



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 CLOSE CORPORATION**

AND

GENERAL TERMS AND CONDITIONS OF SALE

CONFIDENTIAL

NAME:
ACCOUNT NO:

Section A To be completed by authorised representative of Applicant who is to 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**
- **Current Close Corporation:**
 - **CK 1 (Registration Of CC);**
 - **CK 2 (Registration of an Amended Founding Statement);**

1. Full registered 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 authorized representative of Applicant:.....
.....
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 are dial in code):.....

13. Registered Office Address:.....

.....

14. CC's Registration Number:.....

15. Nature of Business:.....

.....

16. Details of Auditors /Accountants of the CC:

Name:.....

Address:

.....

17. Full names of Members of Corporation:

Name	Name	Name
Identity Number	Identity Number	Identity Number
Address	Address	Address

Landline Phone No.	Landline Phone No.	Landline Phone No.
Mobile No.	Mobile No.	Mobile No.

Section B

To be completed by all applicants

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

Section C

Warranties:

I/We warrant and certify that:

- 1 I/We am/are duly authorized to sign this application for credit and agree to African Pipes Valves & Fittings **“GENERAL TERMS AND CONDITIONS OF SALE” and “SURETYSHIP”**, which are included in this application;
- 2 The information provided and completed in this application is true and correct in every respect;
- 3 I/We 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 have read and understood the **“SURETYSHIP”** included in this application for credit and in signing it, I acknowledge that I know and understand the terms and by my signature thereto agree to be bound thereby;
- 5 I/We hereby authorise African Pipes Valves & Fittings to verify all information supplied and to check my/out creditworthiness;
- 6 I/We undertake to pay my/our account according to the terms granted by African Pipes Valves & Fittings ;

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

Name (print)..... Signature.....

Designation:.....

Place company 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 lessor 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 on-going 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**
Any Contract and the sale of Products to the Purchaser will be governed and interpreted in accordance with the laws of the Republic of South Africa.
20. **Data and Privacy**
- 20.1 The Purchaser acknowledges that the Company will hold personal data relating to it. Such data may include its address, references, personal profile, bank details, credit appraisals, and other records (which may when necessary, include sensitive data relating to the Purchaser).
- 20.2 The Purchaser consents and agrees that the Company may process such personal data and may, make such data available to its advisors, third parties providing products and/or advice and/or services to the Company (such as IT system suppliers, benefits and payroll administrators), to regulatory authorities (including tax authorities) and as required or permitted by law. The Purchaser consents to the collection, transfer and use of such data in accordance with this clause.
- 20.3 The Purchaser agrees that the Company may need to transfer to third parties information in its possession that relates to the Purchaser's engagement with the Company. The Purchaser agrees to such transfer of information whether during or after the termination of this Agreement.
21. **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 and continue to be of full force.

SURETYSHIP

I/WE, the undersigned

..... Identity No.....
 hereby bind MYSELF/OURSELVES as SURETY/SURETIES and Co-Principal DEBTOR/DEBTORS jointly and severally to **African Pipes Valves & Fittings (Pty) Ltd, registration number 2002/010294/07 trading under the name of APVF** ("the Creditor") for the due and proper fulfilment of all the obligations of and for the punctual payment of all sums which are or may become due by:

.....(Closed Corporation)("the Debtor")(being the full and precise name of the applicant for credit) or ITS successors-in-title or assigns, to the Creditor, from whatsoever cause arising.

I/WE agree and declare that:

1. No act of indulgence, relaxation or grace granted by the Creditor to the Debtor or any amendment of the obligations existing between the Debtor and the Creditor shall prejudice or affect the Creditor's rights in terms hereof, and if any action by the Creditor results in a novation of any debt or liability between the Creditor and the Debtor then I/WE undertake and agree to be similarly bound as MYSELF/OURSELVES in favour of the Creditor for such novated debt or liability or such newly concluded transaction;
2. All acknowledgments or indebtedness and admissions by the Debtor shall be binding on ME/US;
3. The Creditor shall be entitled, without prejudice to its rights and without detracting from MY/OUR liability hereunder, to release any securities or other sureties given to it or to give time to or compound with or make any arrangements with the Debtor in regard to the fulfilment of any of the Debtor's obligations as the Creditor in its absolute discretion deems fit;
4. If there is provision in this document for signature by more than one person of this Suretyship and one or more of those persons do not sign the Suretyship, that fact shall not affect the liability of the person(s) who does/do sign this document;
5. The Creditor is hereby irrevocably authorised to apply any monies received by it from ME/US in terms of this Suretyship against the indebtedness to it of the Debtor in such manner as the Creditor in its discretion may think fit;
6. This Suretyship shall establish a continuing covering liability on MY/OUR part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all the intents and purposes of this Suretyship include sequestration, surrender, winding-up and business rescue proceedings, whether provisional or final) or legal disability of the Debtor or any other surety(ies) for and/or co-principal debtor(s) with the Debtor, until the Creditor will have agreed in writing to cancel this Suretyship; provided that I/WE may, at any time when :
 - 6.1 there is no contract in force between the Creditor and the Debtor;
 - 6.2 every indebtedness and liability of the Debtor to the Creditor has been rendered liquid, the amount thereof ascertained and determined; and
 - 6.3 no facts or circumstances exist which could give rise to any subsequent indebtedness or liability of the Debtor to the Creditor,

give written notice to the Creditor terminating this Suretyship and simultaneously pay to the Creditor the aggregate amount then owed by the Debtor to the Creditor from all causes, whether due for payment or not, including such interest as will have accrued in favour of the Creditor up to the date of such payment, and upon the Creditor receiving such notice and such payment, the Creditor shall be obliged to cancel this Suretyship;
7. This Suretyship shall be in addition to and without prejudice to any other suretyship or securities now held or hereafter held by the Creditor from or on behalf of the Debtor;
8. The amount of our indebtedness hereunder and that of the Debtor to the Creditor at any time, shall be determined and proved by a certificate signed by the Creditor (or by one of the Creditor's directors whose appointment, qualification and/or authority need not be proved), which shall be binding on us, shall be prima facie proof of the amount of our indebtedness hereunder and shall be valid as a liquid document against us in any competent court for the purpose of obtaining provisional sentence or judgment against us thereon;
9. Should the Creditor cede its claim against the Debtor to any third party, then this Suretyship shall be deemed to have been given by ME/US to such cessionary who shall be entitled to exercise all rights in terms of this Deed of Suretyship as if such cessionary were the Creditor;

- 10. Should I/WE at any time in defending any action based on this Suretyship allege that there is no reason or cause for the Debtor's obligation to the Creditor or that errors have been made in the calculation of the amount claimed, then the onus of proving such a defence will rest on ME/US;
- 11. I/WE renounce the benefits of excussion, division and cession of action, the full meaning and effect whereof I/WE know and understand;
 - 12.1 I/WE choose domicilium citandi et executandi at:

.....
 (MUST BE STREET ADDRESS)

 - 12.2 All notices addressed to ME/US shall be sent by prepaid registered post to the address referred to in sub-clause 12.1 hereof;
- 13. If a signatory hereof is a company that company does hereby warrant and represent to the Creditor that it has a material interest in securing the indebtedness covered by this Suretyship which is entered into for its direct or indirect benefit. The person signing this Suretyship on behalf of the company shall be deemed by virtue of such signature to be party to the foregoing warranty and representation in his personal capacity jointly and severally with the company;
- 14. If the estate of the Debtor is provisionally or finally sequestrated or (if the Debtor is a company) it is placed under provisional or final winding-up or placed under Business Rescue, MY/OUR liability hereunder shall not be affected in any way. In particular, this Suretyship shall continue to guarantee, subject to all the provisions set out in this document, the payment of any indebtedness of whatsoever nature which may become due by the Provisional Trustee and/or Trustee, or the Provisional Liquidator and/or Liquidator and/or Business Rescue Practitioner, as the case may be, irrespective of whether such indebtedness is in respect of damages or arises in any way out of any statutory or other intervention of one or other of the aforementioned persons;
- 15. This Suretyship constitutes the entire agreement between ME/US and the Creditor and no variation or cancellation thereof shall be of any force or effect unless it is in writing and signed by both the Creditor and ME/US;
- 16. I/WE acknowledge that no representations whatever have been made to ME/US in order to induce ME/US to sign this Suretyship;
- 17. Each signatory who is married warrants and represents to the Creditor that no consent from such signatory's spouse is required in terms of the Matrimonial Property Act, No. 88 of 1984 (as amended) to bind the joint estate of such signatory and HIS/HER spouse. Each such signatory acknowledges that HE/SHE knows and understands the full meaning and effect of the foregoing;
- 19. In terms of Section 45 of the Magistrate's Court Act, 1944, I/WE hereby consent 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 ME/US by the Company in terms hereof. It will nevertheless be entirely within the Company's discretion as to whether to proceed against ME/US in such Magistrate's Court or any other court having jurisdiction.

SIGNED ATON THIS THE DAY OF 20.....

.....
**SURETY WHO ACKNOWLEDGES & CONFIRMS
THAT THIS SURETYSHIP WAS FULLY
COMPLETED AT THE TIME OF SIGNING IT**

AS WITNESSES:

1.....
Witnesses' signature & Print name in full ID Number

2.....

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				