

**Dear Sir / Madam,**

We would like to take this opportunity to thank you for applying for Credit facilities with Deebar.

This application includes our Credit Assessment Form as well as our Standard Terms & Conditions, please complete the application in full and conform to the following requirements:

- Ensure that each page is initialed.
- Ensure the contact numbers for references are provided, no cell phone numbers will be accepted.
- Ensure that the application form is signed by proprietors, partners, members or directors or in the absence of directors a signed resolution passing on authority to sign the application form.
- Ensure that witnesses initial each page and sign at the place provided on the last page.
- Attach a copy of your VAT registration certificate.
- Attach a copy of your letterhead.

Once completed please fax or email it to us so that processing can commence. However, we do require the original signed copy before any credit facilities can be granted.

The original application form to either be delivered to 15 Main Reef Road, Primrose Ext 1, Germiston, 1401 or posted to P.O. Box 40325 Cleveland, 2022. We can collect this if within our delivery area.

Should you have any queries relating to the opening of your account, kindly phone the undersigned on 011 873-4332/3/4/5 or e-mail [accounts@deebar.co.za](mailto:accounts@deebar.co.za)

Yours faithfully,

**Sharon Storey**  
Accounts Manager

Oct 2017



## CREDIT ASSESSMENT FORM

### Private and Confidential

(Please complete this document by way of block letters)

Assessment of credit facilities with **Deebar**  
**(The Creditor)**

**Full name of "The Applicant":**  
(Please attach letterhead of the applicant)

**Full trading name /  
Style of The Applicant:**

(Herein after referred to as the Debtor and / Customer)

### Please tick where applicable

Sole Owner  Partnership  Pty (LTD)  Close Corporation

(Please attach copy of document reflecting Members / Directors / Partners / Sole Owners)

### Postal Address:

P.O. Box

Town

Postal Code:

Tel No:

Fax No:

Cell No.

### Physical Address:

### Delivery Address:

Vat No:

Company Reg / CC No:

### Registered office of Company:

### Name and address of Auditors:

### Year commenced business:

### How long have present Proprietors / Partners / Directors / Members been in control of the company?

### Details of Proprietors / Directors / Partners / Members:



Full Name:

Address:

I.D. No.:

Tel No.:

Full Name:

Address:

I.D. No.:

Tel No.:

Full Name:

Address:

I.D. No.:

Tel No.:

Full Name:

Address:

I.D. No.:

Tel No.:

Full Name:

Address:

I.D. No.:

Tel No.:

Full Name:

Address:

I.D. No.:

Tel No.:

Details of Holding Companies:

Name of Company:

Postal Address:

**Bankers:**

Branch:

Account Number:

Branch Code:

**Credit Limit Required:**

Est. Monthly Purchases:

**STRICTLY** 30 Days unless otherwise agreed in writing

**Trade References:** Two (2) years or longer (Please do not supply names of subsidiary, related companies or cell phone numbers)

Name:

Contact Person:

Tel No:

Name:

Contact Person:

Tel No:

Name:

Contact Person:

Tel No:

Name:

Contact Person:

Tel No:

Name:

Contact Person:

Tel No:

**Terms & Conditions of Credit**

The Applicant or its duly authorised agent does hereby apply for credit facilities with the Creditor and in consideration thereof, the Applicant (As well as any surety for the Applicant whose signature appears below) does hereby irrevocably accept the following terms and conditions.

**1. Certificate of Indebtedness**

A certificate signed by the Secretary / Manager or any Director of the Creditor reflecting the amount owing by the Applicant to the Creditor in respect of the credit facilities granted to the Applicant in terms hereof relating to the Applicants dealing with the Creditor and to the fact that such amount is due, owing and unpaid shall be Prima Facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debit on insolvency or for any other purpose whatsoever where the amount of such claim 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.

2. All overdue sums/ amounts shall bear interest at the maximum permissible rate of interest as determined by the usury act (formerly know as the Limitation and Disclosure of Finance Charges Act) No. 73 or 1968 (As Amended), or any other relevant law from time to time to be reckoned monthly in advance from due date to date of payment.
3. Notwithstanding the amount which may at any time be owing by the Applicant to the Creditor the parties do hereby consent, in terms of section 45 of the Magistrates Court Act (No. 37 of 1994 As Amended), to the jurisdiction of the Magistrate's Court having jurisdiction for the determination of the action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the Creditor against the Applicant arising out of any transaction between the parties, it being recorded that the Creditor shall be entitled but not obliged to any action or proceeding in the said court and that all costs incurred in any action against the Applicant in any competent court including costs of an Attorney collection commission will be paid by the Applicant.
4. In the event of the Applicant defaulting in making payment of any amount that has become due and owing the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Applicant.

The Debtor agrees and accepts to give the Creditor express authority to use any credit information to assess the Debtors creditworthiness.

**1. Application**

The under mentioned terms and conditions shall apply in respect of all sales by Deebbar of goods supplied to purchasers thereof from time to time.

**2. Delivery**

- 2.1 Except in the case of the goods outside South Africa, delivery of the goods shall take place and risk therein shall pass to the Purchaser upon delivery thereof at the place indicated by the Purchaser on his order, or when the goods are passed to a carrier or agent who accepts responsibility for delivery. Property of the goods will not pass until payment therefore is received by Deebbar.
- 2.2 Any delivery rate indicated by the Sellers in a business is an estimate only and although the Seller will endeavor to comply with it they will be under no liability whatsoever for any delay in delivery or the consequences thereof howsoever arising.
- 2.3 Without prejudice to the foregoing the Sellers shall not be liable for non-delivery or late delivery of goods resulting from any cause beyond their reasonable control, including but not limited to strikes, riots, acts of God, and delays in transport or Force Majeure.

**3. Packaging**

- 3.1 No charge will be made for the packaging of goods for delivery within South Africa.
- 3.2 Charges for the packaging of goods for export will be quoted upon request.

**4. Reservation of ownership**

- 4.1 All goods remain the property of Deebbar until full payment has been received.

**5. Payment**

- 5.1 Payment for the goods shall be made by the end of the month following the month in which they were dispatched.
- 5.2 Terms of payment: Nett no other payment terms will be considered except by special written agreement.
- 5.3 Should payment be delayed beyond the due date, the Sellers reserve the right to charge interest on all sums outstanding at a daily rate equivalent to an annual rate.
- 5.4 Should payment be delayed beyond the due date, the Sellers reserve the right to suspend any deliveries of goods to the to the Purchaser pursuant to any unfulfilled orders and it comprises a contract to make deliveries by installments, the Seller may upon the expiry of 30 days written notice of the intention to do so, sever it and treat the Purchaser as having repudiated it without prejudice to their claim for damages in respect of the aforesaid repudiation.

**6. Liability for defects all expressed or implied**

- 6.1 Warranties against any defect in the condition, quality or suitability of the goods for said purposes whatsoever, whether patent or latent, are hereby excluded from the sale and the goods voetstoots, provided that Deebbar shall be liable to repair or replace if possible any defective part or portion of the goods caused by faulty design, materials or workmanship, Deebbar liability in terms of this clause:
  - 6.2 Shall be limited to a period of ninety (90) days from the date of the delivery of the goods.
  - 6.3 Shall be conditional upon:
    - 6.3.1 The Purchaser notifying Deebbar in writing of the said defect immediately on manifestation thereof.
    - 6.3.2 The Purchaser returning such defective parts or portion thereof to be repaired by anyone other than Deebbar at the Purchasers expense.
    - 6.3.3 The Purchaser not causing or endeavoring to cause any such part or portion thereof to be repaid by anyone other than Deebbar in terms of the agreement of sales being strictly observed. Whether patent or latent, and the Purchaser indemnifies Deebbar against any claim arising out of such defects made against it by any third party.
    - 6.3.4 All the Purchasers obligations to Deebbar in terms of the agreement of sales being strictly observed.
  - 6.4 Shall be excluded in the case of:
    - 6.4.1 Prior repairs or modification by others. Defect attributable to incorrect operation or installation, abuse or neglect of the goods.

**7. Liability for loss and damage**

- 7.1 Deebbar shall not be responsible for any loss or damage howsoever caused to the property or person of the Purchaser or any third party payment as a result of any defect in the goods.

**8. Consent of jurisdiction**

- 8.1 The Purchaser hereby consents, in respect of any proceedings which may be instituted against it by Deebbar arising out of or connection with this agreement, to the jurisdiction of Johannesburg Magistrate Court which at the time of the proceedings in question has jurisdiction over the Purchaser's person.
9. Without prejudice to any other rights which Deebbar may have, all amounts not paid by the Purchaser on due date shall bear interest from such date to the due date on payment at the rate of 2% (two per centum) above the prevailing prime bank overdraft rate of interest charged by Deebbar's bankers from time to time.

**10. Returned goods**

- 10.1 Permission must be obtained by us before any standard production items are returned, quoting Deebbar's relative delivery note / invoice number. If return is due to no fault of ours and permission is granted, minimum service share of 15% handling of Nett price will be made provided the goods are received in a re-saleable condition. Under no circumstances will items made to customers'



specifications be returnable. We cannot accept any railage or transport costs being debited to our account.

**11. Deed of suretyship**

11.1 I by my signature hereto (which appears below) do in addition to the above hereby bind myself in my private and individual capacity as surety for and co principal debtor in solidum with the Applicant in favour of the Creditor for the due performance of any obligation of the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing and claims for damages and actions against the Applicant acquired by way of cession, this suretyship shall be continuing covering guarantee / surety which may only be cancelled in writing by the Creditor and then only provided that all sums owing by the Applicant (whether due or not) to the Creditor have been paid in full. I hereby renounce the benefits of the legal exception "Non Causa Debiti", "Odinis Seu Excussionis Et Divisionis" and "Cessions of Actions" with the force meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocable to all of the Terms and Conditions of clauses in this document.

11.2 I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship / guarantee which is bought into existence by each separate signatory hereto if for any reason the suretyship / guarantee is not binding (for whatever reason) on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

11.3 The Applicant and I warrant that the information in this document is true and correct in all respects.

**12. Entire agreement**

12.1 The Terms and Conditions herein constitute the entire agreement between the Purchaser acknowledged that no representations have been made by Deebar or persons acting on its behalf which have induced the Purchaser to enter in to this agreement. No agreement in any way varying the Terms and Conditions of this agreement shall be of any force unless contained in writing and signed by the parties hereto.

**DEBTOR**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

Name of Signatory \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_