

INTERNATIONAL LIGHTING

Distributors 1000 CC

REGISTRATION NUMBER

2004/099974/23

VAT NUMBER: 4160216125

Tel: 031-5632022

Fax: 031-5643415

CUSTOMER:

VAT NO:

Customer Data & Credit Application Form
Private & Confidential

Please initial each page

INTERNATIONAL LIGHTING DISTRIBUTORS 1000 CC, CK NO 2004/099874/23 (“the company”) CREDIT APPLICATION FORM.

PLEASE NOTE THAT ANY CREDIT GRANTED IN TERMS OF THIS CREDIT APPLICATION SHALL BE SUBJECT TO THE COMPANY’S STANDARD TERMS AND CONDITIONS OF TRADE.

DETAILS:

1. Full Name:

(Hereinafter known as the “client”)
2. Type of business entity:
Sole Owner
Partnership
Limited Company
Close Corporation
Other _____ (Please specify)
3. Client Registration No: _____
4. Delivery Address (this will be the client’s chosen domicilium citandi et executand for all purposes)

5. Postal Address (This is the address where all invoices and statements will be posted to)

6. Telephone no of client: _____ Email: _____
7. Fax no of client: _____
8. Name of client’s accountant and contact details of accountant:

9. Type of Business: _____
10. Estimated maximum monthly credit required: _____

11. Name of Bank: _____
 12. Bank Branch: _____
 13. Account no: _____

TRADE REFERENSES:

1. _____ Tel: _____
 Comments: _____

2. _____ Tel: _____
 Comments: _____

3. _____ Tel: _____
 Comments: _____

DETAILS OF DIRECTORS/PARTNERS/MEMBERS:

1. _____ Tel: _____
 ID number: _____
 Address: _____

2. _____ Tel: _____
 ID number: _____
 Address: _____

3. _____ Tel: _____
 ID Number: _____
 Address: _____

4. _____ Tel: _____
 ID Number: _____
 Address: _____

Signed by "THE CLIENT" at _____ on _____

As witnesses:

1. _____
 2. _____

 CLIENT SIGNATURE

Signed by "THE COMPANY" at _____ on _____

As witnesses:

1. _____

2. _____

COMPANY SIGNATURE

STANDARD TERMS AND CONDITIONS OF TRADE

Definitions:

- a) "THE CLIENT"; shall mean the client as defined on the credit application form.
- b) "THE COMPANY" ; shall mean "International Lighting Distributors 1000 CC".
- c) "THE CREDIT APPLICATION FORM"; shall mean their credit application form completed by the client.

The client hereby:

- a) Warrants that the information provided on the credit application form is true and correct.
- b) Agrees that the company shall be entitled to institute any legal action arising out of this agreement in a Magistrates' Court of competent jurisdiction, notwithstanding the fact that the amount involved in such action may be beyond the jurisdiction of the Magistrates' Court.
- c) Agrees that the client shall make payment on any statement within 30 days from the date of such statement.
- d) Agrees that all statements generated by the company shall be posted to the client's address appointed by the client for this purpose on the credit application form and that all the information contained in such statement shall be deemed to be correct unless the client objects to such statement within 30 days from the date of receipt of such statement;
- e) Acknowledges that credit facilities might be withdrawn by the company at any time;
- f) Agrees that in event that payment by the client is not made on the due date, the company shall be entitled to deem the whole amount outstanding to the company by the client as immediately due owing and payable regardless of any other payment terms agreed upon between the client and the company;
- g) Agrees that in the event that the company instructs an attorney, as a result of breach of these standards terms and conditions of trade, the client shall pay all legal costs including collection commission, tracing fees and all other disbursements on an attorney and own client scale;
- h) Agrees to pay interest on all overdue amounts at the maximum rate permissible as prescribed from time to time;
- i) Agrees that ownership of any goods delivered by the company to the client shall remain the property of the company until such time as the full purchase price due in respect thereof has been paid;
- j) Agrees that any discounts on purchases given by the company to the client, will immediately be forfeited should the client be in breach of any of the terms and conditions of trade contained herein.

Signed by "THE CLIENT" at _____ on _____

As witnesses:

1. _____

2. _____

CLIENT SIGNATURE

Signed by "THE COMPANY" at _____ on _____

As witnesses:

1. _____

2. _____

COMPANY SIGNATURE

DEED OF SURETYSHIP

1. I the undersigned, _____
(Insert full name and ID of surety)

Of _____

_____ (insert physical address)

Do hereby bind myself jointly and severally as surety and co-principal debtor in solidum in favor of **INTERNATIONAL LIGHTING DISTRIBUTORS 1000 CC**
(Hereinafter referred to as “the creditor”)

For the due payment on demand by _____
(insert the name and registration no of the client/company/closed cooperation)

(Hereinafter referred to as “the debtor”)

1. of all or any sums of money in respect of which the debtor is indebted of at any time hereafter may become indebted to the creditor or its successors-in-titles or assigns from whatever cause arising, whether such indebtedness be incurred by the debtor solely or jointly or in partnership with any other persons, companies or closed corporations.
2. And I hereby renounce the benefit of the legal exceptions “ordinis seu excussionis et divisionis” “non causa debitoris” and “revision of accounts”, with the force and effect of which I acknowledge myself to be fully acquainted and I agree and declare that this suretyship is to be in addition and without prejudice to any other suretyship/s and security/ies now or hereafter to be held by the creditor and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my death or legal disability.
3. For the purpose of any action against me hereunder, for provisions sentence or otherwise a certificate by the creditor as to the amount owing by the debtor and to the effect that the due date of payment of such amount has arrived shall be deemed to be sufficient and satisfactory proof of the facts therein stated.
4. And I choose domicilium citandi et executandi for all purposes herein at the above address set out against my name and all notices required to be given to me in terms hereof shall be considered duly given if posted to me to the said address.
5. In respect of all contracts entered and to be entered into by the debtor with the creditor I warrant that each contract is or will be at the time of the execution or formation thereof within the scope, authority, powers and objects of the debtor and that all resolutions of and signatures by directors or members of the debtor were or, in the case of future contracts will be properly and with due authority passed and/or executed and/or made. If there shall in respect of any such contract be any breach of the terms of this warranty, then I hereby assume the liability to the creditor which any such contract purported to impose upon the debtor.

6. And I do hereby waive presentment, notice of dishonor and protest of any promissory note, bill of exchange, cheque or other negotiable instrument made, drawn, accepted, endorsed and discounted by the debtor or be so made, drawn, accepted, endorsed or discounted hereby agreeing and admitting that my liability hereunder in respect of any such instrument shall not be in any way affected by any failure to present or give notice of dishonor or to protest as aforesaid.
7. The creditor shall be entitled to institute any legal proceedings arising from this agreement in any Magistrates' Court having jurisdiction notwithstanding that the amounts of the causes of action might exceed such jurisdiction.
8. The creditor shall be entitled to charge interest on all amounts which may become due to the creditor in terms of this agreement, from the due date of payment thereof at the maximum rate allowable in law from time to time.
9. The creditor shall be entitled to recover all legal costs, including collection commission incurred by it in respect of recovering any amounts due to it in of this agreement, on a scale as between attorney and client.

Signed by "THE CLIENT" at _____ on _____

As witnesses:

1. _____

2. _____

SURETY SIGNATURE

Signed by "THE COMPANY" at _____ on _____

As witnesses:

1. _____

2. _____

SPOUSE OF SURETY

Signed by "THE COMPANY" at _____ on _____

As witnesses:

1. _____

2. _____

INTERNATIONAL
LIGHTING
DISTRIBUTORS