

**CLIENT CREDIT APPLICATION**

Date: \_\_\_\_\_

Registered Name of Account: \_\_\_\_\_ "(Client")

Trading Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Bus. Address: \_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Del. Address: \_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Co/CC Registration No.: \_\_\_\_\_ Commence: \_\_\_\_\_

VAT No. (or Sales Tax Registration No. if outside SA): \_\_\_\_\_

E-Mail Address:       Accounts: \_\_\_\_\_

                                  Buyer: \_\_\_\_\_

Telephone number:   Area Code (\_\_\_\_\_) \_\_\_\_\_

Fax number:           Area Code (\_\_\_\_\_) \_\_\_\_\_

Mobile number:       (Buyer) (\_\_\_\_\_) \_\_\_\_\_

Name & home address of sole owner or each partner, member or director

Full names of owners/ members/ partners/ directors	ID number / date of birth	Residential address	Telephone number

Mark with an X whichever is applicable:

Sole Prop.	Partnership	Trust	CC	Pty Ltd	Other
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Please advise what your expected maximum credit limit required:   R\_\_\_\_\_

**SAYPLUMB (Pty) Ltd Reg. No.:** 1987/000749/07 **VAT Reg.:** 4510109590

**Address:** Unit 5 Bernie Street Industrial Park, Bernie Street, Kya Sands

**Postal:** Suite 185, Private Bag X7, Northriding, 2162

**Phone:** +27 (11) 023-9120 **Fax:** +27 (11) 708-6087

**E-Mail:** info@sayplumb.co.za **Internet:** www.sayplumb.co.za

Initial \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Account no.: \_\_\_\_\_

Name of accounting officer/auditors/: \_\_\_\_\_

Annual Turnover: R \_\_\_\_\_

Nett Asset Value: R \_\_\_\_\_

**Trade References**

Trade References	Phone number & address	Monthly purchases	Years / months open

And in my personal capacity:

I hereby warrant that I am duly authorised by the Client to make this application on its behalf and that the above information is true and correct.

I do hereby on behalf of the Client, accept and agree to the terms and conditions of contract set out on the reverse hereof, which terms and conditions I acknowledge having read and understood.

I specifically permit SAYPLUMB to access and use confidential information that is pertaining and relevant to this credit assessment.

I do hereby acknowledge and agree that by my signature hereto I bind myself as surety and co-principal debtor in solidium with the Client unto and in favour of Sayplumb for the payment by the Client of all amounts which may now or at any time hereafter become payable by the Client to Sayplumb in terms of the conditions overleaf.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(for the Client and in my personal capacity as surety and co-principal debtor)

## Standard Terms and Conditions of Sale and Credit

The Client's duly authorized representative has read and understood the application and hereby accepts and agrees to the following terms and conditions. The Representative, on behalf of the Client, specifically acknowledges and records that he / she, by affixing their signature hereto understand the below mentioned terms and conditions and that this agreement was not signed under any duress / undue influence.

1. Definitions
  - 1.1. "Goods" means any goods and/or services provided by Sayplumb, as ordered by The Client
  - 1.2. Sayplumb" means Sayplumb (Pty) Ltd.
  - 1.3. "The Client" means the person, firm, company or otherwise applying for a deferred payment facility in terms of this document, which definitions includes The Client's employees, representatives and / or duly authorised agents.
2. Application & Interpretation
  - 2.1. These terms and conditions apply to any provision of goods by Sayplumb to The Client.
  - 2.2. The relevant terms contained herein shall also, *mutatis mutandis*, apply as between Sayplumb and the signatory hereto in their capacity as surety and co-principal debtor.
3. Formation of Agreement
  - 3.1. All Goods sold by Sayplumb are sold subject to Sayplumb's standard terms and conditions (as detailed herein) which form the whole of The Client's Agreement with Sayplumb. Additional Terms and Conditions on The Client's order form or other similar document shall not be binding on Sayplumb, unless so ratified by Sayplumb in writing and signed by one of its directors.
4. Risk of Loss and Delivery of Goods
  - 4.1. The risk of loss or damage to the Goods shall pass to The Client upon delivery of the Goods by Sayplumb to The Client or their duly authorized representative or agent. Should the Client wish to make use of their own courier or Transport Company to transport the goods purchased by the Client from the premises of Sayplumb to the Client, the Client acknowledges that the risk of loss and/or damage to the goods shall pass to the Client upon delivery of the goods to the courier/transport company.
  - 4.2. The signature of the Client's employee, agent or duly authorized representative on Sayplumb's official delivery note or waybill, or the delivery note of an authorised independent carrier, will constitute sufficient proof of delivery of goods for the purposes of proving performance as far as delivery is concerned in terms hereof on the part of Sayplumb.
  - 4.3. Ownership of goods provided to the Client by Sayplumb shall pass to the Client only when all amounts due to Sayplumb by the Client have been paid. Notwithstanding any other remedies availing themselves to Sayplumb in terms hereof, or by law, Sayplumb shall, at their sole election, be entitled to claim return of any goods supplied in terms hereof in the event that payment is not effected to Sayplumb in the manner expounded upon herein.
  - 4.4. Delivery will only be made to the physical address stated on this application.
5. Delivery of Notices
  - 5.1. The Client and the surety hereby elect the Business Address / Registered Address provided in the Application Form to which these terms and conditions are appended as their *domicilium citandi et executandi* for receipt of all communication (of whatsoever kind), notices (including statutory notices) and legal process.
  - 5.2. All written notices to be served on or given to The Client and/or surety shall be sent or delivered to the *domicilium* address as stipulated above, alternatively to The Client's principal place of business in respect of a juristic person.
  - 5.3. Notices dispatched to the above *domicilium* address via registered mail will be considered as delivered eight days after dispatch via registered mail.
  - 5.4. Notices dispatched to The Client via Electronic Mail or Facsimile shall be deemed to have been received upon the date of sending.
  - 5.5. The Client irrevocably consents to all necessary notices, in terms of legislation or otherwise, being sent to it via Electronic Mail, and elects the e-mail addresses in the Application form to which these terms and conditions are appended as the addresses where it will receive such notices. This consent shall apply to notices to be sent in terms of legislation, including but not limited to the National Credit Act 34 of 2005.
6. Warranty
  - 6.1. Sayplumb warrants that the Goods will be supplied using reasonable care and skill.
  - 6.2. The Client, upon taking delivery of the goods warrants that the Goods were received in good order and without defect;
  - 6.3. The Client shall be precluded from raising any complaints or disputing liability to Sayplumb in any way unless it shall have notified Sayplumb of its complaints or grounds of dispute in writing within seven days of receipt for the goods in question. Subject to the foregoing, Sayplumb shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing or replacing the goods in question, or refund the whole or part (as the case may be) of the contract price paid to it by the Client in respect of such goods.

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- 6.4. Any disputes arising as to the quality or fitness of the Goods supplied by Sayplumb to The Client will be investigated and reasonable care shall be taken to address same, subject to the provisions contained at 6.3.
- 6.5. The Client shall not be entitled to withhold any payments to Sayplumb as a result of a dispute having arisen in between The Client and Sayplumb.
- 6.6. The Client warrants that the information provided herein is both true and correct.
7. Force Majeure
- 7.1. Sayplumb will not be liable to The Client for any loss or damage suffered by The Client as a direct result of Sayplumb, its sub-contractors or the entity from whom the sample or other service or material is derived being unable to perform in terms of the Agreement in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.
8. Governing Law
- 8.1. These Terms and Conditions shall be subject to and construed in accordance with the laws of the Republic of South Africa.
9. Quotations
- 9.1. Quotations will be valid for a period of 14 (Fourteen) days from date of delivery to the client.
10. Orders
- 10.1. Orders will be deemed to have been placed when confirmation of said order has been received from an authorised representative of The Client. All employees of the Client shall be deemed to be authorized representatives unless otherwise agreed to between the parties.
- 10.2. In the event that The Client has elected not to place orders in writing, Sayplumb will confirm the order and pricing thereof in writing which written confirmation shall be deemed as binding between 'the parties.
11. Obligations
- 11.1. The Client undertakes to inform Sayplumb immediately of any change in details, whether it be a change of contact details, address, directors / members / partners etc.
12. Payment Terms
- 12.1. All accounts are rendered on a strict 30 (thirty) day basis;
- 12.2. Any amount owing by The Client to Sayplumb shall become due, owing and payable 30 days from date of statement which date shall be deemed to be the 25<sup>th</sup> day of every month
- 12.3. Delivery for purposes of this section shall be effected by:
- 12.3.1. Sending via Registered Mail to The Client's *domicilium citandi et executandi*;
- 12.3.2. Delivery by hand to The Client's *domicilium citandi et executandi*;
- 12.3.3. Sending via Electronic Mail or Facsimile. The message enclosing the statement or invoice shall be deemed to be received at date and time of sending.
- 12.4. Interest, being *mora* interest, shall be charged on all overdue accounts at the maximum rate permissible by law as published by the minister from time to time.
- 12.5. The parties agree that the credit facilities which may be granted by Sayplumb to the Client may be withdrawn by Sayplumb at any time without prior notice and at Sayplumb's own discretion, and Sayplumb reserves the right to review the extent, nature and duration of such facilities at all times.
13. Suspension, Breach and Termination
- 13.1. Failure to supply Sayplumb with the necessary documentation and/or timeous notification of change of details will result in Sayplumb suspending its services. This includes the suspension of the provision of the goods, until such time as the documents are received and/or the necessary changes are captured by Sayplumb' staff.
- 13.2. Accounts which remain unpaid after seven calendar days of the amount becoming due, owing and payable in terms of paragraph 12.2 *supra* shall be immediately suspended by Sayplumb, and no further goods shall be supplied to The Client until payment has been remitted and proof of payment to the satisfaction of Sayplumb has been supplied.
- 13.3. The Client shall not be entitled to hold Sayplumb liable for any damages which may be suffered by The Client as a result of The Client's account being suspended in terms of 13.2 above.
- 13.4. In the event that The Client remains in default of its obligations to Sayplumb for a period of 5 (five) days after written demand has been delivered to The Client by Sayplumb or its attorneys, Sayplumb shall, notwithstanding any other remedies which may avail themselves to Sayplumb by law, be entitled to cancel this agreement and proceed with a civil claim against The Client in respect of all amounts due, owing and payable to Sayplumb by the Client.
- 13.5. In the event that The Client remains in default after 5 (five) days have elapsed from written demand to rectify the breach, as envisaged in 13.4, all amounts owing to Sayplumb will become immediately due, owing and payable to Sayplumb by The Client.
14. Periodic Requirements
- 14.1. The Client agrees to comply with such reasonable requirements that Sayplumb may from time to time set to enable Sayplumb to render its services effectively and timeously.

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15. General

15.1. The Client agrees that Sayplumb and any of its associate companies may:

15.1.1 verify all information supplied by the Client;

15.1.2 Make enquiries and receive information from any person, credit bureau or financial institution in order to establish the credit worthiness of The Clients;

15.1.3 provide information on the conduct of the Clients' accounts to any credit bureau or credit provider;

15.1.4 list The Client as a default payer with any credit bureau in the event of The Client failing to make payment to Sayplumb on the terms as agreed to herein.

15.1.4.1. Should no dispute be raised by the Client in terms of 6.3 herein and Sayplumb lists the Client as a default payer, the parties agree that the Client shall have no claim against Sayplumb, delictual or otherwise, for any loss or damages which may be suffered by the Client by virtue of being so listed as a default payer.

15.1.4.2. Sayplumb shall not be required to consent to any default listing made against the Client to be removed unless all amounts payable by the Client to Sayplumb, including interest and costs (including collection commission) have been paid to Sayplumb in full.

15.2. This agreement constitutes the whole agreement between the parties as to the subject matter hereof and supersedes all prior arrangements, written or oral. No agreements, representations or warranties between the parties regarding the subject matter hereof, other than those set out herein are binding on the parties, unless reduced to writing and signed by an authorised representative of both parties.

15.3. No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement, or its breach, or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

15.4. No latitude, extension of time or other indulgence which may be given or allowed by either party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either party arising from this agreement, and no single or partial exercise of any right by either party under this agreement, shall in any circumstances be construed to be implied consent or election by such party, or operate as a waiver, or a novation of, or otherwise effect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15.5. A certificate signed by a Director or Manager of Sayplumb, whose appointment shall not have to be proven, will be deemed to be prima facie proof of any amounts owing to Sayplumb and will be sufficient evidence of such amount owing to obtain judgment before a competent court and shall be valid as a liquid document for such purposes;

15.6. The Client consents to the jurisdiction of the Magistrate's Court for the adjudication of any disputes arising out of the Goods provided to The Client by Sayplumb, or any other dispute howsoever arising in terms of this agreement. Such consent does not preclude Sayplumb to, within its sole discretion, commence legal proceedings in any other forum it may deem fit;

15.7. The signatory hereto, as described above, binds himself/herself as surety and co-principal debtor to The Client;

15.8. The Surety binds and obliges himself/herself as Surety and Co-Principal Debtor in solidum for the repayment on demand of all or any sum or sums of money which The Client may now or from time to time hereafter owe or be indebted to Sayplumb, its successors or assigns, whether such indebtedness be incurred by The Client in its own name or in the name of any firm under which The Client may be trading and whether solely or jointly with another or others or in partnership or otherwise and whether such indebtedness arises for goods already provided or hereafter to be provided or from whatsoever cause arising whether in contract or delict or any other cause whatsoever and whether The Client may have in the past owed or may presently or in the future owe to Sayplumb or to their successors in title or assigns. In this regard the person so signing, hereby expressly renounces the benefits of exclusion and division and of the legal exceptions non-numerate precunine and non causa debiti, the meaning of which they acknowledge to understand. The release of any surety Sayplumb may hold for the same debt in no way affects the surety's liability hereunder.

15.9. The Client will be liable for any legal costs (whether litigious or otherwise) pursuant to Sayplumb enforcing any terms of these Terms and Conditions on a scale as between Attorney and Own Client

15.10. Should Sayplumb agree to accept the return of any goods for credit, the Client shall be liable to pay Sayplumb a handling charge of not less than 10 percent on the invoiced price of goods so returned.

15.11. Any provision in this agreement which is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. Such prohibition or unenforceability will be treated pro non scripto and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or effecting the validity or enforceability of such provision in any other jurisdiction.

16. Credit returns policy

16.1. The Client must inform Sayplumb within 24 hours if there is any visible "tampering" of the packaging.

16.2. Sayplumb will not accept any goods returns if more than 3 months have passed since date of invoice

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- 16.3. Sayplumb has the right to charge the Client a minimum of a 10% handling charge should the Client return goods that were correctly ordered and supplied.
- 16.4. Goods cannot be returned to Sayplumb without the authorisation of Sayplumb's duly authorized representative
- 16.5. The Client must supply an invoice number for the products being returned

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

For Client

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

For Client

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness 1

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness 2

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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