

Tel 056 515 3908

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Email info@emilling.co.za

Physical Address 12 First Avenue | Industrial | Bothaville | 9660

Postal Address PO Box 561 | Bothaville | 9660



EENDAG MEULE BOTHAVILLE (PTY) LIMITED

Dear Customer

We thank you for your interest in becoming an EENDAG MEULE BOTHAVILLE customer. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

To avoid any delays, we kindly request that you note the following:

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud.

Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

Tel: (056) 515 1309

Fax: (056) 515 2356

E-mail: admin@emilling.co.za

Supporting documentation needed:

Copy of Tax Clearance OR Income Tax registration

Copy VAT registration/certificate

Copy of business letterhead

Cancelled cheque OR Stamped bank letter

Proof of physical address

Certificate of registration (COR, CK1 or Master's Certificate)

Certified copy of Directors

Applicants who bank with **First National Bank** are required to attach a Bank Code letter from their bank to this application

We further require that the original application form be forwarded to the following postal address:

PO Box 561

Bothaville

9660

South Africa

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable

**THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE
AND SURETYSHIP ACCEPTANCE.**

SECTION A – Questionnaire

We, _____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **EENDAG MEULE BOTHAVILLE (PTY) LIMITED**, registration number **2013/160717/07** (hereinafter referred to as "EENDAG MEULE"). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Private Co (Pty) Ltd	<input type="checkbox"/> Public Co. (Ltd)	<input type="checkbox"/> Trust
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2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

2.4 VAT Number _____

3.1 Postal Address _____

Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____

3.4 Telephone Numbers Area Code (_____) _____

3.5 Telefax Number Area Code (_____) _____

3.6 Cellular Number _____

3.7 e-Mail address _____

3.8 Name, Address, and Contact number of Landlord _____

3.9 Person responsible for account payment _____

3.10 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____

(First National Bank applicants are required to attach a Bank Code letter to this application)

5.2 Branch _____

5.3 Account Number _____

5.4 Account Holder Name _____

5.6 Type of account _____

Please initial here _____

- 5.7 Date account opened _____
- 5.8 Holding Company name _____
- 5.9 Percentage share holding _____
- 5.10 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.11 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners / Members / Directors/ Trustees) - SA CITIZENS & FOREIGN NATIONALS

Full Name	ID Number (SA Citizens only)	Residential Address	Residential Phone
Full Name	Passport Number & Date of Birth (Foreign Nationals Only)	Residential Address	Residential Phone

7. Trade References

Company (Supplier) Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

8. The following credit limit request is for assessment purposes only and does not form part of this contract:

- 8.1 Amount of credit required R _____
- 8.2 Estimated monthly purchases R _____

The limit inserted above does not, inter alia, constitute an obligation on behalf of EENDAG MEULE to supply in respect thereof only and shall not be capable on any basis whatsoever, of restricting the total liability from time to time of THE APPLICANT or any surety for THE APPLICANT to EENDAG MEULE.

9. 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:

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

YES	NO
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- 9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES	NO
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10 In terms of the Companies Act 71, of 2008 please state:

- 10.1 Is THE APPLICANT currently under Business Rescue?

YES	NO
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- 10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months?

YES	NO
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Please initial here _____

ASSETS OF THE APPLICANT:

MOVABLE ASSETS	NOTARIAL BONDS/SECURITIES
1.	
2.	
3.	
IMMOVABLE ASSETS	MORTGAGE BONDS/SECURITIES
1.	
2.	
3.	

Please initial here _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with EENDAG MEULE and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
 - 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 7, 14 or 30 days (whichever is applicable) from the end of the month in which a Tax Invoice has been issued by EENDAG MEULE. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to EENDAG MEULE free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by EENDAG MEULE is entirely at the discretion of EENDAG MEULE, and may be withdrawn at any time.
 - 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from EENDAG MEULE, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and EENDAG MEULE shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
 - 1.3 Should THE APPLICANT have a valid reason to dispute an entry raised on the tax invoice, it shall do so within 14 (fourteen) days of the date of EENDAG MEULE's invoice to THE APPLICANT, failing which such entry shall be deemed to be correct and payable.
2. **Change of address**
THE APPLICANT undertakes to notify EENDAG MEULE in writing within 7 (seven) days of any change of address.
3. **Change of ownership**
THE APPLICANT undertakes to notify EENDAG MEULE, in writing, within twenty days of any change in ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to EENDAG MEULE.
4. **Domicilium**
THE APPLICANT and the signatory hereto choose their *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 Section A, clause 3.2 of this application.
5. **Consent to sharing information and retention periods**
 - 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that EENDAG MEULE has consent to:-
 - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT 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.
 - 5.1.2 EENDAG MEULE may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to EENDAG MEULE, EENDAG MEULE may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
 - 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
 - 5.3 EENDAG MEULE is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by EENDAG MEULE'S staff, representatives and sub-contractors and EENDAG MEULE makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information EENDAG MEULE has collected, processed and shared.
6. **Pricing increments**
Prices quoted by EENDAG MEULE are determined from time to time and are subject to increases, at the discretion of EENDAG MEULE. EENDAG MEULE shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
7. **Valid orders**
In the event of any order being given to EENDAG MEULE on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
8. **Delivery**
 - 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on EENDAG MEULE'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
 - 8.2 Any delivery date stated on any order confirmation is approximate only. EENDAG MEULE shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
 - 8.3 Whilst EENDAG MEULE will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
 - 8.4 Each delivery is considered as a separate contract and the price thereof is payable accordingly.

Please initial here _____

8.5 The risk in and to the goods shall pass from EENDAG MEULE to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of EENDAG MEULE'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by EENDAG MEULE. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9. Warranties

9.1 Goods are guaranteed according to EENDAG MEULE'S specific warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of EENDAG MEULE not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.

9.2 Should a product supplied to THE APPLICANT by EENDAG MEULE be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact EENDAG MEULE within two (2) days from the goods becoming defective and arrange for the goods to be returned to EENDAG MEULE, where applicable.

9.3 Liability under clause 9.2 is restricted to the cost of replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by EENDAG MEULE.

9.4 Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of EENDAG MEULE are not covered in any warranties.

9.5 Should EENDAG MEULE find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.

10. Copyright

THE APPLICANT acknowledges EENDAG MEULE'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to EENDAG MEULE

EENDAG MEULE does not appoint the Post Office as its agents for payments by post. All payments shall be made to EENDAG MEULE'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to EENDAG MEULE for payment. Should EENDAG MEULE at any time advise THE APPLICANT of any change to EENDAG MEULE'S banking account details THE APPLICANT shall confirm such change with a Manager of EENDAG MEULE before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging EENDAG MEULE to afford THE APPLICANT any such indulgence to effect payment after due date.

12. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in EENDAG MEULE. EENDAG MEULE shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by EENDAG MEULE. THE APPLICANT hereby waives any right it may have for a spoliation order against EENDAG MEULE in the event that EENDAG MEULE takes possession of any goods.

13. Responsibility for losses, damages or delays

13.1 EENDAG MEULE will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organisation or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of EENDAG MEULE.

13.2 EENDAG MEULE provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

15. Interest on overdue accounts

EENDAG MEULE shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as EENDAG MEULE affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of EENDAG MEULE - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to EENDAG MEULE, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with EENDAG MEULE, 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.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to EENDAG MEULE, 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 EENDAG MEULE against THE APPLICANT arising out of any transaction between the parties, it being recorded that EENDAG MEULE shall be entitled, but not obliged, to bring any action or proceeding in the said court.

18. Arbitration

18.1 Save as otherwise expressly provided in these terms and conditions, should any dispute arise between any of the parties in regard to these terms or any transaction concluded between the parties, EENDAG MEULE shall be entitled, but not obliged, to insist that such dispute shall be decided by arbitration in the manner set out herein.

18.2 The arbitrator shall be appointed by the parties, and failing an agreement reached by the parties, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA").

18.3 The arbitration shall be held at Johannesburg, South Africa.

Please initial here _____

- 18.4** The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.
- 18.5** The arbitrator shall be entitled to:
- 18.5.1** Investigate or cause to be investigated any matter, fact, or thing which he/she considers necessary or desirable in connection with any matter referred to him/her for decision.
- 18.5.2** Decide the matters submitted to him/her according to what he considers just and equitable in all the circumstances, having regard to the purpose of these terms and conditions; and
- 18.5.3** Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he/she in his/her discretion may deem fit and appropriate.
- 18.6** The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded and the decision of the arbitrator shall be final and binding on the Parties.
- 18.7** Notwithstanding anything to the contrary contained herein, EENDAG MEULE shall, in its sole discretion, not be precluded from obtaining relief from a court of competent jurisdiction.
- 19. Recovery of legal /collection costs**
Should EENDAG MEULE 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 EENDAG MEULE'S rights, EENDAG MEULE 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.
- 20. Non-waiver of rights**
Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence, or grace on the part of EENDAG MEULE shall not in any way operate as or be deemed to be a waiver by EENDAG MEULE of any rights under this contract or be construed as a novation thereof.
- 21. Severability of clauses**
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.
- 22. Entire agreement**
This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

Please initial here _____

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of EENDAG MEULE for the due performance of any obligation of THE APPLICANT and for the payment to EENDAG MEULE by THE APPLICANT of any amounts which may now or at any time be or become owing to EENDAG MEULE by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims 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 EENDAG MEULE and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to EENDAG MEULE have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies EENDAG MEULE enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require EENDAG MEULE to first proceed against THE APPLICANT for payment of any debt owing to EENDAG MEULE before proceeding against the surety;
- Cession of Action – the right to require EENDAG MEULE to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:
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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 by:

Name: _____

ID Number: _____

Designation: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____