



Reg Number: 2021/418287/07  
 Vat Number: 4260158896  
 34 Mount Ida Road, Robertsham, 2091  
 Tel: 011 492-2314

Sales Rep Title: Sales Rep Name: CSS Sales  
 Sales Rep Mobile Number: 083 786 3756  
 Sales Rep e-mail Address: info@css.za.com

F 7 C Rev 00

**FACILITIES TO BE SUPPLIED BY CENTRAL SUPPORT SYSTEMS (PTY) Ltd (Hereinafter referred to as the "seller")**

1. FULL NAME OF APPLICANT: \_\_\_\_\_

2. FULL REGISTERED NAME OF BUSINESS: \_\_\_\_\_

3. BUSINESS REGISTRATION NO: \_\_\_\_\_

4. BUSINESS VAT NO: \_\_\_\_\_

5. TRADE NAME(S) OF BUSINESS: \_\_\_\_\_

6. NATURE OF BUSINESS: \_\_\_\_\_

7. DATE BUSINESS ESTABLISHED: \_\_\_\_\_

8. TYPE OF BUSINESS:  SOLE PROPRIETOR  PTY (LTD)  C.C.  
 PARTNERSHIP

9. REGISTERED ADDRESS: \_\_\_\_\_

10. PHYSICAL ADDRESS: \_\_\_\_\_

11. POSTAL ADDRESS: \_\_\_\_\_ CODE: \_\_\_\_\_

12. TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEBSITE: www. \_\_\_\_\_

**13. FULL NAMES AND ADDRESSES OF DIRECTORS/ MEMBERS/ PARTNERS/ PROPRIETORS:**

FULL NAMES:	RESIDENTIAL ADDRESS:	ID.NO / DATE OF BIRTH:
1.		
2.		
3.		
4.		

14. PREVIOUS NAME OF BUSINESS: \_\_\_\_\_

15. NAME OF HOLDING COMPANY: \_\_\_\_\_

16. NAME OF SUBSIDIARY AND ASSOCIATE COMPANIES: \_\_\_\_\_

17. PREMISES:  OWNED  RENTED EXPIRY DATE OF PRESENT LEASE: \_\_\_\_\_

18. NAME OF LANDLORD: \_\_\_\_\_ LANDLORD TEL NO: \_\_\_\_\_

19. AMOUNT OF CREDIT REQUIRED: \_\_\_\_\_

(NB: THIS AMOUNT SHOULD BE EQUAL TO TWO MONTHS NORMAL PURCHASES:

20. BANKERS: \_\_\_\_\_ BRANCH: \_\_\_\_\_

21. ACCOUNT NO: \_\_\_\_\_ DATE OPENED: \_\_\_\_\_

22. TRADE REFERENCES (PLEASE SUPPLY FOUR):

NAME:	ADDRESS:	TEL NO:
1.		
2.		
3.		
4.		

23. FINANCIAL INFORMATION AVAILABLE?:

YES  NO

24. ARE PRINCIPLES PREPARED TO SIGN SURETY?:

YES  NO

25. HAS AN EXISTING CREDIT FACILITY BEEN WITHDRAWN IN THE LAST 3 YEARS?:

YES  NO

**WARRANTY:**

1. I, (Full name)

by my signature hereto warrant that:

- 1.1 All the information in this application is true, correct and up to date;
- 1.2 I am a Director/ Member/ Partner / the sole proprietor of the Applicant;
- 1.3 I am duly authorised to seek credit facilities for the Applicant and to pledge Applicant's credit.
- 1.4 I am duly authorised generally to represent and act for and bind the Applicant;
- 1.5 I have read and understand this warranty and the terms and conditions of this contract and agree to be bound by the same.

2. Applicant undertakes to:

- 2.1 Make payment for all purchases on the due date;
- 2.2 Pay interest at the then current maximum bank overdraft rate or at TWENTY TWO (22)%, whichever is the greater, on all amounts owing and not paid within SIXTY (60) days of the due date relating thereto. Such interest to be calculated from date of delivery and compounded daily.
- 2.3 Be liable for all legal costs as between attorney and client as well as collection commission, should it be necessary for legal action to be taken for the recovery of any amounts owing arising out of purchases made.

3 The due date for all payments due to the seller shall be the last business day of the month following the month in which the goods were supplied to the purchaser.

- 3.1 The seller shall be entitled to disallow settlement discount on payments received by the seller after the due date.
- 3.2 The purchaser may deduct 2½% settlement discount from payments made on or before the due date.
- 3.3 The seller shall be entitled to set a credit limit on the value of goods to be supplied on credit to the purchaser.

4 Applicant acknowledges that:

- 4.1 In event that the credit facilities are granted, it will be on the basis of the information made available in this application;
- 4.2 Whether or not the information made available in this application is true and correct, it shall nevertheless be deemed to be true and correct in all respects;
- 4.3 In the event of any information made available in this application proving to be inaccurate or incorrect, no further credit facilities will be allowed and the Seller shall forthwith be entitled to institute recovery proceedings for any or all sums then owed by the Applicant arising out of facilities already given, which sums shall become immediately due and payable in full.
- 4.4 The above information is warranted true in all particulars and is the basis of our agreement.
- 4.5 The approval and establishment of this account is subject to confirmation by the seller, who may approve or reject this application without giving any reasons for such decision.

5 This warranty forms part of the further terms and conditions as set out on page 3 of this application.

\_\_\_\_\_  
Signature of Applicant (Purchaser)

\_\_\_\_\_  
Date



# TERMS AND CONDITIONS

Initialed as read & accepted by Applicant

1. **APPLICATION:**
  - (a) These terms and conditions override and supersede all other conditions and are without prejudice to any securities and/or guarantees which the seller holds.
  - (b) This contract constitutes the entire contract between the parties and no representation by any person, or variation or consensual cancellation of or amendments to any of the terms and conditions hereof shall be valid or binding on the Seller unless reduced to writing and signed by an authorised representative of the Seller.
  - (c) To the extent that there is any conflict between these terms and a written agreement between the Seller and Purchaser in respect of a particular transaction, the terms of that agreement will prevail.
2. **PAYMENT:**
  - (a) The contract price shall be paid by the Purchaser without any deduction or set-off within the period stipulated on the face hereof following the date appearing on the statement.
  - (b) If more than one delivery is made, then each delivery will be invoiced and paid for separately but otherwise in accordance with (a)
  - (c) The Seller shall be entitled to charge interest at the maximum rate possible, from time to time on all overdue amounts, as set forth in the "Limitation and Disclosure of Finance Charges Act No 73 of 1968", as amended or any other applicable legislation.
  - (d) Should the Purchaser default in paying his account then the Seller shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the Purchaser, from whatsoever cause arising will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
  - (e) The Purchaser agrees that in the event of any portion of an invoice indebtedness being disputed then, in that event, the Purchaser will nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of credit allowed to the Purchaser, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.
  - (f) Where payment has been arranged on a promissory note/bills basis, the Purchaser undertakes to furnish the Seller with such instrument/s by the 14th of the month following upon that in which goods are despatched from the Seller's premises. Should the Purchaser dispute any amount due for inclusion in a bill or promissory note the Purchaser shall nevertheless be obliged to furnish the bill or promissory note in respect of the undisputed sum. Their term, bill or promissory note shall extend to any negotiable or non-negotiable instrument of debt or bill of exchange.
  - (g) If the Purchase price is not paid on the due date and remains unpaid for 12 hours after the receipt of written notice demanding payment, or if the Purchaser ceases to carry on business, the Seller without prejudice to any other rights which it may enjoy may cancel the sale and retain all payments made.
  - (h) Until the purchase price of any goods has been paid, the Purchaser shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance whenever called on to do so by the Seller.
3. **PRICE:**

Unless another price is quoted by the Seller (which will then apply) the price of the goods or services will be the Seller's current price ruling on the date they are delivered or rendered to the Purchaser. The Seller may vary any quoted price by adding thereto the increased cost to it of any goods or components which are supplied to or form a part of goods supplied to the Purchaser resulting from any adverse fluctuation in the rate of exchange between the date of quotation and the date of supply.
4. **DISCOUNTS:**
  - (a) The contract price is strictly nett, and not subject to any discounts unless otherwise agreed to in writing.
  - (b) If any discount is agreed to in writing it shall only be allowed if payment is received by the Seller by the due date and shall only apply to the actual price of the goods themselves.
5. **DELIVERY AND RISK:**
  - (a) Delivery shall be completed when goods are off-loaded at their destination if the goods are to be transported by means of the Seller's vehicle or when the goods are loaded if the goods are to be transported by the Purchaser on a carrier engaged (whether by the Seller or the Purchaser) to transport the goods for the Purchaser.
  - (b) Should the Seller at the Purchaser's request agree to engage a carrier to transport the goods for the Purchaser then (i) the Seller is authorised to engage a carrier on such terms and conditions as it deems fit, (ii) The Purchaser shall indemnify the Seller against all demands and claims which may be made by the carrier so engaged and all liability which the Seller may incur to the carrier arising out of the transportation of goods.
  - (c) The risk in the goods shall pass to the Purchaser on delivery of the goods to the Purchaser, its agent or carrier referred to in 5(b) above.
  - (d) If the Purchaser fails to take delivery of the goods on due date then (i) the risk shall immediately pass from the Seller to the Purchaser, (ii) The Purchaser shall refund to the Seller on demand the reasonable costs (including storage and insurance) of keeping the goods during the period of that delay.
  - (e) The Seller shall be exempted from and shall not be liable under any circumstances for any complaints or claims for any alleged shortage or failure of the goods to comply with the contract unless written notice is received by the Seller within 7 days after the delivery of the goods to the Purchaser.
  - (f) The signature of any employee or agent of the Purchaser which appears on the Seller's official delivery note or waybill, or the delivery note of any authorised independent carrier, will constitute evidence of the delivery of goods purchased.
6. If more than one delivery is made then the provisions of clause 5 apply to each delivery.
7. Notwithstanding any other provision in the contract to the contrary the Seller's obligation to deliver the goods shall in all cases be subject to the following conditions precedent:
  - (i) the availability to the Seller of any materials and supplies required for the manufacturing of the goods. (ii) the timely receipt by the Seller of any instructions (including drawings and specifications) required by the Seller from the Purchaser for the manufacture of the goods.
8. Time shall not be of the essence of the contract.
9. **OWNERSHIP AND SET-OFF:**
  - 9.1. Ownership in the goods shall remain vested in the Seller and not pass to the Purchaser until receipt by the Seller of all amounts payable by the Purchaser under this agreement.
  - 9.2. In the event of the Seller or any holding or subsidiary or associated company of the Seller becoming indebted to the Purchaser, the Seller shall have the right to set off such indebtedness against any monies which may be or become owing by the Purchaser to the Seller.
10. **NOTIFICATION TO THE LANDLORD:**
  - (a) Should the premises at the address where the goods are kept be rented, the Purchaser shall forthwith upon the signature of this Agreement notify the landlord of the Seller's ownership of the goods and also notify the Seller in writing of the name and address of the landlord of such premises and shall furthermore during the currency of this Agreement promptly notify any new landlord of the Seller's right of ownership.
  - (b) The Purchaser shall notify the Seller in writing should the former wish to change the address at which the goods are stored and simultaneously notify the Seller of the name and address of the landlord of that new address.
11. **EXCLUSIONS:**
  - (a) All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figures, advertisements, brochures and other technical data furnished by the Seller in respect of the goods, and whether in writing or not, are furnished only on the basis that they will not form part of the contract or be relied upon by the Purchaser for any purpose.
  - (b) If any goods or any part of them are supplied in accordance with specifications, measurements or other instructions furnished by the Purchaser, the Purchaser shall not have any claim of any nature whatever against the Seller (i) for any loss or damage sustained by the Purchaser as a result of any error, discrepancy or defect in those specifications, measurements or other instructions, (ii) or if the goods in question are not suitable for the purpose for which they are required, whether those purposes are known to the Seller or not.
  - (c) The Seller's liability to the Purchaser for any damage sustained by the Purchaser from any cause whatsoever, including any damages arising out of the Seller's negligence or that of its servants, agents or sub-contractors shall in any event and under all circumstances be limited to replacement of goods which, at the date of delivery thereof are subject to a patent defect arising from defective material or workmanship at the Seller's premises.
  - (d) Except as provided in (c) the Seller shall in no circumstances whatever be liable for any loss or any damage direct or indirect, consequential or otherwise, sustained by the Purchaser whether or not caused by the negligence of the Seller, its agents or employees.
  - (e) Insofar as any of the Seller's obligations under the contract are carried out by any of its Servants, agents, sub-contractors, associates or subsidiaries the provisions of (c) and (d) are stipulated for their benefit as well as the Seller's and each of them shall be exempted accordingly.
  - (f) The Purchaser shall not have any claim of any nature whatever against the Seller for any failure by the Seller to carry out any of its obligations under the contract as a result of causes beyond the Seller's control, including but without being limited to any strike, lockout, shortage of labour or material, delay in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of the Seller, riots, political or civil disturbances, the elements, any act of any State of Government, any delay in securing any permit, consent or approval required by the Seller for the supply of goods under the contract, or any other authority, or any other cause whatever beyond the Seller's absolute and direct control.
12. **WARRANTY:**

Save as provided in clause 11(c) all goods are sold voetstoots and without any warranties whatever.
13. **SUSPENSION OF SELLER'S OBLIGATIONS:**

If any amount owed by the Purchaser is not paid on due date, then without prejudice to or any other right it may have, the Seller may immediately suspend the carrying out of any of its the uncompleted obligations until the payment is made.
14. **CANCELLATION:**
  - (a) The Seller may cancel the contract or any uncompleted part of it if the Purchaser commits a breach of the terms or conditions of the contract: or, being an individual dies or is provisionally sequestered or surrenders or makes application to surrender his estate; or, being a partnership, the partnership is terminated; or, being a company, the company is placed a provisional or final order of liquidation or judicial management; or, has a judgement record against it which remains unsatisfied for 7 days; or, compromises or attempts to compromise generally with any of the Purchaser's creditors.
  - (b) The Seller's right in terms of (a) shall not be exhaustive and shall be in addition to its common law rights.
  - (c) No relaxation which the Seller may have permitted on any one occasion in regard to the carrying out of the Purchaser's obligation shall prejudice or be regarded as a waiver of the Seller's rights to enforce those obligations on any subsequent occasion.
  - (d) Upon the cancellation of the contract for any reason whatever all amounts then owed by the Purchaser to the Seller in terms of the contract shall become due and payable forthwith.
15. **JURISDICTION:**
  - (a) The Seller shall be entitled but not obliged to institute any proceedings against the Purchaser, arising out of the contract, for the full balance outstanding including current purchases in any Magistrate's Court having jurisdiction over the Purchaser notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.
  - (b) A certificate signed by any director or member of the Seller showing the amount due and owing by the Purchaser to the Seller at any given time shall be conclusive proof of the facts therein stated for the purpose of all legal proceedings against the Purchaser for recovery of the said amount.
16. **DOMICILIUM:**

The Purchaser nominates its business address as reflected on Page (i) as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim for any sum due to the Seller or otherwise.
17. **NEGOTIABLE INSTRUMENTS:**

Any promissory note, bill of exchange, or other negotiable instruments received by the Seller from the Purchaser shall not be a novation of the debt for which it is given and the Purchaser waives presentment, notice of dishonour and protest where applicable.
18. **RETURN OF GOODS:**

If in the exercise of its discretion the Seller shall agree, at the request of the Purchaser, to accept the return of goods which were correctly supplied by the Seller and are not faulty or subject to any claim, then the Seller shall be entitled without the necessity of any further agreement to claim from the Purchaser a handling charge of 20% of the invoice price of the goods so returned.
19. **INDULGENCE:**

No relaxation, extension of time or indulgence granted by the Seller to the Purchaser shall be deemed to affect, prejudice or abrogate or be a waiver of the Seller's right in terms hereof, nor shall any relaxation, giving of time, indulgence or judgement taken be deemed to be a novation of any of the terms and conditions of this Agreement.
20. **PURCHASER'S WARRANTY AND UNDERTAKING:**

The Purchaser hereby warrants that the details completed overleaf are true and correct in each and every respect and that save as disclosed to the Seller in writing the directors/partners/proprietor have never been insolvent or associated with any business failure and that none of the Purchaser's assets are in any way encumbered, and specifically that debtors are neither ceded nor factored. The Purchaser undertakes to notify the Seller in writing of any change of details shown overleaf including change of ownership, name and address.
21. **INTERPRETATION:**

The headings in these Conditions are for convenience only and are not taken into account for the purpose of interpreting the Contract. Words importing any one gender include the other words in the singular and the plural.
22. **LAW APPLICABLE:**

This contract is governed by the laws of the Republic of South Africa.
23. **COSTS:**
  - 23.1 All stamp duties payable in respect of this Agreement, or any suretyships or securities given in respect hereof shall be paid by the Purchaser, either on demand or by addition to the principal debt.
  - 23.2 All cost and disbursements including legal costs on the attorney and client basis incurred by the Seller in recovering possession of the goods, or tracing the Purchaser and/or locating the goods and in disposing of the goods, collecting or endeavouring to collect all or any amount payable by the Purchaser to the Seller hereunder, or otherwise, and all collection commissions, storage charges, costs of valuation of the goods, cost of sale, including such costs which in the discretion of the Seller are necessary to restore the goods to saleable condition, selling commission, dismantling and removal charges and all other charges of a like nature, shall be for the account of the Purchaser and shall be payable to the Seller as incurred from time to time.