



Bolt & Engineering Distributors (Group)

Specialist Bolt, Nut and Tool Suppliers

CREDIT APPLICATION INCORPORATING TERMS AND CONDITIONS OF SALE

This credit agreement shall include the following companies, and is referred to as THE SUPPLIER

B E D Holdings Proprietary Limited – Registration Number: 2000/020581/07,
 Bolt & Engineering Distributors (Free State) Proprietary Limited – Registration Number: 1994/010415/07,
 Bolt & Engineering Distributors (Cape Town) Proprietary Limited – Registration Number: 2001/022047/07,
 Bolt & Engineering Distributors (Steelpoort) Proprietary Limited – Registration Number: 2008/007948/07,
 Bolt & Engineering Distributors (Platinum Province) Proprietary Limited – Registration Number: 2000/020617/07,
 Bolt & Engineering Distributors (Northwest) Proprietary Limited – Registration Number: 1993/002116/07,
 Bolt & Engineering Distributors (Mpumalanga) Proprietary Limited – Registration Number: 2000/020585/07,
 Bolt & Engineering Distributors Proprietary Limited – Registration Number: 2010/015724/07,
 Bolt & Engineering Distributors (Limpopo) Proprietary Limited – Registration Number: 2009/017171/07,
 Bolt & Engineering Distributors (Gauteng) Proprietary Limited – Registration Number: 1988/002288/07

and THE APPLICANT, who hereby make an application for credit facilities. In support of this application, the following information is furnished.

Legal Entity Name					
Trading Style					
Registration Number / ID Number					
Vat Number					
Entity Type (please tick)	Sole Owner	Close Corporation	Private Company	Public Company	Trust
Postal address					
Registered Business Address <small>(Physical in terms of clause 6 of the standard terms and conditions of sale)</small>					
Telephone number					
Fax Number					
General Email					
Accounts Creditors Contact Name					
Accounts Email Address					
Purchase Order Required	Yes / No		Purchase Order No Sequence		
Business premises	Owned	Rented	How long at this premises		
Landlord Name			Landlord Contact Number		
Account Holder <small>(as stated on bank statement)</small>					
Bankers			Account Number		
Branch Name			Branch Code		
Type of account			Date Opened		
Business Commenced Trading Date	D	D	M	M	Y Y
Accountants/Auditors Name			Accountants/Auditors Contact Number		

Directors / Members / Owners / Trustee Details			
Full Name	ID Number	Residential Address	Cell Number
1)			
2)			
3)			
4)			
Trade References – Not COD			
Company Name	Credit Limit	Account Number	Contact Number (landline only)
MONTHLY CREDIT LIMIT REQUIRED	R	TOTAL CREDIT REQUIRED	R

In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

a. Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES	NO
YES	NO

b. Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES	NO
YES	NO

In terms of the Companies Act 71, of 2008 please state:

a. Is THE APPLICANT currently under Business Rescue/Sequestration/Liquidation/Debt counselling?

YES	NO
YES	NO

b. Does THE APPLICANT intend to apply for Business Rescue/Sequestration/Liquidation/Debt counselling within the next three months?

YES	NO
YES	NO

SUPPORTING DOCUMENTS REQUIRED WITH THIS APPLICATION:

CIPC Registration document		ID Documents of all Directors/Members/Owner	
Vat Registration / Certificate		Bank letter confirming details (not older than 6 months)	

STANDARD TERMS AND CONDITIONS OF SALE

1. INCIDENTAL CREDIT FACILITY

- 1.1 The grant of Incidental Credit Facility, and the terms and conditions applicable thereto, shall be at the sole and exclusive discretion of the Company.
- 1.2 The customer acknowledges that the representations made in the application form are material to such grant of the Credit Facility.
- 1.3 In the event that the Company agrees to grant THE APPLICANT the Credit Facility, the Customer shall be notified, by phone or in writing thereof, and of the terms and conditions applicable to such grant. Such written notification shall form part of the Agreement.
- 1.4 THE SUPPLIER may, without incurring any form of liability, and at any time without notice to the Customer:
 - 1.4.1 withdraw THE APPLICANT'S Credit Facility,
 - 1.4.2 amend or vary the terms of THE SUPPLIERS Credit Facility.

2. RECOVERY OF LEGAL/COLLECTION COSTS

Should THE SUPPLIER instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of THE SUPPLIER'S rights, THE SUPPLIER shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

3. PAYMENT TERMS

- 3.1 THE APPLICANT shall pay for the goods purchased by it within 30 (thirty) days of the date of invoice, unless otherwise agreed.
- 3.2 All payments shall be made by THE APPLICANT without any deduction or set-off of whatsoever nature or for whatsoever cause, and free of any and all exchange, bank or other like charges.

- 3.3 THE SUPPLIER may at any time and in its discretion, appropriate or re-appropriate any monies received from THE APPLICANT towards any indebtedness of THE APPLICANT to THE SUPPLIER, and THE APPLICANT expressly waives its right to name the debt or account to which any payment made by it shall be applied.
- 3.4 THE SUPPLIER shall be entitled to charge, in which event THE APPLICANT shall be liable to pay, interest on all overdue amounts at the rate of 2% (two percent) per month, in arrears from due date to date of payment thereof, both days inclusive, but subject to the maximum rate permissible from time to time in terms of the National Credit Act, No. 34 of 2005, as amended (the "NCA").

4. THE APPLICANT'S WARRANTIES AND UNDERTAKING

- 4.1 If THE APPLICANT is a company then THE SUPPLIER shall have the right to request copies of THE APPLICANT'S financial statements or management accounts from time to time to satisfy itself that THE APPLICANT'S is trading and credit worthy.
- 4.2 THE APPLICANT will give THE SUPPLIER not less than 14 (fourteen) days prior written notice of any intended change in its shareholding, members, directors, owners or partners; and/or any intended sale of its business or the major portion of its assets; failure to do so will constitute a material breach of this agreement.
- 4.3 THE APPLICANT shall provide and/or procure the signature and/or conclusion and or execution, to and/or in favor of THE SUPPLIER, of such securities as THE SUPPLIER may in its sole and absolute discretion from time to time consider necessary to secure THE APPLICANT'S obligations to THE SUPPLIER hereunder.

5. DOMICILIUM

THE APPLICANT and the signatory hereto chooses *domicilium citandi et executandi* (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in as the Business Registered Address on page one of this application. THE APPLICANT undertakes to notify THE SUPPLIER in writing within 7 (seven) days of any change of address.

6. CERTIFICATE OF INDEBTEDNESS

A certificate signed by a manager or any director of THE SUPPLIER - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to THE SUPPLIER, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with THE SUPPLIER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

7. CONSENT TO SHARING INFORMATION

THE APPLICANT and any person who may sign an acceptance of SURETY document specifically warrants that THE SUPPLIER has consent to:-

- 8.1 Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
- 7.1 THE SUPPLIER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
- 7.2 If THE APPLICANT fails to meet his/her/its commitments to THE SUPPLIER, THE SUPPLIER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

8. ACCOUNT DISPUTES

THE SUPPLIER undertakes to, at least once a month, furnish a statement to THE APPLICANT reflecting the transactions between THE APPLICANT and THE SUPPLIER as well as the outstanding obligations of THE APPLICANT. Unless THE APPLICANT objects in writing with in fourteen 14 (fourteen) days of the date of the statement to any item appearing thereon, THE APPLICANT shall be deemed to have accepted the statement as correct. THE SUPPLIER chooses delivery of the statement by way of existing services, but the non-delivery of any statement shall not entitle THE APPLICANT to withhold any payment.

9. JURISDICTION & LEGAL ACTION

Notwithstanding the amount which may at any time be owing by THE APPLICANT to THE SUPPLIER, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by THE SUPPLIER against THE APPLICANT arising out of any transaction between the parties, it being recorded that THE SUPPLIER shall be entitled, but not obliged, to bring any action or proceeding in the said court.

10. PRICE

- 10.1 THE SUPPLIER shall be entitled, at any time and from time to time in its discretion, to change its prices for the goods.
- 10.2 THE SUPPLIER shall determine its prices for goods from time to time, alternatively prices will be as per THE SUPPLIER'S general price list from time to time, alternatively as quoted.

11. ORDERS

- 11.1 THE SUPPLIER shall be entitled (but not obliged) to accept verbal orders and/or orders placed without an order number: Provided that in such event THE SUPPLIER shall not be responsible for any errors in or arising from such orders.
- 11.2 An order, whether written or verbal, shall constitute an irrevocable offer by THE APPLICANT to THE SUPPLIER to purchase the goods so ordered, which offers shall be capable of acceptance by THE SUPPLIER by verbal or written acceptance or confirmation of the order, or by the delivery of the goods ordered (or any part thereof).

12. DELIVERY & RISK

- 12.1 The goods shall be delivered by THE SUPPLIER to THE APPLICANT, and delivery of the goods shall be deemed to have been made by THE SUPPLIER to THE APPLICANT -
- 13.1.1 where THE SUPPLIER transports the goods - when the goods are offloaded at THE APPLICANT'S premises or at such other address as may have been nominated by THE APPLICANT; and

- 13.1.2 where THE APPLICANT collects the goods - when possession of the goods is given to THE APPLICANT or THE APPLICANT'S nominated carrier or agent or other recipient.
- 12.2 Signature of a Company delivery note or invoice by any employee of THE APPLICANT or of THE APPLICANT'S nominated carrier, agent or recipient, as the case may be, shall be *prima facie* proof of delivery to THE APPLICANT of the goods reflected in such delivery note/invoice.
- 12.3 THE SUPPLIER does not guarantee or warrant delivery of any goods, and THE SUPPLIER shall not be liable for any loss or damage including (without limitation) any loss of trade or profit, arising from or consequent upon the non-delivery or delayed delivery or partial delivery of any goods to THE APPLICANT for whatsoever reason or cause.
- 12.4 Should THE SUPPLIER make delivery of part only of any order then THE APPLICANT shall not be entitled to cancel the order in respect of those goods delivered or the balance of the order, and shall be obliged to accept such delivery of and pay for the goods so delivered.
- 12.5 All risk in and to the goods shall pass to THE APPLICANT on delivery of the goods by THE SUPPLIER to THE APPLICANT.

13. THE APPLICANT'S COMPLAINTS

- 13.1 Should THE APPLICANT take delivery of any goods which THE APPLICANT suspects may be defective, hazardous and unsafe or suspects that inadequate instructions or warnings are provided on the label of the product, then THE APPLICANT undertakes to immediately contact THE SUPPLIER.
- 13.2 The onus to prove that the alleged unsafe product characteristic, failure or defect existed at the time of delivery is on THE APPLICANT.

14. OWNERSHIP OF GOODS

Products sold as detailed on THE SUPPLIER'S invoice remain the property of THE SUPPLIER until paid in full. THE SUPPLIER is authorised to collect its products immediately in the event of THE APPLICANT'S account falling into arrears. THE APPLICANT undertakes to inform his/her/its landlord that goods not paid for will not form part of the landlord's legal hypothec.

15. WARRANTIES & INDEMNITY

- 15.1 Save for any manufacturer/producer's warranty on the goods (if any), THE SUPPLIER does not give or make any warranties, guarantees, undertakings or representations of whatsoever nature, whether express or implied, as to the quality or condition of the goods or their fitness or suitability for any purpose.
- 15.2 THE SUPPLIER'S liability for the breach of any manufacturer/producer's warranty shall be limited to, and shall be fully discharged by, the replacement of the relevant goods: Provided that regard will be had to any use of the goods by THE APPLICANT. THE SUPPLIER shall not under any circumstances be liable for any consequential loss suffered by THE APPLICANT from whatsoever cause arising.
- 15.3 Save to the extent set out above, THE APPLICANT hereby indemnifies and holds THE SUPPLIER harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the goods, or the use or possession thereof and whether or not such claims are caused by any act or omission of THE APPLICANT or by anyone else.

16. BREACH

If THE APPLICANT should-

- 17.1 breach any provision of this agreement; or
- 17.2 make any incorrect or untrue statement or representation to THE SUPPLIER in connection with this agreement and/or THE APPLICANT'S application for credit facilities; or
- 17.3 be sequestrated or liquidated, whether provisional or final or whether compulsory or voluntary; or
- 17.4 in the case of a natural person, commit an act of insolvency as contemplated in section 8 of the Insolvency Act, No. 24 of 1936, as amended ("the Insolvency Act"); or
- 17.5 in the case of a company or close corporation, commit an act which would constitute an act of insolvency as contemplated in section 8 of the Insolvency Act if committed by a natural person, or commit an act defined in terms of section 344 of the Companies Act, No. 61 of 1973 as amended; or
- 17.6 be placed under judicial management, whether provisional or final or whether compulsory or voluntary, or pass a resolution for its winding up or for the appointment of a judicial manager; or
- 17.7 suffer any judgement to be entered against it and fail to take steps to rescind such judgement within 14 (fourteen) days of the judgement coming to its knowledge, or fail to satisfy any such judgement within 14 (fourteen) days of the date of refusal of rescission thereof, then and upon the happening of any of these events THE SUPPLIER shall be entitled in its election and without prejudice to any of its other rights at law or hereunder, to forthwith enforce specific performance or to cancel this agreement, and in either event to claim damages.

18 JOINT AND SEVERAL LIABILITY IF SURETY IS REQUIRED

The Surety(ies) will be jointly and severally liable together with THE APPLICANT to pay any amount due in terms of this Agreement, the one paying the other to be absolved. The Surety(ies) will be treated as co-principal debtor(s) together with THE APPLICANT.

If THE APPLICANT fails to discharge any of its obligations to THE SUPPLIER, THE APPLICANT shall be entitled, notwithstanding any contrary arrangement with THE APPLICANT, to demand from the Surety(ies) immediate performance of all the obligations then owing by THE APPLICANT to THE SUPPLIER whether or not the due date for the performance of the obligation has arrived. The full amount due will immediately become payable by the Surety(ies) and co-principal debtor(s).

In the event of THE APPLICANT being provisionally or finally sequestrated or liquidated, or placed under business rescue, THE SUPPLIER will be entitled to immediately proceed with legal action for the full outstanding amount against the sureties and co-principal debtor(s).

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

CONSENT TO TRADE AND BANK INFORMATION

I, the undersigned hereby give my consent to THE SUPPLIER or its agent, to perform the required trade and bank code to be issued as requested and when required.

Signed at _____ on this _____ day of _____ /20____
by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

FULL NAME: _____ ID NUMBER: _____
DESIGNATION: _____ SIGNATURE: _____

ACCEPTANCE OF CREDIT FACILITIES INCORPORATING TERMS AND CONDITIONS OF SALE

Signed at _____ on this _____ day of _____ / 20_____

before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT and that I have received, and understood the "Application For Credit Facilities Incorporating Terms And Conditions Of Sale" document.

I declare that THE SUPPLIER did not give any financial advice regarding this application or any other application in this regard, as contemplated in the Financial Advisory and Intermediary Act No 37 of 2002.

THE APPLICANT 1:

FULL NAME: _____
ID NUMBER: _____
DESIGNATION: _____
SIGNATURE: _____

THE APPLICANT 2:

FULL NAME: _____
ID NUMBER: _____
DESIGNATION: _____
SIGNATURE: _____

WITNESSED:

Signature of WITNESS 1: _____ Name: _____

Signature of WITNESS 2: _____ Name: _____

OFFICE USE:

SUPPORTING DOCUMENT (Please mark with (x) relevant documents attached)

CIPC Registration document		ID Documents of all Directors/Members/Owner	
Vat Registration / Certificate		Bank letter confirming details (not older than 6 months)	

APPROVED:

Account number		Credit terms	
Insurance ref number		Credit limit	R
Insurance approved	Yes / No	Insurance comment	
Limit override	R	Directors approved signature	
Approved by (Name)		Approved signature	
Approved date		Rep code / House account	Warehouse / Branch No
B account / Normal account	B / N		