PRIVATE AND CONFIDENTIAL

NORTECH

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APPLICATION FOR CREDIT FACILITIES AND ACCEPTANCE OF TRADING TERMS AND CONDITIONS

THIS SECTION FOR OFFICE USE ONLY

APPROVED ☐ REJECTED ☐ CREDIT LIMIT:……

DATE::…….. TERMS:…….

REP. CODE: …… COMMENTS:……
……..…..
…….
…….. …….

FINANCIAL MANAGER

Name of Applicant/Purchaser: ……

PROCEDURES REGARDING CREDIT APPLICATIONS

Due to the increase in Fraud, Stolen Cheques, People Absconding, Moved premises, Changing of Directors, Change of Company Name, False Identification, it has become necessary for us to implement the following procedures regarding Credit Application:

With regard to the specific circumstances of each application, the following will be required:

1. If the Applicant is a Company:

- A copy of the Certificate of Incorporation must be Attached.
- All Directors must sign the application in the absence of a resolution authorising a specific director/employee to sign the application.
- A copy of the Identity Document(s) or valid proof of identity of all Director(s) signing the Application must be attached.

2. If the Applicant is a Close Corporation:

- A copy of the Certificate of Incorporation must be Attached.
- All members must sign the application in the absence of a resolution authorising a specific member/employee to sign the application.
- A copy of the Identity Document(s) of all Member(s) signing the Application must be attached.

3. If the Applicant is a sole proprietor, the sole proprietor must sign.

4. If the Applicant is a partnership – one of the partners to sign.

SHOULD THE ABOVE CONDITIONS NOT BE FILLED IN, YOUR CREDIT APPLICATION WILL NOT BE APPROVED.

APPLICATION FOR CREDIT FACILITIES

Please complete all sections accurately, as this will avoid unnecessary delay. In terms of this agreement, the person/entity completing this application form shall be described as the "Applicant".

TRADING NAME OF BUSINESS: (Applicant) ……

PHYSICAL ADDRESS: ……

……

POSTAL ADDRESS: ……

TELEPHONE NUMBER: …… FACSIMILE NUMBER: ……

EMAIL: …… WEBSITE: ……

NAME OF COMPANY: REGISTERED OFFICE:

…… ……

..... ……

..... ……

.....

.....

COMPANY REGISTRATION NUMBER:……

HOW LONG HAS BUSINESS BEEN ESTABLISHED: ……YEARS

DATE OF REGISTRATION: ……

ESTIMATED MONTHLY PURCHASES: ……..... CREDIT LIMIT REQUESTED: ……

CURRENCY: …… (EURO, GBP etc.).

DIRECTORS'/MEMBERS'/PARTNERS'/OWNERS'FULL NAME AND PARTICULARS:

1. DIRECTOR'S/**MEMBER'S/**OWNER'S NAME: ……
   RESIDENTIAL ADDRESS: ……
   DATE OF BIRTH: ……
   IDENTITY NUMBER: …… HOME TEL. No.: ……

2. DIRECTOR'S/**MEMBER'S/**OWNER'S NAME: ……
   RESIDENTIAL ADDRESS: ……
   DATE OF BIRTH: ……
   IDENTITY NUMBER: …… HOME TEL. No.: ……

3. DIRECTOR'S/**MEMBER'S/**OWNER'S NAME: ……
   RESIDENTIAL ADDRESS: ……
   DATE OF BIRTH: ……
   IDENTITY NUMBER: …… HOME TEL. No.: ……

BANK INFORMATION:

NAME OF BANKERS: …….. BRANCH: …….

ACCOUNT NUMBER: …….. SWIFT CODE: …….

STATE NAME IN WHICH THE ACCOUNT IS OPERATED: …….

PLEASE STATE IF BUSINESS OR PROPRIETOR HAS EVER BEEN INSOLVENT OR OFFERED A COMPROMISE TO CREDITORS:……..

CONTACT PERSON IN ACCOUNTS DEPARTMENT: ……..

DETAILS OF PRINCIPAL TRADE SUPPLIERS:

1. NAME OF SUPPLIER:
   TELEPHONE: (CODE) : …….. (NUMBER): ……
   AVERAGE MONTHLY PURCHASE: R ……. TERMS: …….
   CONTACT PERSON: ……..
2. NAME OF SUPPLIER:
   TELEPHONE: (CODE) : …….. (NUMBER): ……
   AVERAGE MONTHLY PURCHASE: R ……. TERMS: …….
   CONTACT PERSON: ……..
3. NAME OF SUPPLIER:
   TELEPHONE: (CODE) : …….. (NUMBER): ……
   AVERAGE MONTHLY PURCHASE: R ……. TERMS: …….
   CONTACT PERSON……..

I, the applicant or its duly authorised agent do hereby apply for credit facilities with NORTECH and in consideration thereof I hereby bind the applicant to the standard terms and conditions attached hereto. I confirm having read the terms and conditions and understand the contents thereof.

I warrant that the information submitted above is true and correct, and that all other terms and conditions of sale are as reflected below.

Signed by applicant or its duly authorised agent who hereby warrants that he is authorised to sign **on** behalf of the applicant:

SIGNATURE: …… DATE: ……..

FULL NAME: …….

CAPACITY: …….. COMPANY STAMP: …….

STANDARD TERMS AND CONDITIONS

GENERAL

1. These facilities are granted on the basis of the conditions contained in this application.

2. These conditions shall be read with and shall supplement any specific conditions of sale contained in any subsequent agreement. If any of the conditions of sale conflict with the terms of this contract, the terms of this contract shall prevail.

3. A certificate signed by any director of NORTECH (the creditor) showing the amount owing by the applicant to the creditor in respect of the credit facilities granted to the applicant and of the fact that the amount is due and unpaid shall be sufficient and satisfactory proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt or insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the applicant to prove that such amount is not owing (and/or due and unpaid).

4. All overdue sums shall bear interest monthly per the settlement policy in place, reckoned monthly in advance from due date to date of payment.

5. Notwithstanding the amount which may at any time be owing by the applicant to Nortech, the applicant hereby specifically consents in terms of section 45 of the Magistrates' Court Act (No. 32 of 1944 as amended) to the jurisdiction of the Magistrates' Court having jurisdiction over the applicant for the determination of the said court which may be brought by Nortech against the applicant arising out of any transaction between us, it being understood that Nortech shall be entitled but not obliged to bring any action or proceeding in the said court and that all cost including those on an attorney/client scale and attorney's collection commissions will be paid by the applicant.

6. This contract shall be enforced and interpreted in accordance with the laws of the Republic of South Africa. The parties hereto submit themselves to the jurisdiction of the High Court of South Africa, Natal Provincial Division and the Magistrate's Court for the district of Pietermaritzburg.

7. By his/her signature hereto the signatory binds himself/herself in his/her private and individual capacity as surety and co-principal debtor with the applicant for the payment to Nortech of any amounts which may at any time become owing to Nortech by the applicant from whatever cause arising. This guarantee shall be a continuing guarantee to Nortech and then only provided that all sums then owing by the applicant (whether due or not) to Nortech have been paid in full. He/she renounces the benefit of the legal exceptions "non-clause debiti", "ordinis seu exeussionis et divisionis" and "cession of action" with the force meaning and effect of which he/she declares himself/herself to be fully acquainted. He/she binds themselves to the conditions contained in these conditions.

8. In the event of the applicant defaulting in making payment of any amount that has become due and owing then the full balance outstanding will become due and payable without notice to the above applicant. Any certificate issued in terms of (3) above shall be binding in any action brought against the surety and co-principal debtor.

9. The granting, refusal or withdrawal of credit facilities, including the nature and extent of such facilities and the payment in terms thereof shall at all times be at the sole discretion of Nortech who may withdraw same at any time without any prior notice to the Applicant.

10. PRICE

The purchase price of the goods as detailed in any invoice is strictly net and shall not be subject to any discount whatsoever, unless otherwise stated in writing.

Unless the contract specifies fixed prices:-

a) All Nortech's quotations and prices are subject to alteration without notice;

b) the prices applicable to the contract shall be the ruling prices per item on the date that Nortech accepts the order subject to the customer having the right to resile from the contract within 7 days of the acceptance by Nortech of the order if the price applicable is higher than the price at the date on which the order was placed;

c) Nortech prices are prices ex-factory at Pietermaritzburg and are exclusive of Value Added Tax (VAT);

d) All prices are based on circumstances prevailing at the date on which the contract is concluded and any price changes occurring between the date of the contract and the date of delivery brought about by legislation, the imposition of taxes, levies or other charges shall be for the account of the customer.

11. **PAYMENT**

a) Payment shall not be set off against or withheld on account of any counterclaims of the Applicant unless same is acknowledged by Nortech in writing.

b) In the event of the Applicant tendering a cheque or any other negotiable instrument, then payment will only be deemed to have been made once the said cheque or negotiable instrument has been met by the relevant bank or paying authority.

c) All bank charges shall be for the Applicant's account and shall be accepted by the Applicant as such.

d) All payments made to Nortech shall be made at the address of Nortech set out on the face hereof or at such address as Nortech may from time to time designate in writing.

e) Nortech shall accept electronic payments in South Africa only and only if Nortech advises the Applicant in writing that it is prepared to do so.

f) Payment may only be made by the Applicant to Nortech in the currency in which the Applicant is invoiced by Nortech.

12. RESERVATION OF OWNERSHIP

Notwithstanding delivery, all goods sold by Nortech shall remain the sole property of Nortech until full payment has been received therefore by Nortech to all amounts due by the Applicant to Nortech.

13. RISK

(a) Notwithstanding any retention of ownership by Nortech, all risk in and to the products shall pass to the APPLICANT on delivery in accordance with these conditions.

(b) In the event of the goods being delivered by Nortech to any third party on the instructions of the APPLICANT, the APPLICANT shall be deemed to have agreed that a signature on behalf of the third party on Nortech's delivery note shall constitute a valid receipt by the APPLICANT for the goods.

14. DELIVERY

a) Save where the contrary has been agreed in writing

(i) time for delivery shall not be the essence of any agreement between the Applicant and Nortech;

(ii) any date for delivery furnished by Nortech is estimated and Nortech shall not be liable for any delay in delivery (whatever the cause of such delay) nor for any loss or damage caused thereby or for any consequential loss or damage arising therefrom.

b) Delivery of goods shall be deemed to be effected under cover of a Proof of Delivery note (POD) as made out by the Freight Company delivering the goods to the Applicant.

c) Unless Nortech receives notice within three (3) working days of receipt by the Applicant of a consignment of goods that there was a shortfall or error in the consigned goods it shall then be deemed that the goods delivered were correct in all respects and that the delivery note/invoice correctly reflects the delivery and receipt thereof.

15. SALE OF BUSINESS

If the business is an unincorporated business or partnership then notwithstanding the sale of the business by the sole proprietor or partners, the sole proprietor or partners (jointly and severally) at the date of delivery of the goods to the Applicant shall be liable for payment to Nortech of all amounts owing to Nortech in respect of the goods delivered.

16. E**STOPPEL**

In the event of any order being given to Nortech on the Applicant's official order form, the Applicant shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised to do so.

17. COSTS

Should Nortech institute any application or action against the Applicant in respect of any monies owing by the Applicant to Nortech, then the Applicant shall pay to Nortech all costs incurred thereby including attorneys fees on the basis of "Attorney and own Client" and furthermore all collection commission.

18. **CESSION**

Nortech shall be entitled to cede to any holding, subsidiary affiliated company or business any of its rights to any agreement existing between the Applicant and Nortech or to any right arising out of sale of any goods by Nortech to the Applicant or arising in any way whatsoever.

19. **DOMICILIA**

Nortech and the Applicant choose as the respective domicilia citandi et Executandi for all purposes in terms of this agreement the premises of the Applicant and the address of Nortech, both as printed or written in the body hereof.

20. **DISCLOSURE OF FINANCIAL STATEMENTS**

The Applicant will make available to the Credit Manager/s of Nortech the financial statements and balance sheets for any periods which may be requested by the Credit Manager/s.

21. ENTIRE AGREEMENT

a) These conditions constitute the whole and entire agreement between the parties. Any previous conditions or agreements in conflict with the provision herein contained are hereby cancelled and there are no agreements, representations or warranties between them other than those specifically set forth herein.

b) No indulgences on the part of any party in exercising any rights conferred upon such party in terms of these conditions shall constitute a waiver of such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other rights under these conditions.

d) No variation or modification of these conditions shall be of any force or effect unless the same shall be confirmed, in writing, and signed by both parties, and then such variation or modification shall be effective only in the specific instance, and for the purpose and to the extent for which it was made or given.

22 PAYMENT TERMS & CONDITIONS

Payment terms are Telegraphic Transfer in advance of shipment, unless otherwise agreed to in writing by Nortech. Any variation in terms which could include incentive rebates will be in force only for the duration of the Financial year to which it will apply. It is nevertheless agreed that such terms and conditions will only remain in force as indicated and only whilst the Applicant's account is conducted in a sound manner and whilst the Applicant is not at any time liquidated or sequestrated either voluntary or otherwise.

23 DRAWINGS AND COPYRIGHT

Drawings, descriptive matter, weights and dimensions submitted by Nortech are given only for the purpose of representing a general description of the product and are not necessarily correct in detail unless we have specifically warranted their accuracy in writing. The copyright in all drawings, descriptive matter and other documents submitted by Nortech remain Nortech property and must be returned upon demand.

24 INSTALLATION

- The Applicant agrees that where Nortech attend to any installation, they are to give Nortech sufficient access to the site, sufficient room for assembly and storage, water, electricity and toilet facilities as may be required.
- Unless otherwise stated in writing, the price does not include any alterations to the Applicant's premises, all of which shall be undertaken at the expense of the Applicant.

25 EXPORT

If the goods are exported to or on behalf of the customer the customer shall:-

a) unless the contract otherwise expressly provides ensure that the goods comply with any applicable regulations relating to the description, specification, use, packaging and importation of the goods to the country to which they are to be exported;

b) supply Nortech with all necessary information to enable it to comply with the import regulations current in that country and keep Nortech advised of any modifications thereto affecting any order in process;

c) compensate Nortech for any costs incurred in the execution or cancellation of any order if varied or stopped because of any regulation referred to above.