

ACCOUNT APPLICATION FORM

1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001
 Tel.: (012) 428-7911 Fax: (012) 344-1568



TYPE OF ACCOUNT REQUIRED (please tick where appropriate)

CREDIT ACCOUNT (invoices to be paid 30 days from date of invoice) **CASH ACCOUNT** (all goods and services must be paid for in advance)

FULL NAME OF BUSINESS/INDIVIDUAL (please ensure CC/Pty/Ltd, etc., is cited)

Company Registration No.:
 VAT Registration No.:

POSTAL ADDRESS (where invoices are posted to)

PHYSICAL ADDRESS (address of premises)

CONTACT PERSON (please print name)

Telephone number

Fax number

NAMES AND ID NUMBERS OF DIRECTORS/PARTNERS/MEMBERS/OWNERS

NAMES

ID Nos.

BANKING DETAILS

BANK: ACCOUNT No.: BRANCH CODE:

CREDIT LIMIT APPLIED FOR

(Please put "Zero" if application is for a cash account or use the expected buy over any two month period as a guideline for the credit limit required if applying for a credit account.)

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PLEASE ENSURE POINTS A – H ARE CLEARLY UNDERSTOOD BEFORE SIGNING:

- A) The enclosed terms and conditions shall apply to both SABS and its subsidiary companies and in this specific instance reference to SABS shall mean either the SABS or SABS Commercial (Pty) Limited whichever entity is relevant.
- B) I/we undertake to pay all invoices within a period of thirty (30) days from the date of invoice.
- C) Should it be necessary to institute legal action for non payment, I/we accept responsibility for payment of legal fees according to the scale agreed upon by the attorney and the client.
- D) I/we are aware that in the event that our application for a credit account is rejected the SABS will automatically create a cash account for our organization, giving us the option to deal with SABS on a cash only basis.
- E) I/we are aware that the decision to deal with the SABS on a cash only basis will mean that all goods and services required from the SABS must be paid for in full and in advance before any goods and services are provided to our organization by the SABS.
- F) I/we are aware that the only deviation from point D (above) relates to invoices for year 2 and year 3 permit and listing fees which will be billed six monthly in advance and must be paid within 30 days from the date of invoice.
- G) I consent to SABS making enquiries about our credit record with any credit reference agency or any other party to confirm the details on this application. I also consent that SABS can provide credit reference agencies with information relating to how we conduct our account with the SABS and in turn the credit reference agencies can make such information available to credit providers.
- H) I confirm that I have been granted due authority by my organization to apply for a credit account on their behalf.
- I) I have read the terms and conditions attached to this document and herewith accept these terms and conditions. I have also read points A to H above and clearly understand them.

Signature of applicant

Printed name

Position at applicant's organization

Date

FOR SABS USE ONLY

DETAILS OF SUBMITTING PARTY

Name of submitting party Tel No. (ext.) BU No. Prospect No. Date

GROUP CREDIT MANAGER'S RECOMMENDATIONS

Approved for credit acct YES NO Approved for cash acct YES NO Credit limit approved:

Approved by (print name) Signature Date

PTO

TERMS AND CONDITIONS OF SALE AND/OR RENDERING OF SERVICES

1. The Debtor agrees to abide by the credit facilities granted by SABS and specifically that payment of the Debtors account is strictly payable within 30 days from date of invoice.
2. The credit facility may be suspended or withdrawn by SABS at any time without prior notice to the Debtor and SABS reserves the right to review the extent, nature and duration of such credit facility at any time.
3. If any amount is not paid within the agreed payment term, the Debtor will be liable for interest at the maximum rate permitted by law from time to time, including without limiting the generality thereof, the National Credit Act, Act No. 34 of 2005.
4. A certificate under the hand of any manager of the SABS as to the existence and the amount of the Debtors indebtedness to SABS at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, and as to any other fact relating to the Debtors indebtedness to SABS shall be prima facie proof of the contents and correctness thereof and of the amount of the Debtors indebtedness to SABS for the purpose of provisional sentence or summary judgement or any other proceedings against the Debtor in any Court, and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Debtor and shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action or other proceeding instituted by SABS against the Debtor.
5. Ownership in the goods sold and delivered to the Debtor on account shall pass to the Debtor only when all amounts due by the Debtor to SABS has been paid, notwithstanding delivery of the said goods to the Debtor. Risk in and to the goods shall, however, pass to the Debtor on the acceptance of the delivered goods.
6. The Debtor agrees that in the event of the Debtor breaching any conditions contained herein; the Debtor failing to pay any amount due and payable on due date; the Debtor suffering any civil judgement to be taken or entered against it; the Debtor causing a notice of surrender of its estate to be published in terms of the Insolvency Act, Act No. 24 of 1936, as amended; the Debtor dying or being deregistered; the Debtors estate being placed under an order of provisional or final sequestration, provisional or final liquidation, provisional or final judicial management, as the case may be, then and in that event SABS shall, without detracting from any other remedy which it may have to rely on the provisions of Clause 5 and to repossess the goods sold and delivered to the Debtor, have the right, in either event, without prejudice to SABS rights, to claim specific performance of all of the Debtors obligations whether or not such obligations would otherwise then have fallen due for performance, or to claim damages.
7. In the event of the SABS instructing attorneys to collect an amount owing to SABS from the debtor, the Debtor agrees to pay all legal costs, tracing fees and collection charges incurred by SABS as between attorney and own client.
8. The Debtor consents to the jurisdiction of the Magistrates Court in terms of Section 45 of the Magistrates Court Act, Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by SABS exceeds the normal jurisdiction of the Magistrate Court as to amount. SABS shall in its discretion be entitled to proceed against the Debtor in any other Court of competent jurisdiction, notwithstanding the afore-going.
9. The Debtor nominates its business address as indicated on the Account Application form as its domicilium citandi et executandi for service upon it of all notices and processes in connection with any claim for any sum due to SABS arising out of credit granted by SABS to the Debtor.
10. No relaxation or indulgence granted to the Debtor by SABS at any time shall be deemed to be a waiver of any of SABS rights in terms hereof and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against SABS.
11. The Debtor agrees not to raise any complaint or to dispute liability to SABS unless it has notified SABS of its complaint or grounds of dispute in writing within 10 Business Days of receipt of the goods in question. Subject to the afore-going, SABS shall in its discretion, be entitled to remedy any failure by either replacing the goods in question or refunding the whole or part of the contract price paid to it by the Debtor in respect of such goods (in which case the Debtor shall return in original/good condition to SABS the goods in respect of which the refund is allowed). Goods shall be returned at the Debtor's risk and expense.
12. Any agreement purporting to vary the terms hereof or any consensual cancellation hereof, shall not be valid unless reduced to writing and signed by both the Debtor and SABS.
13. Save as otherwise provided herein, SABS shall not be liable to the Debtor or any other person for any loss of profit or other special damages whatsoever. The Debtor hereby indemnifies SABS against any claim by third parties in respect of indirect or consequential damages or loss.
14. If the Debtor intends transferring its business, the goodwill or any goods or property forming part thereof (other than in the ordinary course of business or for securing payment of a debt), the Debtor shall advise SABS in writing thereof not less than thirty calendar days before the effective date of such transfer.
15. The Debtor agrees that any payment made can be set off against any amount owing to the SABS or its Affiliate organizations, in the sole discretion of the SABS.