



SASCO METROLOGY SERVICES (PTY) LTD CUSTOMER RECORD AND CREDIT APPLICATION FORM

PLEASE PRINT IN BLOCK LETTERS

Between

Sasco Metrology Services (Pty) Ltd
Reg. No. 2012/000820/07 VAT NO. 4860262403

(Hereinafter referred to as the 'Supplier' or 'Creditor')

and

NAME OF COMPANY / CORPORATION / VENDOR / PROPRIETOR/S

Trading as

(Hereinafter referred to as the 'Applicant/ Purchaser or 'Debtor')

Return to fax number or email:

086 652 2976 / tania.vdwatt@sascoafrica.com

And post original to:

P.O.Box 1252 Benoni 1500

And where feasible call:

011 746 6084

For collection

- 1. Full registered Name of Business : _____
- 2. Business Registration Number : _____
(Copy of certificate or letterhead to be attached)
- 3. VAT Registration Number : _____
(Copy of certificate to be attached)
- 4. Trade Name/s of business : _____
- 5. Nature of business : _____
- 6. Date business established : _____
- 7. Type of business : Sole Proprietor Partnership (Pty) LTD CC
Other, Please Specify : _____
- 8. Street address of business : _____
- 9. Postal address (for invoicing) : _____
- 10. Physical address (for delivery) : _____

i) Telephone No : _____
ii) Fax No : _____
iii) Accounts contact name : _____
iv) Email address : _____

11. Banking Details: i) Bank : _____ ii) Branch : _____
iii) Branch No : _____ iv) Tel No : _____
v) Account No : _____

12. Auditors Details: i) Name : _____
ii) Address : _____
iii) Telephone No : _____

13. Are your premises Owned Rented
i. Name of Landlord : _____
ii. Address : _____
iii. Telephone No : _____

14. Personal Details of Owner/s, Director/s, Partners or Member/s etc.

i) Full Name : _____
Identity Number : _____
Residential Address : _____
Capacity (e.g.director/member) _____

Telephone Number : _____
ii) Full Name : _____
Identity Number : _____
Residential Address : _____
Capacity _____

Telephone Number : _____
iii) Full Name : _____
Identity Number : _____
Residential Address : _____
Capacity _____
Telephone Number : _____

11. Name of Holding Company: _____

12. Credit required (monthly) : _____

Authorised Contact Handling : _____

13. Account contact person : _____ Designation : _____ Tel: _____

14. Orders : _____ Designation : _____ Tel: _____

15. Financial Manager : _____ Tel : _____

16. Attorney : _____ Tel : _____

17. Other : _____ Designation : _____ Tel: _____

18. Credit/Trade references (Please supply at least three)

	NAME	TEL NO.	ADDRESS:
i)	_____	: _____	: _____
ii)	_____	: _____	: _____
iii)	_____	: _____	: _____

TOTAL CREDIT FACILITY REQUIRED: R _____

THE TERMS AND CONDITIONS OF SUPPLY IN TERMS OF THIS CREDIT AGREEMENT ARE AGREED TO AND UNDERSTOOD BY THE APPLICANT AND ARE AS FOLLOWS:

1. Terms of payment shall be strictly 30 (thirty) days from date of statement.
2. Ownership in all goods supplied by the Supplier to the Applicant shall remain vested in the Supplier until payment thereof is made in full.
3. The Applicant agrees that interest will be charged on all overdue accounts at 10.5% per annum being the maximum rate permissible in terms of the Prescribed Rate of Interest Act.
4. The Applicant hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the Magistrate's Court Act should any claim arising out of the supply of goods in terms of this contract be beyond the jurisdiction of the Magistrate's Court because of the amount of the claim. Notwithstanding the foregoing, the supplier shall have the right to take legal action against the Applicant in any other court of competent jurisdiction.
5. The Applicant nominates its street address aforesaid as its domicilium citandi et executandi for service of all notices and service of all legal process in connection with any claim due to the Supplier arising out of credit granted to the Applicant.
6. The Supplier may withdraw credit facilities at any time without prior notice and the extent and nature of such facility shall at all times be at the Supplier's sole discretion.
7. Should the Supplier at any stage have to place the Applicant in mora for amounts outstanding and overdue, then the whole account of the Applicant to the Supplier will become immediately due and payable on demand.
8. Should the Supplier have to engage the services of an attorney to collect any amount/s due by the Applicant, then the Applicant shall be liable to pay all the Supplier's costs of such legal action including costs on the scale as between attorney and own client and collection commission at the then prevailing tariff rate. If the creditor is obliged to employ a debt collection agent due to the applicant having defaulted in payment, then the applicant will be liable for such debt collectors' commission which is charged to the company at the rate of 18% on any payment received as a result of any steps taken against the applicant by such debt collection agency.
9. The supplier may hold and process by computer or otherwise any information obtained by me (individual) or us (business entity) as a result of this application and/or agreement. The supplier may conduct a credit enquiry about me/us with a credit information bureau, persons acting as their agents and/or other credit grantors. The supplier may transmit details of how I/we have performed in meeting my/our obligations in terms of this application/agreement concluded between the supplier and myself/us and share such information with other credit grantors for the purposes of making any credit risk management related decisions.
10. If I/we fail to meet my/our obligations as defined in this application/agreement the supplier may record my/our non-performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.
11. Orders are subject to confirmation by the Supplier and pending such confirmation, shall be binding on the Purchaser.
12. Agreed dates for delivery will be adhered to by the Supplier, but will be subject to weather conditions and availability of materials.
13. Discrepancies with regard to delivery by the Supplier will be communicated to the Purchaser in writing. The Supplier will not, as a result, be held liable to the Purchaser for such discrepancies.
14. The Supplier will not be liable for Acts of God or storm damage to goods, services or installations supplied to Purchaser.
15. The Supplier shall not in any way be held liable, nor payment be withheld from the Supplier, for any work carried out on behalf of the Purchaser, for which permission is required from Landlords, Local Authorities or any other entity on any particular job. In any such event, the Applicant/Purchaser, will immediately become liable for payment in full on the order, irrespective of whether the job is completed or not. Additional costs incurred for removal of work/installation and possible reinstallation will be for the Applicant.
16. Measurements taken on behalf of the Purchaser/ Applicant will be done at the Purchaser's own risk and the Supplier will not be held liable for discrepancies.
17. Credit limits granted by the Supplier, may not be exceeded without prior written consent. The Creditor reserves the right to change the credit limit at any time. Any amount over the approved credit limit will be supplied on a strictly C.O.D. basis.
18. Work will only be carried in terms of the quote and/or order. Deviation from such must be arranged and agreed to in writing, and subject to terms and conditions contained herein.
19. The Supplier/Creditor reserves the right to withdraw credit facilities enjoyed by the Purchaser at any given time if:
 - a. -The account is not conducted in a satisfactory manner.

These terms and conditions may not be varied or altered unless such variation or alteration is reduced to writing and signed by all the parties hereto.

I/We verify that all the information contained in this document is correct and true, and that I/We are authorized to apply for these credit facilities.

Member or Director or Authorised Person for and on behalf of the Applicant

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____

Full Name : _____ Designation : _____

Signature : _____ Date : _____

AS WITNESS _____ PRINT NAME _____

Please provide the following documentation with the completed credit application

- A resolution letter if credit application is not signed by a director
- Certificate of Incorporation
- Company Registration documents
- Vat certificate
- Cancelled cheque / Stamped Bank letter (not older than three months)
- BBEE Certificate
- Directors / shareholders ID copies
- Letter of good standing
- Tax clearance certificate

DEED OF SURETYSHIP

Made and entered into by and between:

Sasco Metrology Services (Pty) Ltd

Registration number 2012/000820/07
(Herein referred to as "the Creditor")
AND

_____ (PRINT FULL NAME)

(Herein referred to as "The Surety")

WHEREAS the Creditor entered into a credit agreement of sale/supply/purchase with:

_____ (PRINT NAME)

(Hereinafter referred to as the "Debtor")

AND WHEREAS THE CREDITOR REQUIRES A SURETYSHIP FOR ANY DEBT ARISING FROM THE SALE/SUPPLY/PURCHASE CREDIT AGREEMENT BETWEEN THE DEBTOR AND THE CREDITOR:

NOW THEREFORE IT IS AGREED AS FOLLOW:

- 1.1 I _____ (FULL NAME) ID Number _____ the undersigned, do hereby bind myself to _____ (*insert your company name*) and its successors – in – title ("the Creditor") as surety for and co-principal debtor with the Debtor and its successors in title for the due and punctual performance and payment by the Debtor of all debts and the obligations of whatsoever nature and howsoever arising which the Debtor in its own name or trade name may now or in the future owe to the creditor, whether such indebtedness occurs during my lifetime or after my death, including the payment of any damages suffered by the creditor as a result of the failure of the Debtor to fulfill its obligations timeously or at all to the Creditor and further including any claims for loss or damages suffered by the Creditor as a result of the failure of the Debtor to fulfill its obligations timeously or at all to the Creditor and further including any claims for loss or damages arising from the cancellation or abandonment of any contracts by the trustee, liquidator, judicial manager or receiver in a scheme of arrangement or compromise of the Debtor.
- 1.2 My Liability as Surety in terms of this surety ship shall be unlimited. Should the the principal debtor for whom I am signing this suretyship at any time hereafter be placed under business rescue in terms of the Company's Act, then I shall immediately become liable to the Creditor for payment of the full amount then owing by the principal debtor to the Creditor in terms of this suretyship and the Creditor may then immediately enforce this suretyship for such amount.
- 1.3 The rights of the Creditor under this surety ship shall not be affected or diminished if the Creditor at any time obtains additional surety ships, guarantees securities or indemnities in connection with the Debtor's obligations. My liability shall be bound by all admissions or acknowledgments or indebtedness made or given by the Debtor to the Creditor from time to time. I agree and declare that it shall always be in the Creditors sole and absolute discretion to determine the extent, nature and duration of the facilities and terms to be allowed to the Debtor.
- 1.4 The Creditor shall be entitled, whether before or after the due date for payment or performance of the Debtor's obligations without reference or notification to me, the Surety , without affecting it rights hereunder and without releasing me hereunder, to release other sureties and securities: to grant the Debtor extensions of time for payment and other indulgencies, to compound or to make any other arrangements with the Debtor for the discharge of the Debtor obligations: to accept any dividend in a liquidation or judicial arrangement on account and in reduction of the Debtor's obligations: to alter or vary any present or future agreement between the Debtor and the Creditor.
- 1.5 The surety ship agreement is a continuing surety ship and shall remain in full force and effect notwithstanding the fluctuation in or temporary extinction of the Debtor's indebtedness to the Creditor. This surety ship agreement may only be withdrawn revoked or cancelled in writing by the Creditor.
- 1.6 As Collateral security for my obligations on terms hereof, do I hereby cede, assign and make over to the Creditor all claims of whatsoever nature that I now have or in the future may have against the Debtor and the Surety undertakes not to make any claim against the Debtor or prove or seek to prove a claim against the Debtor or its insolvent estate until all the Debtors' obligations to the Creditor have been discharged in full.
- 1.7 I hereby expressly renounce the defence of prescription and the benefits of the legal exceptions or "order" "excussion", division, cession of action, no value received and all or any exceptions which could or might be pleaded to any claim by the Debtor against me and hereby declare myself fully acquainted with the meaning and effect of all above mentioned exceptions.
- 1.8 I shall be responsible for all charges and expenses of whatsoever nature incurred by the creditor in securing the implementation of the Debtor's obligations or of the rights of the Creditor in terms hereof , including without limitation by virtue of the foregoing all legal costs incurred on the attorney and own client scale and collection commission. I further bind myself as Surety for and co-principal debtor with the Debtor to any party to whom the Creditor may cede and or assign any or all of its rights in the respect of the Debtors obligations or any part thereof and declares that the terms and conditions set out herein shall in such events apply. I hereby agree that this surety ship shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa.

1.9 I hereby consent to the jurisdiction of the Magistrates Court which consent does not exclude any other court which might have jurisdiction as a matter of course

1.10 The amount due and payable to the Creditor by me will be determined by a certificate of balance issued by any manager of the Creditor whose appointment it shall not be necessary to prove. The amount reflected in the certificate of balance shall be prima facie proof of the amount due to the Company and would be sufficient to obtain judgment against me in any court of law.

1.11 Any indulgence, which the Creditor may grant to the Debtor, shall in no way whatsoever prejudice any of the Creditor's rights nor shall it be construed as a waiver or novation by the Creditor of its rights.

1.12 I hereby consent in terms of section 45 of Act 32 of 1944 (as amended) to the Creditor taking any legal proceedings for enforcing any of its rights under this suretyship in the Magistrate's Court of any district having jurisdiction by virtue of section 28(1) of the aforesaid Act.

1.13 In the event of the Creditor having to enforce its rights against me in terms hereof, I agree to pay all attorney and own client costs including collection commission thereby incurred.

1.14 I hereby choose Domicilium citandi et executandi
Street Address (Print)

15. Should the debtor be placed under business rescue in terms of the Company's Act then the surety/sureties shall immediately then be liable for payment of the amount then owing by the debtor to the Creditor, who may then enforce this suretyship for such amount.

The applicant and I warrant that the information submitted above is true and correct in all respects and that the further terms and conditions of sale with the creditor are those reflected hereof which further terms and conditions the applicant and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____ IN THE PRESENCE OF THE WITNESS BELOW:

PRINT NAME

SIGNED AS SURETY NUMBER 1

PRINT NAME

SIGNED AS SURETY NUMBER 2

AS WITNESS:

PRINT NAME

SIGNED