



# A.P.V.F

AFRICAN PIPES  
VALVES & FITTINGS

AFRICAN PIPES VALVES & FITTINGS PTY LTD

Co. Reg. No. 2002/010294/07

Vat Reg. No. 4170202677

## **APPLICATION FOR CREDIT ACCOUNT FACILITY BY SOLE TRADER**

**AND**

## **GENERAL TERMS AND CONDITIONS OF SALE**

*CONFIDENTIAL*

NAME:
ACCOUNT NO:

**Section A**

To be completed by Applicant who must place his/her initials at the foot of each page.

All applicants are required to provide copies of the following supporting documents with this application:

- Identity Document of person completing this application
- Trading licence (if applicable)
- VAT registration certificate

1. Full name of Applicant:  
.....
2. Trading Name of Applicant:.....
3. VAT Number of Applicant:.....
4. Business address of Applicant:.....  
.....  
.....
5. Telephone numbers of Applicant:.....  
.....
6. Fax number of Applicant:.....
7. Email address of authorized representative of  
Applicant:.....
8. Mobile number of Applicant and all authorized representatives  
.....
9. Address to which correspondence/statements should be  
mailed:.....
10. Bankers Details:
  - Name of Banker.....
  - Account Number.....
  - Branch Code.....
  - Name in which the account is held.....
  - Type of account.....

- Date account was opened.....
- If applicable -Full details of previous  
 Banker/s .....

11. Trade References:

Name and address of Company	Name of Referral Person	Telephone Number
1.		
2.		
3.		
4.		

12. Person Responsible for payment of accounts .....
- Telephone Number (include dial in code):.....

**Section B**

1. Please mark with X in the appropriate block:

MARRIED	
SINGLE	

2. If you are married, please mark with X in the appropriate block:

IN COMMUNITY OF PROPERTY	
ANTENUPTUAL CONTRACT WITH ACCRUAL SYSTEM	
ANTENUPTUAL CONTRACT WITHOUT ACCRUAL SYSTEM	

3. Full name of spouse: .....
4. ID No. of spouse:.....
5. Are you now or have you been in any other employment or  
 business?.....
6. Names, addresses and telephone numbers (include area codes) of  
 previous/other employer/business:.....
- .....
- .....

.....  
.....  
.....

**Section C**

- 1. Anticipated monthly purchases: R.....
- 2. Amount of credit required: R.....

**Section D**

**Warranties:**

I warrant and certify that:

- 1 I am duly authorized to sign this application for credit and agree to African Pipes Valves & Fittings (PTY) LTD **“GENERAL TERMS AND CONDITIONS OF SALE”** which are included in this application;
- 2 The information provided and completed in this application is true and correct in every respect;
- 3 I have read and understood the **“GENERAL TERMS AND CONDITIONS OF SALE”** included to this application for credit and agree to be bound to each and every one of the terms therein stipulated;
- 4 I hereby authorise African Pipes Valves & Fittings to verify all information supplied and to check my creditworthiness;
- 5 I undertake to pay my account according to the terms granted to me by African Pipes Valves & Fittings;

Signed at ..... on this ..... day of ..... 20.....

Signature .....

Name (print).....

**Place business stamp and initial at the foot of each page**

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Definitions

- 1.1 The Company" means African Pipes Valves & Fittings (Pty) Ltd, registration number 2002/010294/07 ("APVF")
- 1.2 "Contract" means any contract or agreement arising out of the acceptance of any offer whether that contract arises out of:
  - 1.2.1 an offer made by the Company and accepted by the Purchaser; or
  - 1.2.2 an offer made by the Purchaser and accepted by the Company;
- 1.3 "Products" means the subject matter of the Contract;
- 1.4 "Purchaser" means the party who has placed an order with the Company or any person with whom the Company contracts as a result of any offer to purchase Products from the Company, and includes the Purchaser's representatives, successors and permitted assignees.

### 2. General

- 2.1 These terms and conditions shall apply to any contract in terms of which the Company agrees to sell any Products, irrespective of the circumstances under which the Contract arose and to the exclusion of any terms and conditions which the Purchaser may seek to make applicable, and no alteration or variation of these terms and conditions shall be of any force or effect unless and until recorded in writing and signed by the Company and the Purchaser.
- 2.2 The acceptance of all orders is subject to availability of Products.

### 3. Acceptance of Contract

A contract shall come into existence when the Company accepts any order for Products placed by the Purchaser or when a Purchaser accepts any offer to sell Products made by the Company by conveying such acceptance, in which event these General Terms and Conditions of Sale shall apply.

### 4. Price variation, Purchase price, Payment and Interest

- 4.1 Unless otherwise stated in writing, prices, charges and discounts allowed will be those ruling at the time of dispatch of the goods. The SELLER reserves the right at any time to raise the price quoted without notice in the event of any alteration taking place between the date of quotation and the date of delivery of goods in respect of costs of materials, labour, energy, carriage, currency exchange parities, customs duty, taxes or any other costs having a bearing on the price.
- 4.2 All prices are strictly nett and not subject to any discounts unless otherwise agreed to in writing by the Company.
- 4.3 The purchase price does not include Value Added Tax, which shall be paid by the Purchaser in addition to the purchase price.
- 4.4 The purchase price does not include the cost of delivery of the Products to the Purchaser, which shall be for the Purchaser's account, unless otherwise agreed to in writing between the parties.
- 4.5 Unless otherwise agreed to in writing by the Company, the purchase price of the Products shall be paid in full, not later than the last day of the month following the date of the invoice.
- 4.6 Should the Purchaser fail to make payment that is due and owing within the aforesaid period then all amounts outstanding by the Purchaser to the Company from whatsoever cause, whether or not the date of payment has arrived, will immediately become due and payable by the Purchaser.
- 4.7 Any amount not paid on due date shall bear interest at a rate of 2% (two percent) per month from the due date to the date of final payment.
- 4.8 Set off shall operate automatically as a matter of law at the moment reciprocal debts between the Company and the Purchaser come into existence and independently of the will of the parties and it shall not be necessary for either of the Company or the Purchaser to specifically raise set off. Upon the operation of an automatic set off aforementioned, the debt shall be mutually extinguished to the extent of the lesser debt with retrospective effect.

### 5. Retention of ownership

- 5.1 Ownership of the Products sold in terms of the Contract shall remain with the Company and shall not pass to the Purchaser until the purchase price is paid in full. Until such payment has been made the aforementioned Products shall not in any way be hypothecated or pledged. Where the Products are stored at leased premises the Purchaser hereby undertakes promptly to inform the lessor thereof that the Company has retained the right of ownership over all Products that are the subject matter of this Contract. Furthermore, the Purchaser shall on request provide the Company with full information of its Landlord, including all contact details.
- 5.2 Nothing in these conditions shall confer any right upon the Purchaser to

return the Products or to refuse, or delay, payment therefore and the remedies conferred on the Company are in addition to and shall not in anyway restrict or prejudice any rights and remedies of the Company under the Contract.

### 6. Delivery

- 6.1.1 Delivery to the Purchaser shall be from the Company's premises unless otherwise agreed in writing.
- 6.1.2 When the Purchaser collects goods from the Company's premises using its own or its agent's transport then such collection shall be entirely at the Purchaser's risk and the Purchaser shall be liable for all damage of whatsoever nature caused as a result of or during such collection. The Purchaser shall be liable for loading the Products onto its transport provided that the Company may, if so requested, assist the Purchaser with such loading, but only at the sole risk of the Purchaser.
- 6.1.3 In the event that the Company agrees to effect delivery by its own vehicles to the Purchaser at its place of business, then offloading shall be effected by the Purchaser's own employees at the sole risk of the Purchaser, who shall be responsible for all damages of whatever nature caused by or as a result of such offloading. The Company's employees may, if so requested, assist with such offloading, but only at the sole risk of the Purchaser.
- 6.1.3 If Products are sent by rail, courier services or third party delivery services, the Company shall be entitled to recover the costs thereof from the Purchaser, including all costs of insurance as may be requested by the Purchaser. For the avoidance of doubt, failure to insure the Products by the Company shall not give rise to any claim by the Purchaser or anyone else against the Company.
- 6.2 While the Company will use its best endeavours to comply with any delivery date, it will not be responsible for any loss or damage whatsoever caused by late delivery.
- 6.3 If the Company effects delivery in instalments, late delivery of one instalment shall not entitle the Purchaser to reject any other instalment under the same Contract.
- 6.4 If the Purchaser fails to take delivery at the time required by the Contract, the Company shall be entitled without prejudice to any other rights it may have to treat the Contract as at an end and to resell the Products or to invoice the Products to the Purchaser in which event payment in full shall become due in accordance with the provisions of clause 4. In either case the Company shall be entitled to charge the Purchaser for the handling and storage of the Products from the date of invoice to the date of eventual delivery.

### 7. Risk

The risk in the Products to be sold by the Company shall pass to the Purchaser when the Products are delivered to the Purchaser, or received by the Purchaser. Any carrier company appointed to deliver Products to the Purchaser shall be deemed to be the agent of the Purchaser and the risk in the Products shall pass upon delivery to such carrier.

### 8. Limitation of liability and returns

- 8.1 The Company will take all reasonable care to ensure that the goods sold are of good quality and workmanship but the Company does not guarantee the suitability of such goods for any particular purpose and the Purchaser must satisfy him/itself as to the suitability of the goods for the purpose of which he/they requires them.
- 8.2 The Company must be notified in writing of short deliveries of, or any damaged Products received (whether wholly or in part) within 48 (forty eight) hours of receipt thereof by the Purchaser. Failing such written notice, the goods will be deemed to have been delivered complete and in good order and the Purchaser will be deemed to have accepted them in performance of the Contract.
- 8.3 Where it is established to the satisfaction of the Company that the Products delivered by the Company contain at the time of receipt some defect in quality (not being a defect caused by some act of neglect of the Purchaser or a third party) the Company may within 14 days of delivery to the Purchaser:
  - a) Agree to the return of the Products to the Company at the Purchaser's expense; or
  - b) The Company will at its own cost repair or replace them; the choice being at the Company's option.
- 8.4 Should the Purchaser have any complaint of whatsoever nature concerning any of the Products supplied, it shall be entitled to require the Company to cede to it any rights that the Company may have against the original supplier of those Products and shall have no other claim against the Company whatsoever.
- 8.5 Save as aforesaid the Company will not be liable to the Purchaser for any loss or damage whatsoever nor shall the Company be liable in any way for loss of profits or consequential damages suffered as a result of a defect in

quality or defective installation or the fact that the Products are not fit for a particular purpose and without prejudice to the generality of the foregoing any implied term, condition or warranty statutory or otherwise as to the quality of the Products sold or their fitness for any particular purpose as to their correspondence with any description or samples is hereby excluded.

- 8.6 No warranty or representation given by or on behalf of the Company, including without prejudice to the generality of the foregoing, any advice as to the installation, quantities, use or performance of Products supplied by the Company shall be binding upon the Company unless specifically stated in writing by the Company to be incorporated in the Contract.

#### 9. **Consequential loss**

Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Purchaser for any indirect or consequential loss, damage or expense.

#### 10. **Insolvency/Liquidation, Business Rescue and Breach of contract**

- 10.1 The Company shall have the option (without prejudice to any of its other rights against the Purchaser) by notice in writing to the Purchaser to rescind the Contract or to suspend delivery in the following events:
- 10.1.1 Should any sum owing by the Purchaser to the Company be overdue.
- 10.1.2 Should the Purchaser be in breach of any term of the Contract with the Company.
- 10.1.3 Should the Purchaser enter into any composition or arrangement with, or for the benefit of, its creditors or commit an act of insolvency or be placed under Business Rescue or should it go into liquidation either voluntary or compulsory or under Judicial Management or have a receiver appointed over all or any part of its assets, or if any order is made against the Purchaser for the preservation safeguarding or regulating the use of the Purchaser's property or assets.

#### 11. **Intellectual property rights**

- 11.1 The Company is the proprietor of trademarks and trade names, copyright or other intellectual property rights relating to its name and products and it reserves all such rights to itself and no authorization or license is granted to the Purchaser by the Company otherwise than for the purpose provided herein.
- 11.2 The Purchaser hereby indemnifies the Company at all times and holds it harmless against all damages, demands, penalties, costs, claims, expenses and any other liabilities that may arise from any infringement of copyright which result from compliance with and/or execution of the Purchaser's instructions, whether express or implied.

#### 12. **Force Majeure**

The Company in its sole discretion shall have the right to postpone or suspend delivery of all or part of the products to the extent and for as long as such delay is caused by or attributable to circumstances beyond the reasonable control of the Company. The Company shall further have the right if any of the aforesaid circumstances persist for 90 (ninety) days or longer to forthwith cancel the contract of sale on written notice to the Purchaser in respect of those products not delivered at the time of cancellation. The Company shall not be liable to the Purchaser for damages as a result of such postponement, suspension or cancellation, but the Purchaser shall remain liable for the price of all products delivered in terms of the contract of sale.

#### 13. **Notice**

Any written notices in respect of this Contract shall be delivered by prepaid registered post or by hand or by telefax or by electronic mail.

#### 14. **Whole agreement**

- 14.1 This Contract constitutes the whole of the agreement between the parties hereto in regard to their ongoing trading relationship and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.
- 14.2 The parties agree that no other terms or conditions, whether oral or written and whether express or implied, will apply hereto.

#### 15. **Waiver**

- 15.1 No waiver of any of the terms and conditions of this Contract shall be binding or effectual for any purpose unless expressed in writing and signed by the parties hereto and any such waiver shall be effective only in the specific instance and for the purpose given.
- 15.2 No relaxation or indulgence granted by the Company to the Purchaser at any time shall be deemed to be a waiver of any of the Company's rights and no such relaxation or indulgence shall

be deemed to be a novation of any of the terms of this agreement or create any estoppel against the Company.

#### 16. **Assignment**

- 16.1 The Company may at any time, without the Purchaser's consent, cede, assign or transfer and make over all its rights, title and interest in and arising out of any sale of products at any time.
- 16.2 The Purchaser shall not be entitled to cede or assign any of its rights or obligations in terms of the Contract without prior written consent of the Company.

#### 17. **Jurisdiction and costs**

- 17.1 In terms of Section 45 of the Magistrate's Court Act 32 of 1944, the Purchaser hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Purchaser by the Company in terms of the Contract. It shall nevertheless be entirely within the discretion of the Company whether to proceed against the Purchaser in such Magistrate's Court or any other court having jurisdiction.
- 17.2 The Company shall be entitled to recover all charges of whatsoever nature which may be incurred by the Company in enforcing any of the provisions of this Contract including, without limitation, by virtue of the foregoing, all legal costs including costs on the scale as between attorney and client, collection commission and tracing agents fees.

#### 18. **Credit Bureau**

The Company may at any stage use the services of any credit bureau or other supplier of information to assist in assessing the Purchaser's current and ongoing credit worthiness and may source information relevant to the Purchaser's ability to settle its debts from whatever sources it deems necessary. Furthermore, the Purchaser agrees that the Company may disclose information regarding the Purchaser's credit worthiness and conduct of its account with the Company to any registered credit bureau and other suppliers in the industry.

#### 19. **Applicable Law**

This Contract and the sale of all Products to the Purchaser will be governed and interpreted in accordance with the laws of the Republic of South Africa.

#### 20. **Severability of clauses**

Each clause of this agreement is severable, the one from the other and if any clause is found to be defective or unenforceable for any reason by any competent court, the remaining clauses shall be of full force and effect and shall continue to be in full force and effect.

**FOR OFFICE USE ONLY**

**SALES DEPARTMENT TO COMPLETE**

Representative.....  
  Print Name  Office

Comments:.....  
.....  
.....  
.....  
.....

**CREDIT APPROVAL**

TERMS:.....  CREDIT LIMIT R.....

1. .... Recommended / Approved / Declined   **DATE:**.....  
Sales Representative

2. Comments:.....  
.....  
.....

3. Date of Site Visit and record of observations:.....  
.....  
.....  
.....

4. .... Recommended / Approved / Declined   **DATE:**.....  
Credit Controller

5. Comments:.....  
.....  
.....  
.....

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**MASTER DATA CAPTURING**

- 1. ....  
Financial Manager Date: — — — —
- 2. Account Number:.....
- 3. ....  
Director/General Manager Date: — — —
- 4. Credit Limit R.....
- 5. Credit Terms.....
- 6. Security:.....

Trade References				
Spoken To				
Years Known				
Average Purchases				
Credit Limit				
Terms Given				
Terms Taken				
Comments				