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30 DAY CREDIT APPLICATION FORM

These forms should be completed in BLOCK CAPITALS
Please complete all sections and return with your company documents

Document Checklist

	Document Required	YES	NO
1.	Completed Credit Application		
2.	Company Registration (CIPC)		
3.	VAT/Tax Registration (SARS)		
4.	B-BBEE Certificate		
5.	Directors ID		
6.	COIDA Certificate		

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For Office Use Only

1. Credit Score:	
2. Account Terms approved:	
3. DN Matrix / Matrix Group	
4. Payment on opening order:	
5. Credit Limit Approved:	
6. Approved By:	

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Business Information

Registered Business Name:	
Company Trading Name:	
Trading Address:	
Delivery Address:	
Postal Address:	
Telephone Number:	
Email Address:	
Cell:	
Business Registration Number:	
Vat Registration Number:	

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Company Stamp

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PROPRIETORS/MEMBERS/DIRECTORS

1. Full Name:		1. Full Name:	
2. Position:		2. Position:	
3. ID number:		3. ID number:	

CONTACT PERSONS

Procurement/Buyer:	
Telephone Number:	
Email Address:	

Finance / Accounts Department:	
Telephone Number:	
Email Address:	

Delivery Address Contact:	
Telephone Number:	
Email Address:	

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CONSENT FOR CREDIT CHECK

I/We the undersigned, hereby authorise Hychem Pty Ltd and/or any of its associates to conduct credit inquiries and/or obtain credit reports in respect of my/our credit profile, as may be necessary, with the credit bureau of its choice.

Full Name:	
ID Number:	
Signature:	

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TERMS AND CONDITIONS

I/We, the undersigned, _____ in my/our capacity as an authorised representative of the proposed applicant ("the Purchaser"), hereby make application for a credit facility with Hychem Pty Ltd ("the Supplier").

a) Warrant that the above information is true and correct.
b) Certify that I am authorised to complete this form on behalf of the Purchaser.
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d) Acknowledge that credit facilities may be withdrawn by the Supplier at any time without prior notice.
e) Agree that, should it become necessary for the Supplier to proceed against the Purchaser 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 further agree that should the credit facility be granted the account will be conducted in accordance with the terms of payment as set out above.
g) Agree that if any amount is not paid within the agreed credit terms the Supplier shall, without prejudice to its rights, be entitled to immediately hand the account over to a 3rd party for collections and we, as the customer, will be liable for all costs incurred.
h) 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.

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CONDITIONS OF SALE

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 available 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 with overdue accounts attracting interest from due date until payment is made at the maximum rate charged by First National Bank as allowed by law.
3. Delivery of the product sold shall be deemed to have been affected:
    a. In the case of products dispatched 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, from the time of delivery, for any loss or damage, howsoever arising.

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5. The 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 in question, or their condition is such that the goods cannot be resold if returned.
6. The Purchaser shall have no claim whatsoever against the Supplier in respect of any loss or damage of a consequential nature which may be sustained by the Purchaser because of any defect in the product supplied, or because 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 within 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.

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I/we hereby confirm that I/we have read, understand, and agree to the above terms and conditions

Company Name:	
Authorized Signature:	
Title:	
Printed Name	
Date:	

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DEED OF SURETYSHIP

I/We, the undersigned, _____
ID Number: _____
Address_____

(which address I/we choose as our 'domicilium citandi et executandi' for all purposes related hereto)

do hereby bind myself/ourselves 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 **Hychem Pty Ltd** (hereinafter referred to as "the Creditor"), of whatsoever nature or 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, 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 thereof 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, the concepts of which I/we acknowledge myself/ourselves to be fully acquainted.

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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.

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 give if:

a) Posted to me by registered post at the above domicilium citandi et executandi address, or
b) Delivered to the above domicilium citandi et executandi address.

Where it is 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.

This Surety is a continuing covering surety and I/we can only be released from this Suretyship by the Creditor acknowledging such release and the cancellation hereof in writing.

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___