

TERMS & CONDITIONS OF SALE INCORPORATING A DEED OF SURETYSHIP & CESSION OF CLAIMS



To : (the CREDITOR)

Saffer Trading (Pty) Ltd
Reg. No.: 2020/744628/07

GEOGRAPHIC AREA

Type of Applicant

(Pty) Ltd or Ltd Close Corp Sole Owner Co-Op Partnership Other

Registered Name of Type of Applicant _____

Trading Name _____

Postal Address _____

Delivery Address _____

Co/CC Reg No. _____ Date business commenced _____ Vat No.

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Type of Business _____ Would you accept back orders? _____

Registered Office / Business Address _____

Tel _____ Fax Code _____ No _____

Email Address / Addresses _____

Contact Persons: _____

Account Oept: Mr / Mrs _____ Buying Dept: Mr / Mrs _____

Auditors / Accounting Officer or Bookkeeper's Name _____

Full Names of Owners/Directors/Partners/Members	Identity No / D.O.B.	Residential Address	Owned	Rented	Telephone No.

Has the Company/CC/Partnership or individual issued/signed any Guarantees or other forms of security in favour of other Suppliers - YES / NO

Have the Directors/Partners/Members or individual issued/signed any Guarantees or other forms of security in favour of other Suppliers - YES / NO

If YES, please specify _____

Trade References (four trade references must be given) & contact details (up to email address*) to be completed on page 4

Name	Telephone No.	Address
1. _____		
2. _____		
3. _____		
4. _____		

Bankers _____ Branch _____ Acc. No. _____

Stand No & Township	Address	Estimated Valuation	Amount of Bond	Bond Holder	In Whose Name is the Property Registered
1. _____					
2. _____					
3. _____					

The Amount of my anticipated purchases per month will be: R _____

- AND IN MY PERSONAL CAPACITY:
- HEREBY WARRANT THAT I AM DULY AUTHORISED BY THE BUYER TO MAKE THIS APPLICATION ON ITS BEHALF.
 - WARRANT THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.
 - HEREBY ACKNOWLEDGE I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE CONTRACT AS SET OUT ON REVERSE HEREOF.
 - DO HEREBY ON BEHALF OF THE BUYER, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE CONTRACT SET OUT ON PAGES 2 AND 3 HEREOF.
 - DO HEREBY ACKNOWLEDGE AND AGREE THAT BY MY SIGNATURE HERETO I BIND MYSELF AS SURETY AND CO-PRINCIPAL DEBTOR IN SOLIDUM WITH THE BUYER UNTO AND IN FAVOUR OF THE SUPPLIER FOR THE DUE PAYMENT BY THE BUYER OF ALL

SIGNED AT _____ ON THE _____ DAY OF _____ 20 _____

SIGNATURE _____
FOR THE CUSTOMER AND IN MY PERSONAL CAPACITY AS SURETY AND CO-PRINCIPAL DEBTOR (BUYER) _____

WITNESS _____

PRINT NAME _____

PRINT NAME _____

TERMS & CONDITIONS OF SALE

1. Any order resulting here from shall be subjected to the conditions stated herein unless specifically varied by the Creditor in writing, and these conditions shall at all times take precedence over any terms, conditions, stipulations contained in any of the Customer's documentation as maybe in conflict herewith. Should the Customer in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then notwithstanding anything to the contrary stipulated by the Customer, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the Creditor in writing with specific reference to the Customer's contrary document¹tion.
2. Prices and discounts are those ruling at the date of dispatch of the goods and the Creditor reserves the right to adjust or change any prices and/or discounts at any time and without notice.
3. Unless specifically agreed to the contrary, the Customer acknowledges that credit facilities granted are payable within thirty (30) days from date of statement, which date shall be deemed to be the last banking day of every month.
4. Should any due amount not be paid upon due date, the Customer shall be liable for interest at the maximum interest rate permitted in terms of the Usury Act No. 73 of 1968 (as amended) and gazetted from time to time, from due date to date of payment. Interest shall be calculated and paid monthly in advance provided that if interest is not paid as aforesaid, the interest shall be added to the principal sum and the whole amount shall form the principal debt which shall bear interest as aforesaid.
5. Notwithstanding delivery of any goods sold by the Creditors to the Customer, ownership in those goods sold and delivered shall only pass to the Customer when the purchase price in respect of those goods, inclusive of any interest, which may have accrued thereon, has been paid in full. Risk in and to the goods shall, however, pass to the Customer upon delivery.
6. A signed Delivery Note shall constitute prima facie proof that the goods have been delivered to and received by the Customer in good condition, whether signed by the Customer, an employee, an agent or representative of the Customer.
7. The Customer agrees that the Creditor shall be entitled but not obliged to set off, from any amounts owed by the Creditor to it, any amount which is due and payable by the Customer to the Creditor at any time.
8.
 - (a) The Creditor may carry out a credit check with one or more licensed credit agencies which will retain a record of that search.
 - (b) In the event of this account going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by other lenders in assessing any applications for credit by the Customer and members of the Customers household, and for occasional debt tracing and fraud prevention purposes.
 - (c) The existence of this account may be recorded with a Credit Agency.
 - (c) Details of how the account is conducted by the Customer will be recorded with a Credit Agency and may be shared with other lenders for the purposes of assessing further applications for credit by the Customer and members of the Customer's household, and for occasional debt tracing and fraud prevention purposes.
 - (e) The Creditor may search the files of a Credit Agency, which will keep a record of the search.
 - (f) This information may be used by the Creditor is assessing future credit applications by the Customer and members of his household, and for occasional debt tracing and fraud prevention.
 - (g) Where this account is in arrears, or any outstanding sum is not liquidated in full on due date, the Creditor is hereby irrevocably authorised, without further reference or notice to the Customer, to disclose such arrears or failure to a Credit Bureau.
9. Credit facilities may be withdrawn by the creditor at any time without prior notice, and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.
10. Should the Creditor agree to accept the return of any goods for credit, the Customer shall be liable to pay the Creditor a handling charge of not less than 10% on the invoiced price of the goods so returned.
11. It is a condition of each sale that goods are sold voetstoots and without any warranties whatsoever. In addition to the Customer shall be precluded from raising any complaints or disputing liability to the Creditor in any way unless it shall have notified the Creditor of its complaints or grounds of dispute in writing within 72 hours of receipt of the goods in question. Notwithstanding the timeout raising of a complaint or dispute of liability by the Customer, the Customer shall, under no circumstances, be entitled to withhold payment in respect of the goods from the Creditor pending the resolution of such dispute or complaint. Subject to the foregoing, the Creditor shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing, replacing the goods in question, or refunding the whole or part (as the case may be) of the contract price paid to it by the Customer in respect of such goods.
12. Notwithstanding any other provision to the contrary, the obligation to deliver goods shall in all cases be subject to the following conditions precedent:
 - 12.1 The availability to the Creditor of the goods ordered.
 - 12.2 Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only based on the latest information available to the Creditor. Under no circumstances shall the Customer be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the Creditor arising from late delivery.
 - 12.3 The Creditor shall be exempted from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Customer may suffer as a result of any delay in delivery of the goods ordered.
13. The Customer agrees and acknowledges that in the event of
 - 13.1 the Customer breaching any condition contained in these conditions;
 - 13.2 the Customer failing to pay any amount due and payable on due date;
 - 13.3 the Customer suffering any civil judgement to be taken or entered against it;
 - 13.4 the Customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;
 - 13.5 the Customer dying;
 - 13.6 the Customer's estate being placed under any order of provisional or final sequestration, provisional or final winding up or provisional or final judicial management, as the case may be; then and in the event the Creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Customer without notice to the Customer, and to rely on the provisions of Clause 5, and to re-possess those goods sold and delivered by the Creditor to the Customer, or to claim specific performance of all the Customer's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Creditor's right to claim damages.
14. Should the Customer have any complaint of whatsoever nature concerning any of the goods which are not manufactured by the Creditor, it shall be entitled to require the Creditor to cede to it any rights, which the Creditor may have against the supplier of those goods but shall have no other claim against the Creditor in respect of the matter complained of. The Customer shall not be entitled to withhold payment from the Creditor in respect of such good for any reason whatsoever.

TERMS & CONDITIONS OF SALE

15. Should the Customer have previously made application to the Creditor for credit facilities, which said application would have embodied terms and conditions and should the Customer have furnished any security to the Creditor for the due obligations of the Customer to the Creditor on any previous occasion, the Customer records and acknowledges that the signature by it on this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Creditor. The Customer furthermore records and acknowledges that, in so far as any provision contained herein may be inconsistent with any provisions contained in any document previously executed by it, that provisions of this document shall prevail.
16. In the event of the Creditor instituting legal action against the Customer for any purpose arising out of this agreement, the Customer shall be liable for legal costs on the scale as between attorney and own client including any tracing fees and collection commission.
17. The parties hereby agree and consent, in terms of Section 25 and Section 28 (as amended) of the Magistrate's Court Act, to the jurisdiction of the Magistrate's Court, notwithstanding the fact that the amount in dispute may exceed the normal jurisdiction of the Magistrate's Court. The Creditor shall have the election but not be obliged to institute action in the Magistrate's Court.
18. The Customer nominates as its address for services of all notices or processes arising here from as the address reflected on the face of this credit application form under the heading "Registered Office/Business" and the Surety nominates as his address for service the address reflected on the face hereof alongside his name, for service upon the Customer and the Surety respectively of all notices and processes in connection with any claim for any sum due to the Creditor arising out of credit granted by the Creditor to the Customer or any ceded claim.
19. Save as otherwise specifically provided for herein, the Creditor shall not be liable to the Customer or to any other person for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by the Creditor of any of its obligations under these conditions or out of any other cause whatsoever. The Customer hereby indemnifies the Creditor against any claim, which may be made against the Creditor by the Customer or any other person in respect of any matter for which the liability of the Creditor is excluded in terms of the foregoing.
20. No relaxation or indulgence, which the Creditor may grant to the Customer, shall constitute a waiver of the rights of the Creditor and shall not preclude the Creditor from exercising any rights which may have arisen in the past or which may arise in the future.
21. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
22. No addition to or variation of these terms shall be of any force or effect unless in writing and signed by or on behalf of the Creditor.
23. The invalidity of any part of this Agreement shall not affect the validity of any other part.

CESSION OF CLAIMS

24. The Customer and Surety hereby jointly and severally, irrevocably and in rem suam cede and assign as a pledge unto and in favour of the Creditor, all the right, title and interest in and to all claims of whatsoever nature and description and howsoever arising which the Creditor and/or Surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer and/or Surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession in securitatum debiti and is not an out-and-out cession.
25. Should it transpire that the Customer and/or Surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession then this cession shall operate as a cession of all the Customer and/or Surety's reversionary rights.
26. This Cession shall be and remain in full force and effect as a continuing security, notwithstanding any fluctuation, or temporary extinction of the Customer and/or Surety's indebtedness to the Creditor.
27. For the purpose of giving effect to the foregoing Cession, both the Customer and Surety hereby nominate, constitute and appoint the Creditor to be its Attorney and Agent, in rem saum, with full authority for the Customers and/or Surety and in the Customer and/or Surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Customer and/or Surety's behalf and in the Customer and/or Surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Customer and/or Surety.
28. The Customer and Surety agree that, on the request by the Creditor, they shall be obliged to hand over to the Creditor, all books of account, contracts, invoices, documents and the like, which it may require for the purpose of ascertaining the amounts due to the Customer and/or Surety for the purpose of recovery of payment.
29. The Customer and Surety shall be obliged to furnish the Creditor, with a schedule of all debts due to the Customer and/or Surety by its debtor's monthly and upon demand. Notwithstanding the foregoing, the Creditor or its nominee shall at all times be entitled to inspect all or any of the Customer and Surety's records as the Creditor deems fit. Failure by either party to give effect to the foregoing shall not in any way prejudice the rights of the Creditor hereunder, and the Creditor shall at all times be deemed to have perfected its security in terms hereof.

DEED OF SURETYSHIP

30. The signatory to the application binds himself as Surety and co-principal debtor in solidum with the Customer in favour of the Creditor for due payment of all amounts which may at any time be payable by the Customer to the Creditor from any cause whatsoever and whether acquired by the Creditor by way of Cession or otherwise. The terms and conditions of the Application shall apply, mutates mutandis, to the suretyship.
31. Any admission made by the Customer as to the fact that it is indebted to the Creditor or as to the amount of any such indebtedness to the Creditor shall be binding upon the Surety.
32. The Surety/ies hereby expressly renounce the defence of prescription and the benefits of the legal exceptions of "order", "excussio", "cessio in action", "no value received", "non causa debiti" and all or any exceptions which could or might be pleaded to any claim by the Creditor against me/us or any one of us, with the meaning, force and effect of all which exception I/we declare ourselves to be fully acquainted.
33. The Suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in or temporary extinction of the Customers indebtedness to the Creditor. It may not be withdrawn, revoked or cancelled by me/us without the Creditor's prior written consent. Any consensual cancellation or withdrawal of this suretyship by me/us and the Creditor shall only be valid and effective if reduced to writing and signed by both parties thereto.
34. A certificate under the hand of any director or manager of the Creditor (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness and/or the Surety's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer's indebtedness to the Creditor or the Surety's indebtedness to the Creditor, shall be prima facie proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgement or any other proceedings of whatsoever nature against the Customer and/or Surety in any competent court and shall be valid as a liquid document for such purpose.

Initials Here

TERMS & CONDITIONS OF SALE

CUSTOMER'S NAME								
TRADE REFERENCE	1	2	3	4				
NAME <small>(To be completed by customer)</small>								
PERSON TO CONTACT <small>(To be completed by customer)</small>								
TELEPHONE NUMBER <small>(To be completed by customer)</small>								
FAX NUMBER <small>(To be completed by customer)</small>								
EMAIL ADDRESS <small>(To be completed by customer)</small>								
TERMS TAKEN		days		days		days		days
TERMS GRANTED		days		days		days		days
MONTHLY PURCHASES	R		R		R		R	
AGE OF ACCOUNT (YEARS)								
ACCOUNT SECURED	YES	NO	YES	NO	YES	NO	YES	NO
ASSESSMENT	Good / Bad		Good / Bad		Good / Bad		Good / Bad	
	Satisfactory / Unsatisfactory		Satisfactory / Unsatisfactory		Satisfactory / Unsatisfactory		Satisfactory / Unsatisfactory	

IS ACCOUNT KNOWN TO US: YES / NO

REFERENCES CHECKED BY _____ DATE

Comments on References:

1. _____
2. _____
3. _____
4. _____

<p>BANKERS ASSESSMENT</p> <p>BANKERS _____</p> <p>Amount referred R _____ A MONTH FOR SIX MONTHS</p> <p>Date Requested from Bank _____</p> <p>Code given _____</p>	
<p>CREDIT BUREAU REPORT YES / NO</p>	
<p>SECURITIES HELD (SURETY/ CESSION / BOND/ PLEDGE)</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	

GENERAL ASSESSMENT: _____

Representative Code <input style="width: 30px; height: 15px;" type="text"/>	Price Category <input style="width: 100%; height: 15px;" type="text"/>	
Business Class <input style="width: 20px; height: 15px;" type="text"/>	Automatic Code <input style="width: 15px; height: 15px;" type="text"/>	
Geographic Area <input style="width: 20px; height: 15px;" type="text"/>	Sales Dept advised on <input style="width: 40px; height: 15px;" type="text"/>	
Letter sent to Customer dated <input style="width: 40px; height: 15px;" type="text"/>	Credit Limit Approved <input style="width: 60px; height: 15px;" type="text"/>	
Date Approved <input style="width: 40px; height: 15px;" type="text"/>	Limit Agreed By <input style="width: 60px; height: 15px;" type="text"/>	

Initials Here



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Jupiter Ext, Germiston



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Germiston, 1400



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www.saffertrading.co.za

CREDIT APPLICATION GUIDELINES:

The following will apply to **All NEW CREDIT** Applications, both 30 days and Cash Before Delivery!

New applications will only be processed once all the relevant original documentation has been received, with a Rep's Report signed and approved by the relevant Sales Manager.

REMEMBER:

1. Please use black ink to complete the application form.
2. NO Typex or deletion/ alteration of information on the application form.
3. Complete the main application form in all applicable blocks
4. Remember to initial page 2 and 3 where indicated
5. When completing the cession and surety documents, initial next to every written insertion as well as at the bottom of each page in the bottom right hand corner.
6. When completing the cession and surety documents, always write **full name** and not initials, e.g.: Peter John Smith, not P.J. Smith.
7. Deed of Surety is for Director's details & home address Cession requires company's details & address

The following documents **MUST** be obtained from customers by the relevant Rep:

1. Original Application Form
2. Copy of all the Owner's/ Director's ID Documents
3. Company Cancelled Cheque
4. Company Letterhead
5. Copy of Company Registration Documentation
6. Deed of Surety for **EACH** Director (Completed with their home physical address)
7. Cession and Pledge of the Company (Completed with company physical address)
8. Rep's Report (Completed and Signed!)
9. Discount Matrix (Where Required)

All credit applications will be submitted for insurance once all the above is received and found in order. PLEASE TAKE NOTE THAT A WAITING PERIOD OF 48 WORKING HOURS APPLIES TO ALL APPLICATIONS.

Thank you for your time, understanding and assistance.