

**Credit Application Form**

**AUTO MECHANICAL & INDUSTRIAL TRADERS (PTY) LTD** Registration No.: 2015/296055/07

62 Rosettenville Road, New Centre, 2001. Telephone 011 493-3220

1. Indicate your business type

Industrial Reseller		Retail Outlet		Manufacturer		End User	
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2. Indicate industries your company deals with, if not noted below state other: \_\_\_\_\_

Mining		Construction		Engineering		Automotive	
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3. How long has the proprietor(s) owned the business? \_\_\_\_\_

**BUSINESS CONTACT INFORMATION**

Registered Name:		(the Customer)
Trading Name:		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> (Pty) Ltd <input type="checkbox"/> Public Company <input type="checkbox"/> Other
Date Established:		
Registration number:		
Vat Number:		
Apply to Auto Mechanical and Industrial Traders (Pty) for an account, and agree that all business shall be conducted according to the Company's STANDARD TRADING TERMS AND CONDITIONS, a copy of which is attached.		

**BUSINESS AND CREDIT INFORMATION**

Postal Address:		Phone:		<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retail <input type="checkbox"/> Import/Export <input type="checkbox"/> Other, specify:
		Fax:		
Street Address:		Buyers Email:		
		Website:		
Credit Controller/ Accountant Name		Phone:		
Type of Account: <input type="checkbox"/> C.O.D <input type="checkbox"/> Terms <input type="checkbox"/> Cash in Advance		Fax:		
		Accounts Email:		
Monthly Credit Required:	ZAR _____	Value of initial order ZAR:		
		Est. Monthly Purchases ZAR:		

**BANKING DETAILS**

Name of Bank:		Account Type:	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Other
Country:		Account Number:	
Branch Name:		Branch Code:	

**The following documentation must accompany your Credit Assessment: Company Registration and Vat Registration Certificates (Copies only).**

**DIRECTORS/MEMBERS**

<b>DIRECTOR 1</b>		<b>DIRECTOR 2</b>	
Full Name:		Full Name:	
Designation:		Designation:	
% Share Holding		% Share Holding	
ID Number:		ID Number:	
Mobile Number		Mobile Number	
Residential Address:		Residential Address:	

<b>DIRECTOR 3</b>		<b>DIRECTOR 4</b>	
Full Name:		Full Name:	
Designation:		Designation:	
% Share Holding		% Share Holding	
ID Number:		ID Number:	
Mobile Number		Mobile Number	
Residential Address:		Residential Address:	

State if Applicant or Directors/Members/Partner/Trustees have been declared insolvent or have effected a scheme of compromise with any Creditor						
<b>YES</b>	<b>NO</b>	DIRECTORS NAME:				
If YES, give details of TRUSTEES/Liquidators						
List all sureties, cession of debtors, notarial bonds, factoring & judgements						
Can the latest audited Financial Statements be made available?			YES	NO	Which Year?	
Auditors/Financial Officer's Name:					Tel:	
Annual Turn Over		Less than< ZAR3.000.000.00			OR greater than >	
Gross Asset Value		ZAR		Annual Turnover		*ZAR
<i>* These amounts are required for the purposes of ascertaining thresholds in terms of the National Credit Act and the Consumer protection Act</i>						
Premises <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
Landlord Name:				Contact Number:		

**BUSINESS/TRADE REFERENCES**

Four Trade References	Trade Reference Contact Details:
1.	
2.	
3.	
4.	

**WARRANTIES BY PERSONS WHO SIGN THIS APPLICATION FOR INCIDENTAL CREDIT**

The Applicant's representative hereby warrants that such representative is authorized to bind the Applicant to the Company upon the Company's Standard Terms and Conditions of Trade.

1. The Applicant and its representative agree that all terms set out in this Application for Credit are material to both this application as well as any commercial relationship that must arise here from.
2. In the event that the Company grants credit as sought by the Applicant, the Applicant warrants that it possessed of sufficient means to timeously perform all of its obligations to the Company.
3. The Applicant further undertakes, which undertaking is agreed to be material, that it shall advise the Company of material changes in one or all of the following :-
  - o The Applicant's financial standing;
  - o Any change in Directorship/ Membership/ Trustee/ Partner;
  - o Any other change in the affairs of the Applicant, which is material to this Application and any further commercial relationship that may arise here from.

By my signature hereto, I acknowledge that I have read and understand the afore going and all information provided is valid and true. I confirm having read the terms and conditions overleaf which will apply.

**SIGNED APPLICANT** (Must be Director / Owner / Member/ Trustee / Partner)

Date at \_\_\_\_\_ on this day \_\_\_\_\_ 20 \_\_\_\_

Full Name: \_\_\_\_\_ (Please attach letter of consent)

ID Number: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

**WITNESS FOR THE APPLICANT**

Full Names: \_\_\_\_\_ ID Number: \_\_\_\_\_

Capacity: \_\_\_\_\_ Signature: \_\_\_\_\_

# TERMS AND CONDITIONS

## TERMS AND CONDITIONS

- 1.1 The terms hereof shall form part of and apply to this contract and all future contracts or other agreements entered into unless specifically excluded or amended by the parties, such exclusion or amendment to be in writing.
- 1.2 Unless otherwise specifically stipulated in writing to the contrary, the terms hereof shall supersede and prevail over any terms and conditions contained in any documents submitted by the customer.

## 2. PRICE AND PAYMENT

- 2.1 The purchase price of the goods listed on the face hereof shall be paid by the customer to **Auto Mechanical and Industrial Traders (Pty) Ltd Registration No.: 2015/296055/07 of 62 Rosettenville Road, New Centre, Johannesburg, 2001** – herein after referred to as **AMI**, without any deduction or set off within the period of the agreed credit terms allowed to the customer after the date of the statement submitted by **AMI**
- 2.2 **AMI** shall be entitled to charge interest on all overdue amounts at the maximum rate permissible from time to time for credit transactions in terms of the National Credit Act 34 of 2005, OR as amended. Such interest shall be calculated and payable monthly in advance on the first day of each and every successive month on the balance outstanding from time to time by the customer to **AMI** and shall be added to the amount due to **AMI** by the customer in the ordinary course of business.
- 2.3 The ownership of all goods supplied by **AMI** to the customer shall remain vested in **AMI** until the purchase price in respect thereof has been paid in full, but the customer shall have the right to dispose thereof in the ordinary course of normal business it being agreed that all payments made by the customer shall in the first instance be and be deemed to have been made in respect of those goods which have been disposed of by the customer in the ordinary course of business.
- 2.4 Where any payment is effected by cheque or by electronic transfer or where any cheque is sent in the post, all risks arising from the use of a cheque, electronic transfer or the use of the post shall lie with the customer who shall be liable for all damage/losses sustained as a result thereof.
- 2.5 The price of the goods sold to the customer is strictly net and not subject to any discounts unless otherwise agreed to in writing.
- 2.6 If any discount is agreed to in writing it shall only be allowed if payment is received by **AMI** strictly by the due date and shall only apply to the actual price of the goods themselves and not to any value added tax, transport costs, insurance, storage charges or other duties or taxes.
- 2.7 Subject to the provisions of the Consumer Protection Act 68 of 2008, all prices quoted are based on rates of exchange of currencies, freight, insurances, landing charges, dock duties, customs and import duties, railage and statutory wage rates in existence at the time that negotiation for the purchase of the goods to which the invoice in question relates, and consequently any variation in such rates will be for the account and be borne by the customer.
- 2.8 Subject to the provisions of the Consumer Protection Act 68 of 2008, all applications, prices, lists, illustrations, diagrams, or prices issued or advertised by **AMI** from time to time are to be utilized only as a general guideline in respect of the matters to which they relate, are subject to change or variation without notice, do not constitute offers for sale nor form part of any contract entered into between **AMI** and the customer.

## 3. DELIVERY

- 3.1 Delivery shall be completed when goods are off loaded at the destination if the goods are to be transported by means of **AMI** vehicle, or, when the goods are loaded if they are to be transported by the customer or a carrier engaged (whether by or the customer) to transport the goods to the customer.
- 3.2 Should **AMI** at the customer's request, agree to engage a carrier to transport the goods to the customer, then:
- 3.3 **AMI** is authorized to engage a carrier on such terms and conditions as it deems fit; and
- 3.4 The customer indemnifies **AMI** against all demands and claims which may be made against it by the carrier so engaged and all liability which **AMI** may incur to the carrier arising out of the transportation of the goods.
- 3.5 The risk in the goods shall pass to the customer on delivery of the goods.
- 3.6 **AMI** shall not be liable under any circumstances for any loss or claim arising from any alleged shortage in delivery or defect in the goods unless written notice is received by **AMI** within seven days after delivery of the goods to the customer.
- 3.7 The signature of any employee or agent of the customer which appears on **AMI** Official note or way-bill or the delivery note of any authorized independent carrier shall constitute conclusive evidence of delivery of goods purchased.
- 3.8 If more than one delivery is to be made, then the provisions of the clause 3 shall apply to each delivery.
- 3.9 The time of delivery shall not be of the essence of the contract.
- 3.10 The sale of the items reflected on the invoice in question does not include installation, erection or commissioning unless otherwise specifically referred to.
- 3.11 In terms of the Consumer Protection Act 68 of 2008 all **AMI** supply of stock have an implied stock warranty that the stock is reasonably suitable for the disclosed purposes for which they are intended.

## 4. EXCLUSIONS

The customer shall not have any claim whatsoever against **AMI** to carry out any of its obligations as a result of causes beyond **AMI** control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of **AMI**, riot, political or civil disturbances, the elements, any act of any State or Government, and delay in securing any permit, consent or approval required by **AMI** for the supply of goods or any authority or any other cause whatsoever beyond the absolute and direct control of **AMI**

## 5. DEFAULT

- 5.1 Should the customer default in paying his/its account strictly on due date or commits a breach of any of the terms and conditions of this contract or
- Being an individual, die or be provisionally or finally sequestrated or surrender or make application to surrender his estate or commit any act of insolvency; or
  - Being a partnership, the partnership is dissolved; or
  - Being a company or close corporation, is placed under a provisional or final order or liquidation or judicial management; or
  - Has a judgment recorded against it which remains unsatisfied for seven days; or
  - Compromises or attempts to compromise generally with any of the customer's creditors; or
  - Enters into any transaction which has the effects of changing the beneficial ownership of the customer's business; or
  - If the customer is a company or close corporation, enters into any transaction which has the effect of a change in the effective control of the company or corporation; then without prejudice to any other right it might have:
- 5.2 **AMI** shall be entitled, but not compelled, forthwith to demand that all amounts outstanding

by the customer from whatsoever cause arising be paid immediately; and

- 5.2 **AMI** shall be entitled to cancel any agreement which exists between it and the customer and suspend the carrying out of any of its then uncompleted obligations, in which event the customer shall have no claim or claims of whatsoever nature against **AMI** arising out of such cancellation or the suspension by **AMI** to carry out any obligations **AMI** rights in terms of 5.1 above shall not be exhaustive and shall be in addition to its common law rights.
- 5.3 No relaxation which **AMI** may have permitted on any occasion in regard to the carrying out of the customer's obligations shall prejudice or be regarded as a waiver of **AMI** rights to enforce its obligations on any subsequent occasion.
- 5.4 Upon the cancellation of the contract between **AMI** and the customer for any reason whatsoever;
- 5.4.1 all amounts then owed by the customer to **AMI**, from any cause whatsoever shall become due and payable forthwith; and
- 5.4.2 **AMI** may retake possession of all goods in respect of which ownership has not yet passed.
- ## 6. JURISDICTION
- 6.1 **AMI** shall be entitled but not obliged to institute any proceedings against the customer in any Magistrate's Court having jurisdiction over the customer notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court. Further, the customer agrees to be liable for all legal costs including costs on the scale as between attorney and his own client and collection charges and tracing costs.
- 6.2 A certificate signed by any director or manager of **AMI** showing the amount due and owing by the customer to **AMI** at any given time shall be prima facie evidence of the amount due by the customer and such certificate shall be sufficient for purposes of judgment or provisional sentence or other legal proceedings.
- ## 7. DOMICILIUM
- 7.1 The customer nominates its head office address as reflected on the face hereof as its domicilium citandi et executandi for service upon it on all notices and processes whether in connection with any claim or any sum due to **AMI** or otherwise.
- ## 8. NEGOTIABLE INSTRUMENTS
- Any promissory note, bill of exchange or other negotiable instrument received by **AMI** from the customer shall not be a novation of the debt for which it is given and the customer waives presentment, notice of dishonour and protest where applicable.
- ## 9. RETURN OF GOODS
- The credit / return policy of **AMI** is annexed to these terms and conditions of specifically incorporated herein.
- ## 10. INSURANCE
- 10.1 The customer shall at all times keep the goods sold to it adequately insured against all forms or loss.
- 10.2 Pending payment to **AMI** for goods purchased, all benefits in terms of the insurance of such goods are hereby ceded to **AMI**.
- ## 11. LAW APPLICABLE
- This contract of sale is governed by the laws of the Republic of South Africa.
- ## 12. GENERAL
- 12.1 No variation alteration or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in writing and signed by **AMI** and the customer.
- 12.2 No waiver or abandonment by **AMI** of any of its rights in terms of these terms and conditions shall be binding on it unless such waiver or abandonment is in writing and signed by it.
- 12.3 No indulgence, extension of time, relaxation or latitude which **AMI** may show, grant or allow to the customer shall constitute a waiver by it of any of its rights and **AMI** shall not thereby be prejudiced or stopped from exercising any of its rights against the customer which may have arisen in the past or which might arise in the future.
- 12.4 The provisions hereof shall prevail over any terms and conditions which the customer may purport to impose or apply and which are contrary to the terms hereof.
- 12.5 The customer hereby acknowledges and agrees that information concerning the credit worthiness of the customer may be disclosed to any registered credit bureau and/or for and/or to any other parties and/or suppliers.
- 12.6 The afore going terms constitute the entire agreement between **AMI** and the customer and **AMI** has not given to the customer any undertakings, warranties or representations apart from those set out herein.
- ## 13. CREDIT INSURANCE
- The Applicant is aware that it is a business practice of the Company to insure its debtor book if it chooses.
- The Applicant accordingly agrees that in the event the Company is unable to obtain such cover in respect of this Application, failure shall constitute sufficient grounds for the Company to refuse this application for incidental credit.
- ## 14. SUSPENSION / SETTING ASIDE OF THE GRANT OF CREDIT
- 14.1 The Applicant unequivocally agrees that in the event that the grant of credit is suspended or set-aside for any reason whatsoever, the Applicant :
- In the event that the goods, or a portion thereof can be recovered, the Applicant shall immediately notify the Company of the whereabouts of the goods for which payment has not been made, and unequivocally accede the Company's rights of ownership over such goods;
- 14.2 In the event that the goods cannot be recovered, the Applicant unequivocally agrees that it has been unjustly enriched in the sum of all the amounts outstanding to the company, and shall furthermore make immediate payment of all such amounts to the Company on the basis of such unjustified enrichment.
- ## 15. CREDIT LIMIT APPLICABLE
- It is hereby agreed that the granting of credit is at the sole discretion of **AMI** and that in the event of granting incidental credit as requested, the Applicant shall;
- 15.1 At all times, conduct itself within the terms applicable to such grant of incidental credit;
- 15.2 In the event that the agreed credit limits is exceeded, Applicant agrees that;
- 15.2.1 The amount of such excess was requested by the Applicant;
- 15.2.2 The excess does not constitute a breach by the Company of its obligations to the Applicant;
- 15.2.3 The Company may increase the credit limit applicable at its discretion as contemplated by the Act.
- IN THE EVENT THAT NO ADDITIONAL CREDIT LIMIT IS PROVIDED, THE ACCOUNT WILL BE SUSPENDED UNTIL THE ACCOUNT IS BROUGHT BACK TO THE APPROVED CREDIT LIMIT. AMI reserves the right, at its sole discretion to, suspend any account, or to increase the credit limit, or to apply to increase the credit limit of any Applicant account or to reduce the credit limit of any Applicant account.**

SIGNATURE(s) Of Applicants Representative(s): \_\_\_\_\_

## RETURNS POLICY

Please take note of our goods returned for credit policy. No stock will be accepted back for credit if:

1. Our representative/management have not authorized the return.
2. The original invoice is older than ONE month.
3. The goods and/or packaging are not in a re-saleable condition.
4. The goods have customer pricing or labels on.
5. If, in the exercise of its discretion, Auto Mechanical and Industrial Traders (Pty) Ltd shall agree, at the request of the customer, to accept the return of any goods for credit, which goods were correctly supplied by Auto Mechanical and Industrial Traders (Pty) Ltd and are not faulty or subject to any claim, then Auto Mechanical and Industrial Traders (Pty) Ltd shall be entitled without the necessity of any further agreement to claim from the customer a handling charge no less than 20% (twenty percent) of the invoice price of the goods returned.

Invoice numbers must be supplied when returning stock for credit and stock must be in the original undamaged packaging.

Any stock returned by transport will be for senders account. Special buyout orders will not be accepted for credit under any circumstances. Special MTO (Made To Order) items will not be accepted for credit.

Machines returned for repair will not be credited or exchanged, but will be repaired and returned to the customer (charged or under warranty).

Please note that all returns must be authorized before you return stock.

<b>Full Name:</b>		<b>Date</b>	
<b>Signature:</b>			