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All Information Private and Confidential

FOR OFFICE USE ONLY

ACCOUNT No:
DATE ACC. OPENED

APPLICATION FOR CREDIT FACILITIES

PARTNERSHIP OR PRIVATE COMPANY

FULL REGISTERED NAME OF COMPANY

COMPANY REGISTRATION NUMBER

TRADING NAME/PARTNERSHIP NAME:

NAME OF HOLDING CO. IF ANY

VAT REGISTRATION NUMBER

PLEASE ATTACH A COPY OF YOUR VAT REGISTRATION

INCOME TAX NO.....

FULL NAMES (A), ID NUMBERS (B), AND FULL RESIDENTIAL ADDRESS OF DIRECTORS

A).....

B).....

C).....

PREPARED TO GIVE LATEST AUDITED BALANCE SHEET: YES NO

PREPARED TO GIVE LATEST MANAGEMENT SHEET: YES NO

NAME OF AUDITORS:..... TEL.NO:.....

TYPE OR NATURE OF BUSINESS.....

NAME OF PERSON/S IN CHARGE OF BUSINESS.....

DATE BUSINESS STARTED

BUSINESS TEL NO.....

FAX NO

E-MAIL

Business Addresses

POSTAL

PHYSICAL

BUYER NAME TEL.NO.....

FINANCIAL EXECUTIVE

Trade References

NAME	ADDRESS	TEL.NO	CONTACT PERSON

Bankers Details

BUSINESS ACC. NAME.....

BANK..... ACCOUNT NO:..... BRANCH

IS THE PROPERTY WHERE THE BUSINESS IS CARRIED ON THE PROPERTY OF THE COMPANY/
DIRECTOR/PARTNERS/MEMBERS? YES NO

FACILITY REQUIRED (INDICATE PREFERENCE) ESTIMATED MONTHLY PURCHASES:

LIMITED REQUESTED: R.....

LIMIT APPROVED: R (OFFICE USE ONLY)

TERMS: 30 DAYS

DEFERRED TRADE DISCOUNT: 30 DAYS LESS 2 ½%

SIGNED AT THIS DAY OF 2018

SIGNATURE.....

.....
ORIGINATOR IN AUGUSTA STEEL (PTY) LTD

PLEASE INCLUDE – COPY OF DIRECTORS I.D.

- COPY OF COMPANY REGISTRATION

- COPY OF VAT CERTIFICATE

CONDITIONS OF SALE ENTERED INTO BY AND BETWEEN:-

AUGUSTA STEEL (PTY) LTD

(THE SUPPLIER)

.....
(THE APPLICANT)

1. IT IS WARRANTED THAT THE INFORMATION FURNISHED ABOVE IS TRUE AND CORRECT IN EVERY RESPECT.
2. I/WE UNDERTAKE TO NOTIFY AUGUSTA STEEL (PTY) LTD (THE SUPPLIER) FORTHWITH IN WRITING OF ANY CHANGE OF ADDRESS.
3. THE PURCHASE PRICE OF EVERY PURCHASE MADE BY ME/US SHALL BE PAYABLE DAYS FROM DATE OF STATEMENT, SUBJECT HOWEVER TO THE CONDITION THAT CREDIT TERM SHALL AT ALL TIMES BE AT THE SOLE DISCRETION OF THE SUPPLIER AND MAY BE ALTERED OR ABOLISHED AT ANY TIME WITHOUT PRIOR NOTICE TO ME/US.
4. IF PAYMENT OF ANY PARTICULAR PURCHASES MADE IS OVERDUE, THE PURCHASE MADE FROM THE SUPPLIER SHALL IMMEDIATELY BECOME DUE AND IS PAYABLE DESPITE THE PROVISION OF THE PRECEDING PARAGRAPH.
5. I/WE WILL BE LIABLE TO PAY INTEREST TO THE SUPPLIER AT THE MAXIMUM RATE APPLICABLE IN LAW ON ALL OVERDUE PAYMENTS.
6. IF I/WE SHOULD FAIL TO OBJECT TO ANY TIME APPEARING ON THE SUPPLIER'S STATEMENT OF ACCOUNT WITHIN FOURTEEN DAYS OF THE DATE OF DISPATCH OF THE STATEMENT, THE ACCOUNT SHALL BE DEEMED TO BE IN ORDER AND I/WE SHALL BE DEEMED TO HAVE RECEIVED DELIVERY OF EACH AND EVERY ITEM APPEARING ON SUCH STATEMENT.
7. SHOULD I/WE BE IN DEFAULT IN ANY RESPECTS, WHATSOEVER THE SUPPLIER SHALL BE ENTITLED IN ITS SOLE DISCRETION TO INSTITUTE ACTION AGAINST ME/US IN ANY COMPETENT COURT OF LAW AND I/WE CONSENT TO THE JURISDICTION OF THE MAGISTRATES COURT IN TERMS OF SECTION 45 OF ACT 32 OF 1944 AS AMENDED.
8. NOTWITHSTANDING THE A FOREGOING, THE SUPPLIER SHALL NOT BE OBLIGED TO INSTITUTE AGAINST ME/US IN THE MAGISTRATE'S COURT AND I/WE HEREBY SUBMIT TO THE JURISDICTION OF THE SUPREME COURT OF SOUTH AFRICA, WITWATERSRAND LOCAL DIVISION, IN RESPECT OF ANY ACTION INSTITUTED AGAINST ME/US BY THE SUPPLIER.
9. IN THE EVENT OF ACTION BEING INSTITUTED AGAINST ME/US BY THE SUPPLIER, I/WE AGREE TO PAY COSTS ON THE ATTORNEY AND OWN CLIENT SCALE INCLUDING COLLECTION COMMISSION PAYABLE IN TERMS OF LAW.
10. IN THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES, THE WORDS IMPORTING THE SINGULAR SHALL INCLUDE THE PLURAL AND VICE VERSA.
11. I/WE AGREE TO NOTIFY THE SUPPLIER IN WRITING WITHIN SEVEN (7) DAYS OF ANY CHANGE IN OWNERSHIP OF OUR BUSINESS OR SHOULD WE BE COMPANY, ANY SHARE TRANSACTION WHERE THE MAJORITY SHAREHOLDING IS AFFECTED.
12. UNTIL SUCH TIMES AS I/WE HAVE PAID THE PURCHASE PRICE IN FULL IN RESPECT OF ANY GOODS, OWNERSHIP IN AND TO ALL SUCH GOODS SHALL REMAIN VESTED IN THE SUPPLIER. THE SUPPLIER SHALL, IN ITS SOLE DISCRETION, BE ENTITLED TO TAKE POSSESSION OF ANY SUCH GOODS WHICH HAVE NOT BEEN PAID FOR AND IN RESPECT OF WHICH PAYMENT IS OVERDUE IN TERMS OF CLAUSE 3 ABOVE IN WHICH EVENT I/WE SHALL BE ENTITLED TO A CREDIT IN RESPECT OF THE GOODS SO RETURNED BEING THE PRICE AT WHICH THE GOODS WERE SOLD OR THE VALUE THEREOF AS DETERMINED BY A SWORN VALUATOR OF THE SUPPLIER'S CHOICE, AT THE SUPPLIER'S DISCRETION.
13. SHOULD GOODS NOT BE PAID FOR IN FULL THEN SUBJECT TO CLAUSE 12 WE HEREBY AGREE TO THE SELLER BRINGING LEGAL ACTION AGAINST OUR COMPANY TO RECOVER ALL UNPAID MONIES.
14. WE HEREBY AUTHORIZE THE SUPPLIER TO CARRY OUT TRADE REFERENCE CHECKS AS SUPPLIED BY THE APPLICANT.
15. SHOULD WE FAIL TO MEET THE CONDITION OF SALE AND DEFAULT IN ANY OTHER REGARD IN RESPECT TO THIS APPLICATION, WE HEREBY AUTHORIZE THE SUPPLIER TO HAND US OVER TO TRACING AGENTS.
16. WE HEREBY AGREE THAT, SHOULD MONIES AS PER THE CONDITIONS OF SALE NOT BE RECEIVED BY THE SUPPLIER AFTER ALL AVENUES HAVE BEEN FOLLOWED TO RECOVER THE SAID MONIES, THE SUPPLIER HAS THE RIGHT TO REPORT US TO SARS IN TERMS OF THE NATIONAL CREDIT ACT.
17. THE SUPPLIER HEREBY AGREES TO SUPPLY THE APPLICANT WITH ALL THE REASONS SHOULD THIS APPLICATION FOR CREDIT BE REJECTED BY THE SUPPLIER.
18. WE HEREBY AUTHORIZE THE SUPPLIER TO CARRY OUT CREDIT BUREAU CHECKS TO VERIFY DEFAULTS INCLUDED IN THEIR APPLICATION.

SIGNED AT THIS DAY OF 2018

FOR AND ON BEHALF OF

Who warrants being duly authorized and acknowledges having read the above conditions.