



APPLICATION FOR CREDIT

SECTION 1 – APPLICANT / PURCHASER	
Date of Application	
Full registered name of Company	
Trading as	
Registration number /ID number	
VAT number	
Postal Address (include postal code)	
Physical Address (include area code)	
Telephone Number	
Fax Number	
Cell Phone number/s	
Accounts Contact Person	
Accounts E-mail Address	

SECTION 2 – DIRECTORS / MEMBERS / SHAREHOLDERS	
Name & Surname	
ID number	
Residential Address	
Name & Surname	
ID number	
Residential Address	
Name & Surname	
ID number	
Residential Address	

SECTION 3 – TRADE REFERENCES	
Company Name	
Telephone Number	
Limit & Terms	
Company Name	
Telephone Number	
Limit & Terms	
Company Name	
Telephone Number	
Limit & Terms	

SECTION 4 – OTHER	
Bankers	
Branch code/name	
Account number	
Estimated Monthly Purchases	
Credit Limit Applied for	
Do you own your building? If not, name of Landlord	
Asset Value	
Average annual turnover	
Are official Purchase Orders used?	
Buyer Contact Telephone and E-mail address	

ALL TRANSACTIONS ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONDUCT OF BUSINESS ATTACHED HERETO – THE CLIENT ACKNOWLEDGE THAT HE IS FULLY AWARE OF THE TERMS AND CONDITIONS

Credit Limit Increases

Does the Client consent to Steel Plate Solutions (Pty) Ltd increasing the credit limit mentioned in Section 4 of this application from time to time, with or without notifying the Client, to accommodate the Clients order requirements and to avoid delay in production /delivery?

Please indicate with a 'X'

YES	NO
-----	----

Cession of Book Debts

The Client hereby irrevocably cedes, pledges, assigns, transfers and make over unto and in favour of Steel Plate Solutions (Pty) Ltd (hereinafter referred to as "Steel Plate Solutions") all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Client may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Client's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Client to Steel Plate Solutions.

Surety

The signatory/-ies hereby binds himself/themselves to Steel Plate Solutions (Pty) Ltd as surety/-ies for and co-principal debtor/s *in solidum* jointly and severally with the client set forth on the face hereof for the performance on demand of all obligations which the client may have in the past owed or may presently or in the future owe to Steel Plate Solutions separately and individually or to their successors in title or assigns.

The signee/s hereof warrants that he/she is duly authorized to enter into this agreement with the terms thereto and that all the information provided herein are true and correct in all aspects.

Full Name of duly authorized person	
ID number	
Designation	
Signature	
Full Name of duly authorized person	
ID number	
Designation	
Signature	

STANDARD TERMS AND CONDITIONS

1. Terms and Conditions of Sale

1.1 Any quotation, tender, order or contract of sale between Steel Plate Solutions (Pty) Ltd (hereinafter referred to as Steel Plate Solutions) and the Client in respect of Goods, and any variation thereto, shall be subject to the terms and conditions contained in these Terms.

1.2 By placing an order and thereby accepting these Terms, the Client shall be deemed to have agreed that all existing arrangements between Steel Plate Solutions and the Client in respect of goods shall be governed by these Terms.

2. Price

2.1 Whilst every effort will be made to record the Purchaser's verbal or telephonic instructions accurately, it is the responsibility of the Purchaser to check the details of the order and to notify Steel Plate Solutions of mistakes, in writing, immediately.

2.2 All prices are strictly net and exclusive of Value Added Tax. In the case of delivery other than delivery at the factory, prices are subject to adjustment in respect of any increase / decrease in the cost of delivery arising directly or indirectly from any one or more causes, in particular:

2.2.1 in the case of delivery by rail or road any increase in Transnet railage and / or transport rates and / or any other transport costs, including fuel costs.

2.2.2 Any statutes or law or regulation, bye-law or notice having the effect of law.

2.3 All prices reflected on the Steel Plate Solutions price list are subject to change with reasonable notice to the client.

3. Payment Terms

3.1 The Client shall pay to Steel Plate Solutions the full amount reflected in the tax invoice issued by Steel Plate Solutions:

3.1.1 promptly upon presentation of the Provisional Invoice to the Client; or

3.1.2 in the case of a Credit Approved Client, within 30 (thirty) days from the date of the statement.

3.2 A Credit Approved Client, which fails to make payment in accordance with clause 3.1.2, forfeits its right to credit facilities granted in terms of clause 4 and all amounts outstanding to its account shall become immediately due and payable.

3.3 The Client hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods ordered by the Client at the prices agreed to by the Client and, where delivery/performance has already taken place, that the goods were inspected and that the Client is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects. All goods delivered shall be deemed to be in order as aforesaid unless the Client has given Steel Plate Solutions written notification of such specific quality, quantity and or other defects within 30 (thirty) days of such delivery of goods has taken place or invoice has been dispatched to the Client, whichever occurs first.

3.4 Any item delivered to Steel Plate Solutions shall serve as a pledge in favor of Steel Plate Solutions for present and past debts and Steel Plate Solutions shall be entitled to retain or realize such pledges as it deems expedient at the value as determined by any independent valuator the sworn or realized value of pledged goods will be offset against the Client's debts and any excess balance will be paid to the Client.

3.5 The Client agrees to pay the amount on the Tax Invoice at the offices of Steel Plate Solutions or at such other place Steel Plate Solutions may designate in writing.

3.6 The risk of payment by cheque through the post rest with the Client.

3.7 The Client shall not withhold payment and agrees that no extension of payment shall be extended to the Client and any such extension will not be applicable or enforceable unless agreed to by Steel Plate Solutions, reduced to writing and signed by the Client and a duly authorized representative of Steel Plate Solutions.

3.8 The Client is not entitled to set off any amount due to the Client by Steel Plate Solutions against any debt whatsoever.

3.9 The Client agrees that the amount due and payable to Steel Plate Solutions may be determined and proven by a certificate issued and signed by any director or manager or member or partner of Steel Plate Solutions, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prime facie proof of the indebtedness of the Client.

3.10 The Client agrees that interest may be levied at the maximum permissible interest provide for by legislation from time to time on any moneys due to Steel Plate Solutions and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order, in the event of the Client having breached any condition contained herein or if otherwise provided.

3.11 The Client agrees that if an account is not settled in full (a) against order; or (b) within the period agreed above in the case of a Credit Approved Client, Steel Plate Solutions is (i) entitled to immediately institute action against the Client at the sole expense of the Client, or (ii) to cancel the agreement and take possession of any goods delivered to the Client and claim damages, or (iii) to enforce and exercise any *lien* over any item or goods of the Client on which behalf goods were delivered and or services were rendered and or other goods of the Client as stated herein until all amount owing by the Client have been paid in full. These remedies are without prejudice to any other right Steel Plate Solutions may be entitled to in terms of this agreement or in law. Steel Plate Solutions reserves its right to stop supply immediately on cancellation or in the event of non-payment.

3.12 Steel Plate Solutions shall be entitled to withdraw credit facilities for a good reason within its discretion after consultation with the Client.

3.13 In the event of cancellation, the Client shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

3.14 Steel Plate Solutions may enter the Client's premises to repossess any goods delivered and Steel Plate Solutions shall not be liable for any damage relating to the removal of repossessed goods, which might be cause by its agents or representatives.

3.15 All goods supplied by Steel Plate Solutions remain the property of Steel Plate Solutions until such goods have been fully paid for whether such goods are attached to other property or not. Upon the delivery or tender thereof, any risk to any goods shall pass to the Client.

3.16 The Client is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Steel Plate Solutions. The Client shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Steel Plate Solutions in the goods.

3.17 If any goods supplied to the Client are of a generic nature and have become the property of the Client by operation of law, the Client shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Steel Plate Solutions.

3.18 The Client shall be liable to Steel Plate Solutions for all legal expenses on the attorney-and-own client scale of an attorney and counsel incurred by Steel Plate Solutions in the event of (a) any default by the Client of (b) any litigation in regard to the validity and enforceability of this agreement. The Client shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Steel Plate Solutions may demand.

4. Credit Facilities

4.1 Steel Plate Solutions may, in its sole discretion, grant credit facilities to the Client.

4.2 Steel Plate Solutions shall have the right, in its sole discretion, to amend or withdraw any credit facilities granted to the Client, upon written notice to the Client, and any amounts then owing to Steel Plate Solutions by the Client under the credit facilities will become due and payable on demand.

4.3 Steel Plate Solutions shall have the right, in its sole discretion, to use and to disclose to any source any personal information provided to it for the purpose of evaluating the Client's credit-worthiness and protecting Steel Plate Solutions' credit risk and the Client hereby consents to such use and disclosure.

5. Delivery

5.1 Steel Plate Solutions shall provide the dates and times of delivery of Goods in good faith and shall not be liable to the Client for any subsequent variations.

5.2 Steel Plate Solutions shall be entitled, in its sole discretion, to split the delivery of Goods in quantities, on the dates and at the times it decides, and to invoice separately each delivery actually made.

5.3 Any delivery of Goods by Steel Plate Solutions to the Client shall be deemed to be completed when the Goods are off-loaded at the delivery address of the Client, failing which, the premises of the Client, or when the Goods are handed over to the third party engaged to transport the Goods on behalf of the Client in terms of clause 6.3.

5.4 The Client shall provide suitable access roads to and level ground at the point of off-loading at the delivery address or premises of the Client.

5.5 Delivery will be in full economical loads and at one point only. Steel Plate Solutions will under no circumstances string Goods on site or at the point of delivery.

5.6 If Steel Plate Solutions agrees to engage a third party to transport the Goods, Steel Plate Solutions is hereby authorised to engage, at the cost of the Client, such third party on the Client's behalf and on the terms deemed fit by Steel Plate Solutions. The Client indemnifies Steel Plate Solutions and holds it harmless against any claims that may arise from such agreement.

5.7 The signature of any employee or representative of the Client on Steel Plate Solutions' Delivery Note (copy or original) shall be prima facie proof that the type and quantity of Goods, manufactured to the correct specifications, were properly delivered to and accepted by the Client.

6. Return of Goods and Guarantees

6.1 If the Client inspects the Goods and finds all or any of them do not comply with the standards set by the South African Bureau of Standards or that they have been incorrectly delivered ("the Returnable Material(s)"), then the Client may return the Returnable Material(s) within 15 (fifteen) days of the date of delivery at its own cost and in the original packaging with the Delivery Note endorsed with details of the complaint.

6.2 Steel Plate Solutions shall have the right, in its sole discretion, to accept or refuse to grant credit for or to repair or replace the Returnable Material(s).

6.3 Subject to clause 6.1, the Client shall not return any Goods except at the sole discretion of Steel Plate Solutions and in accordance with a written agreement with Steel Plate Solutions.

6.4 New goods are guaranteed according to Steel Plate Solutions' product specific warranties or agreed specification only and all other guarantees including common law guarantees are hereby specifically excluded.

6.5 No claim under this agreement shall arise unless the Purchaser has, within 3 days of the alleged breach of defect occurring, given Steel Plate Solutions 30 days written notice by prepaid registered post to rectify any defect of breach of agreement.

6.6 To be valid, claims must be supported by the original delivery note or invoice.

6.7 All guarantees are null and void should any goods be tampered with or should the goods be operated or stored outside Steel Plate Solutions' specifications.

6.8 Steel Plate Solutions shall not be liable for any consequential damages or direct liability of any nature.

6.9 Steel Plate Solutions shall not be liable for any damage arising from any misuse of the goods.

7. Ownership & Risk

7.1 Ownership in the Goods shall not pass to the Client until they have been paid for in full.

7.2 The risk of damage or destruction or theft of goods shall pass to the Client on tender of delivery and the Client undertakes to comprehensively insure the goods until paid for in full and Steel Plate Solutions shall remain the lawful owner of such goods and hold a *lien* over any material thing to which services was rendered upon (which *lien* shall automatically revive if possession was lost at any time if possession is obtained once again by Steel Plate Solutions) until payment has taken place by the Client in full, without any set of taking place of any kind whatsoever.

7.3 The Client shall insure the Goods against loss and damage, to the satisfaction of Steel Plate Solutions, until the Goods have been paid for in full.

7.4 Until the Goods have been paid for in full, the Client shall not encumber the Goods or purport to transfer ownership in the Goods to any third party and shall advise third parties of Steel Plate Solutions' rights in the Goods.

7.5 The Client authorises Steel Plate Solutions to enter its premises to repossess, pursuant to clause 10.1.2, any Goods delivered and indemnifies Steel Plate Solutions and holds it harmless against any damage whatsoever relating to the removal of such Goods.

7.6 Where ownership in the Goods sought to be repossessed has passed to the Client or to a third party by operation of law, the Client shall or shall procure the re-transfer of such Goods to Steel Plate Solutions.

8. Warranty

8.1 Steel Plate Solutions warrants that the Goods shall meet the standards set by the South African Bureau of Standards, provided that the Goods are not tampered with or stored or used outside Steel Plate Solutions' specifications.

8.2 All other warranties, whether express or implied, including any warranty that the Goods are fit for a particular purpose, including the purpose for which they were ordered, are hereby specifically excluded.

8.3 Steel Plate Solutions' liability for any breach of this warranty shall be limited to the repair or replacement of the Goods.

9. Exclusion of Liability

9.1 Steel Plate Solutions shall not be liable to the Client for any loss or damage arising out of the improper or negligent use of Goods, and the Client indemnifies Steel Plate Solutions against any claims arising from the use of the Goods by third parties.

9.2 Steel Plate Solutions shall not be liable to the Client for any loss resulting from the delay in or cancellation of the Client's order arising from a cause beyond Steel Plate Solutions' control, including but not limited to, inability to secure labour, power, Goods or supplies, computer services, act of God, war, civil disturbance, riot, state of emergency, strike, lockout, other labour disputes, fire, flood, drought or legislation.

9.3 Steel Plate Solutions shall not be liable for any negligent or innocent misrepresentation made by it or its employees.

9.4 Steel Plate Solutions shall not be liable under any circumstances for any special, indirect or consequential damages, including but not limited to, loss of profit.

10. Breach

10.1 If the Client has not paid Steel Plate Solutions in full by the due date or breaches any other term of these Terms, or if Steel Plate Solutions receives information relating to any application for the liquidation or sequestration, any compromise with creditors or any execution against the assets of the Client, then Steel Plate Solutions shall have the right, in its sole discretion and without prejudice to any other right it may have in law:

10.1.1 to cancel the contract;

10.1.2 to repossess and/or recover any Goods delivered to the Client, whether attached to property or not;

10.1.3 to institute action to recover any outstanding amounts, which shall be immediately due and payable, and/ or damages; and/ or

10.1.4 to stop or suspend supply of Goods and to demand payment for Goods manufactured and/ or awaiting delivery.

10.2 For the purposes of clause 10.1.2, where Steel Plate Solutions repossesses Goods, the Client shall be liable *inter alia* for the difference between the selling price and the value of any Goods at the time of repossession, as well as for the costs of repossession. A sworn valuation shall be prima facie proof of the value of the repossessed Goods. If the Goods are not recovered for any reason whatsoever, the value shall be deemed to be zero.

10.3 No claim under these Terms shall arise unless:

10.3.1 it is supported by the original tax invoice; and

10.3.2 the Client has, within 3 (three) days of the alleged breach occurring, given Steel Plate Solutions 30 (thirty) days written notice by prepaid registered post to rectify any breach of these Terms.

11. Costs

11.1 The Client shall be liable to Steel Plate Solutions for all legal expenses on the attorney-and-own-client scale incurred by Steel Plate Solutions in the event of any default by the Client or any litigation in regard to the validity and enforceability of these Terms.

11.2 The Client shall be liable for any tracing, collection or valuation fees incurred as well as for any costs and for any form of security that Steel Plate Solutions may demand.