _____ BRANCH NAME/CODE: _____

ACCOUNT NUMBER: _____

CREDIT TERMS:

Signature below serves to confirm express agreement to the fact the granting of credit is subject to inter alia the terms stipulated below as well as the Standard Terms and Conditions of Sale of THT TOOL & MACHINERY CC a copy of which is appended. Such signature below attests to acceptance of the terms and conditions so stated in previous sentence.

1. PAYMENT TERMS ARE STRICTLY 30 (THIRTY) DAYS FROM DATE OF STATEMENT.
2. NO DISCOUNT MAY BE DEDUCTED FROM FACE VALUE OF INVOICE. ALL INVOICES ARE ALREADY NETT OF TRADE DISCOUNTS WHERE APPLICABLE.
3. INTEREST OF 4% ABOVE PREIME RATE (P.A.) WILL BE PAYABLE ON LATE PAYMENTS.
4. THE CUSTOMER SHALL BE RESPONSIBLE TO ENSURE THAT PAYMENT REACHES THT TOOL & MACHINERY CC BEFORE DUE DATE.
5. IN THE EVENT OF MALPAYMENT, ANY AND ALL LEGAL COSTS REGARDING COLLECTION OR ANY OTHER LEGAL ACTION SHALL BE BORNE BY THE CUSTOMER.
6. SUBSEQUENT PAYMENTS SHALL FIRSTLY BE ALLOCATD TOWARDS SUCH FEES, THEREAFTER, INTEREST AND THEN ONLY TO THE CAPITAL AMOUNT.
7. CREDIT FACILITIES MAY BE REVISED AND WITHDRAWN WITHOUT NOTICE.
8. COSTS FOR TRANSPORTING OF GOODS FROM CUSTOMERS PREMISES WILL BE BORNE BY THE CUSTOMER.
9. SIGNATORY BELOW ACKNOWLEDGES, HAVING READ AND UNDERSTOOD THT TOOL & MACHINERY CC'S TERMS AND CONDITIONS OF SALE, AND AGREES, TO ABIDE BY SAID TERMS AND CONDITIONS OF SALE.

NAME: _____ DESIGNATION: _____

DATE: _____ SIGNATURE: _____

SIGNED BY A PERSON WHO WARRANTS HIS AUTHORITY TO REPRESENT THE APPLICANT IN AGREEING TO AND BEING BOUND BY THESE TERMS.

P.T.O.

TERMS AND CONDITIONS OF SALE

1. It is warranted that the information furnished on Page 1 is true and correct in every respect.
2. I/We undertake to notify the supplier forthwith in writing of any change of address.
3. The purchase price for every purchase made by me/us shall be payable for 30 days from date of statement, subject however to the condition that credit terms shall at all times be at the sole discretion of the Supplier and may be altered or abolished at any time without prior notice to me/us.
4. If payment of any particular purchase made is overdue, the purchase price for all purchases made from the Supplier shall immediately become due and payable despite the provisions of the preceding paragraph.
5. I/We will be liable to pay interest to the Supplier at the maximum rate applicable in law on all overdue accounts.
6. If I/We should fail to object to any item appearing on the Supplier's statement of account within fourteen days of the date of despatch of the statement, the account shall be deemed to be in order and I/We shall be deemed to have received delivery of each and every item appearing on such statement.
7. (A.) Should I/We in default in any respect whatsoever, the Supplier shall be entitled in its sole discretion to institute action against me/us in any competent court of law and I/We consent to the jurisdiction of the magistrate's court in terms of section 45 of Act 32 of 1944 as amended.

(B.) Notwithstanding the foregoing, the Supplier shall not be obliged to institute action against me/us in the magistrate's court and I/We hereby submit to the jurisdiction of the Supreme Court of South Africa, in respect of any action instituted against me/us by the Supplier.
8. A certificate issued under the hand of a member or manager of the Supplier shall be prima facie evidence of the amount due by me/us and such certificate shall be sufficient for purpose of summary judgement of provincial sentence.
9. In the event of it being necessary for the Supplier to instruct attorneys to recover any amounts owing by me/us to the Supplier at any time. I/We agree to pay costs on the attorney and own client scale including collection commission payable in terms of the law.
10. In this agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.
11. I/We agree to notify the Supplier in writing within seven (7) days of change of ownership of our business, or should we be a company, any share transaction where the majority shareholding is affected.
12. Until such time as I/We have paid the purchase price in full in respect of any purchases of goods, ownership in and to all such goods shall remain vested in the Supplier. The Supplier shall, in its sole discretion, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue in terms of clause 3 above, in which event I/We shall be entitled to a credit in respect of the goods so returned being the price at which the goods were sold or the value thereof as determined by a sworn valuator of the Supplier's choice, less handling charges, at the Supplier's discretion.
13. In the event of an order being given to the Supplier or my/our official order form, I/We shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised by me/us.

NATIONAL CREDIT ACT NO 34 OF 2005

As you are aware, the above Act came into effect on 1 June 2007 and in order to comply with this Act we are obliged to obtain certain information from our customers

Does the annual turnover exceed R1 million: Yes No

Do your total assets exceed R1 million: Yes No

Please confirm your acceptance of the following:

THT Tool & Machinery has the Customer's consent at all times to contact and request information from any persons, credit bureau's or business, to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding amounts purchased from suppliers per month, length of time the account has been active, type of goods or services purchased, manner and time of payment.

Accepted: Yes No

AND

The Customer consents to and authorises THT Tool & Machinery at all times to furnish personal and credit information concerning the Customer's dealings with THT Tool & Machinery to a credit bureau and to any third party seeking a trade reference regarding the Customer in its dealings with THT Tool & Machinery. The Customer agrees that neither THT Tool & Machinery, nor any of its members, managers or employees, will be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained from the transfer of such information to a specific third party.

Accepted: Yes No

To the extent that the National Credit Act No 34 of 2005 may apply to the credit facilities granted by THT Tool & Machinery to the Customer, the Customer warrants that it has due legal capacity to conclude these contracts and is not subject to any administration order or other impediment to its capacity to contract, and, acknowledges that THT Tool & Machinery has the right to submit consumer credit information concerning the Customer to registered credit bureaus and other credit providers.

PLEASE READ AND SIGN:

To avoid any misunderstanding the following information is provided as a guide:

I will be primarily responsible to settle all accounts in time. Interest will be charged in overdue accounts. I will be responsible for legal costs, and other costs, to recover overdue monies.

I HEREBY ACKNOWLEDGE THAT I AM RESPONSIBLE FOR THE SETTLEMENT OF THE ACCOUNT IN QUESTION.

I/We hereby choose domicillium citandi et executandi for all purposes hereunder at the address referred to on Page 1 of the application for credit facilities

DATE:

SIGNATURE:

Who warrants that he/she is authorised to sign this document on behalf of the Customer.

IMPORTANT REQUIREMENTS (TO BE SUMMITTED WITH YOUR APPLICATION):

1. **COPIES OF I.D ON ALL MEMEBERS/DIRECTORS/OWNERS.**
2. **COPY OF VAT REGISTRATION CERTIFICATE/VAT CLEARANCE.**
3. **COPY OF CERTIFICATE OF INCORPORATION OR REGISTRATION CERTIFICATE OF COMPANY.**
4. **PROOF OF BANKING DETAILS (CANCELLED CHEQUE/LETTER FROM BANKERS).**
5. **PLEASE INITIAL ALL PAGES.**

Members: TH Thompson WD Thompson CL Cakebread