

CREDIT ACCOUNT APPLICATION FORM

CUSTOMER TRADING NAME: _____

FRANCHISE/FRANCHISE GROUP: _____

LINKED/EXISTING ACCOUNT/S: _____

CREDIT LIMIT _____

DATE: _____

ACCOUNT NUMBER: _____

DN Matrix / Matrix Group: _____

Approved by: _____

Account Terms: _____

Johannesburg H.O. Tel:(011)466 1885	Durban Tel:(031)702 5350	Cape Town (021) 551-6225	Bloemfontein Tel: (051) 447-2236	George Tel: (044) 878 1200	Nelspruit Tel:(013)755 1766	Port Elizabeth Tel:(041)374 8877	Polokwane (015) 293 0441
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Hychem Pty Ltd

Registration Number: 2012/045088/07

Directors: D.Naidoo (CEO), M G Cumming (Non Executive), E Rakhuduwe, S Olsen, A Venter (Non Executive)

Registered Name: _____ Registration No: _____
VAT Registration No: _____ Auditors: _____
Auditors Address: _____ Holding Company: _____

Postal Address: _____ Telephone No: _____
_____ Code _____ Fax No: _____
Registered Address: _____ Telephone No: _____
_____ Code _____ Fax No: _____
Delivery Address: _____ Telephone No: _____
_____ Code _____ Fax No: _____

PROPRIETORS/MEMBERS/DIRECTORS

1.	Full Name:	I.D. No:
	Position:	Tel. No:
	Address:	Postal code:
2.	Full Name:	I.D. No:
	Position:	Tel. No:
	Address:	Postal code:

(Please submit a separate list if there are more than 3 Partners/Members/Directors)

Average Monthly Purchase: _____
Credit Limit Applied for: _____
Credit Terms Applied for: _____

TRADE REFERENCES

1.	Suppliers Name:	Tel No:	Email:
2.	Suppliers Name:	Tel No:	Email:
3.	Suppliers Name:	Tel No:	Email:

BANKING DETAILS

Institution: _____ Branch: _____
Account No: _____ Branch Code: _____

CONTACT PERSONS

1.	Procurement/ Buyer:	Tel. No:	Email:
2.	Accounts Department:	Tel. No:	Email:
3.	Delivery Address Contact:	Tel. No	Email

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TERMS AND CONDITIONS

I/We, the undersigned, _____ in/my/our capacity as an authorised representative of the proposed debtor, hereby make application for a credit facility with Hychem.

- a) Warrant that the above information is true and correct;
- b) Certify that I am authorised to complete this form on behalf of the applicant;
- c) Consent to the jurisdiction of any Magistrates court by Section 28 of the Magistrates Court Act for the determination of any claim which would otherwise be beyond the jurisdiction of a Magistrate Court because of the amount of the claim;
- d) Acknowledge that credit facilities may be withdrawn at any time without prior notice;
- e) Agree that, should it become necessary for the Supplier to proceed against us in a Court of Law at any time, the whole amount outstanding on our account will immediately become due and payable notwithstanding the fact that a portion of the whole amount would be owing in accordance with the requested terms of payment and, furthermore, concede that a certificate, signed by a Director of the Supplier, shall be conclusive proof both of the existence of the debt, as well as the amount owing.
- f) We agree to abide by the Supplier's standard terms and conditions
- g) We further agree that should the credit facility be granted; the account will be conducted in accordance with the terms of payment as set above;
- h) Agree that if any amount is not paid within the agreed credit terms the supplier shall, without prejudice to its rights, be entitled to charge interest on all outstanding amounts at the maximum rate as charged by First National Bank Limited at the prevailing rate as permissible by law on the advice of our attorneys.
- i) In the event of any legal action being taken for recovery of amounts due, then the purchaser will be liable for all legal costs, including collection charges and all Attorney/Client costs. All payments made shall be allocated firstly toward such fees and charges and thereafter to interests and finally to capital.

CUSTOMER STAMP

Signature: _____ Witness: _____
 Signed at: _____ on this _____ day of _____ 20__

DEED OF SURETYSHIP

I/We, the undersigned, _____
 I.D. No.'s _____
 Of which address _____

I/we choose as our 'domicilium citandi et executandi' for all purposes, do hereby bind myself jointly and severally as surety /ties and co-principal debtor/s in solidum for the due fulfilment by:

Trading name: _____
 (Hereinafter referred to as "the Debtor") of all its obligations to

(Hereinafter referred to as "the Creditor") of whatsoever nature of howsoever arising and whether already incurred of which may from time to time hereafter be incurred. Should payment be demanded from me/us in terms of the Deed of Suretyship and should I/we fail to make payment on demand, I/we undertake to refund to creditor interest, at the prime rate charged by First National Bank Ltd on the sum demanded, calculated from the due date until the date of payment.

I/we hereby renounce the benefit of the legal exceptions, exclusions, divisions, cession of action, no value received of accounts and revision of accounts, with the force of which I/we acknowledge myself/ourselves to be fully acquainted.

Should I/we default in due performance of any of my/our obligations in terms of this Suretyship, all of which are material, then the Creditor shall be entitled to recover all costs disbursed by it to its attorneys in securing my/our compliance with the provisions hereof which costs may be taxed and recovered on the scale as between an attorney and client and shall include the costs of all necessary attendances, tracings, opinions given, whether action has been instituted or not, and collection commission.

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The creditor may, at its election, institute action against me/us arising out of this Suretyship in any Magistrate Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of the Court.

All notices required to be given to me in terms hereof shall be considered duly given if:

- a) Posted to me by registered post at the above address;
Or
b) Delivered at the above address

Where necessary for the Creditor to claim a sum of money from me/us, I/we accept that a certificate signed by the Creditor (or any of its officials) as to the amount of my/our indebtedness (or that of the Debtor) to the Creditor at the date of that certificate shall be prima facie evidence of the amount of that indebtedness unless and until I/we might be able to show the incorrectness thereof.

The Surety is a continuing covering surety and release from this surety must be cancelled in writing and acknowledged by the creditor.

I/We acknowledge and confirm that this surety was fully completed at the time of signature.

Thus, done and signed at _____ on this the _____ day of _____ 20__

CONDITIONS OF SALE

Hychem (the supplier) accepts orders and supplies goods to the purchaser in accordance with the following Conditions of Sale:

1. All prices quoted are subject to confirmation with the Supplier, and to goods being unsold at time of ordering, and are quoted excluding VAT. Prices are subject to adjustment and the list price applied shall be that ruling on the date of delivery unless otherwise agreed upon in writing.
2. Payment terms are to be adhered to, Overdue accounts will attract interest as from due date until payment is made, and the Purchaser shall the maximum rate as charged by First National Bank Limited as permissible by law on the advice of our attorneys.
3. Delivery of the product sold shall be deemed to have been affected:
 - a. In the case of products despatched by air, rail, ship or road carrier, upon consignment to the consignee;
 - b. In the case of products conveyed by Purchaser's own mode of transport, upon handing over of such products to the Purchaser or the Purchaser's agent.
4. The risk in the goods shall pass to the Purchaser at the point of delivery. Third party transport shall be deemed to the Purchaser's agent and risk in the goods shall be deemed to have passed to the Purchaser on the delivery thereof to the carrier, notwithstanding that the carriers charges may be paid for by the Supplier. The Purchaser shall be responsible as from the time of delivery for any loss or damage howsoever arising.
5. A purchaser may not return goods without the prior written consent of the Supplier. This consent can be withheld if the goods have been in the hands of the Purchaser for an unreasonable time for the products on question, or its condition is such that the goods cannot be resold as returned.
6. The purchaser shall have no claim whatsoever against the Supplier in respect on any loss or damage of a consequential nature which may be sustained by the Purchaser because of any defect in the product supplied, or as a result of late delivery. Under no circumstances whatsoever shall the Supplier at any time be held liable for any claims for indirect or consequential damages or loss (including loss of profits) that may be sustained or incurred by the purchaser, or for any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including, but not limited to, consequential damages) suffered by such other person, in connection with, or pursuant to any contract concluded with the Supplier or arising out of or related to the use of the goods sold by the Supplier and whether due to delays, defects, negligence or otherwise. The Purchaser hereby indemnifies and holds the Supplier harmless against any claims which may be made by third parties as contemplated above.
7. The Supplier shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by an authorised representative of the Supplier.
8. The Supplier reserves the right to refuse to recognise any complaint from the Purchaser in respect of specifications, quantity, package failure or short delivery of goods unless such complaint is lodged with the Supplier with 14(fourteen) business days of receipt of goods by the Purchaser on the Supplier's copy of the delivery note at the time of delivery.
9. Ownership of goods purchased will only pass from the Supplier to the Purchaser upon payment, irrespective of the credit terms arranged with the Purchaser.
10. Should these conditions of sale conflict with any of the terms of conditions shown on the Purchasers official order forms, the former will prevail.

Signed at _____ on this the _____ day of _____ 20__

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