

## APPLICATION TO OPEN AN ACCOUNT

CUSTOMER NO. \_\_\_\_\_ CUSTOMER ACCOUNT NO. \_\_\_\_\_

### COMPANY DETAILS

Type of Entity:  Private Company  Close Corporation  Partnership

Sole Owner  Public Company  Trust

Account Status:  New Account  Account Update

Name of Registered Business \_\_\_\_\_

Vat No. \_\_\_\_\_ Reg/ID No. \_\_\_\_\_

If sole trader, state trading name \_\_\_\_\_

Address \_\_\_\_\_ Postal address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_ \_\_\_\_\_ Code \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Cell No. \_\_\_\_\_ E-Mail \_\_\_\_\_

Associate/Subsidiary/Holding companies – Nature of business \_\_\_\_\_

% Share Holding, \_\_\_\_\_ Assoc. \_\_\_\_\_

### CREDIT

Approx. total purchases per month \_\_\_\_\_ Rand \_\_\_\_\_

Name of person responsible for this account \_\_\_\_\_

Position \_\_\_\_\_

**PRINCIPALS**

Name	ID No.	Date Appointed	Date of Birth	% Share
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**BANKERS DETAILS AND COMMENTS**

Bankers \_\_\_\_\_ Account No. \_\_\_\_\_  
 Branch \_\_\_\_\_ Branch Clearing Code \_\_\_\_\_  
 Account name \_\_\_\_\_

**AUDITORS**

Name \_\_\_\_\_ Contact \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**PREMISES**

Are the premises from which you trade  Owned  Leased  Hired

If not owned – state name and address of landlord \_\_\_\_\_

**REFERENCES**

- Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Monthly Purchases R \_\_\_\_\_ Acc. Opened \_\_\_\_\_
- Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Monthly Purchases R \_\_\_\_\_ Acc. Opened \_\_\_\_\_
- Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Monthly Purchases R \_\_\_\_\_

Acc. Opened \_\_\_\_\_

**GUARANTEES/SURETIES**

Will Directors/Members be prepared to supply guarantees, if required?  Yes  No

Have Directors/Members given any guarantees?  Yes  No

To Whom \_\_\_\_\_

**SESSIONS/NOT ARIAL BONDS/LIQUIDATIONS/SEQUESTRATION**

Does the Company/CC have any notarial bonds registered against any of its assets?

Yes  No

If yes, specify \_\_\_\_\_

**Has the Company/CC ever**

**From date**

**Until date**

A. Been placed under judicial management? Yes/No \_\_\_\_\_

B. Been placed under provisional liquidation? Yes/No \_\_\_\_\_

C. Made an offer of compromise? Yes/No \_\_\_\_\_

D. Has the Owner/any Partner ever been sequestrated before? Yes/No \_\_\_\_\_

(if yes give details)

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that I am duly authorised to sign this application, a copy of which has been handed to me, and record that we agree to the terms and conditions stated therein and acknowledge that all business will be conducted in terms of the Terms and Conditions, which have been specifically brought to my attention and by which we hereby agree to be bound. I acknowledge having received a copy of the Standard Terms and Conditions.

Authorised Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Witness \_\_\_\_\_

Designation \_\_\_\_\_ Date \_\_\_\_\_



**DEED OF SURETYSHIP**

I, the undersigned \_\_\_\_\_ (Full Names),

ID No: \_\_\_\_\_, by my signature do hereby interpose and bind myself jointly and severally unto and in favour of 'THE SUPPLIER' its orders or assigns, as surety and co-principal debtor with the aforesaid applicant for the due and punctual payment by THE APPLICANT to THE SUPPLIER of any amount, which is now, or, which may here after become owing by THE APPLICANT to THE SUPPLIER from any cause of indebtedness however arising.

I hereby choose as my domicilium address, the address as reflected in paragraph 2(b) of Section 'A' of this application, being the address at which I shall accept services of all legal processes and documents.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_

AS SURETY AND CO-PRINCIPAL DEBTOR

Print Name \_\_\_\_\_

## TERMS & CONDITIONS OF TRADING

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 22

### DEFINITIONS

1. "Customer" means the company or individual purchasing the Equipment from the Company
2. "Customer Requirements" means those requirements set out in the technical proposal forming part of the Quotation
3. "Equipment" means all plant, machinery, equipment, scaffold and components which the Company agrees to sell to the Customer
4. "Company" means **SA SCAFFOLD MANUFACTURING (PTY) LTD**
5. "Quotation" means the quotation attached to these Conditions.
6. "Price" means the purchase price in the case of all Equipment for purchase as stated in the Quotation or as otherwise agreed between the Customer and the Company.

### CONDITIONS OF TRADING

7. The Quotation and these Conditions comprise all the terms of sale between the Company and the Customer to the exclusion of all other terms and conditions. No conduct of the Company or any of its employees shall constitute acceptance of any terms put forward by the Customer, and no addition to or variation of these Conditions shall be binding on the Owner unless agreed to and signed in writing by a director or the Owner. A verbal, faxed or e-mailed instruction by the Customer to deliver Equipment noted in the Quotation will constitute acceptance of the Quotation and these Conditions.
8. Any Quotation given by the Company is valid for (fourteen) days only from its date provided the Company has not previously withdrawn it.
9. The Company hereby sells to the Customer the Equipment at the Price upon the terms and subject to these Conditions hereinafter appearing.

### DELIVERY AND RISK

10. When the Equipment is ready for delivery the Company will give the Customer notice of readiness for collection. The Customer shall then give the Company 2 (two) day's written notice that either:
  - (a) It intends to collect the Equipment and the Customer shall then collect same on a date notified to the Company, which date shall be within 2 (two) days of such notice, or
  - (b) If previously agreed in writing that the Company shall provide transport, a request that such transport be provided at the Customer's sole expense and the Owner and Customer will then agree a date for delivery PROVIDED THAT time for delivery of Equipment by the Owner shall not be made of essence, and would not entitle the Customer to terminate the contract.
11. The Company will endeavor to have the Equipment ready for delivery by the date agreed for delivery or collection in accordance with Clause 10 but shall not incur any liability whatsoever nor shall the Customer be entitled to terminate the Contract, by reason of the Company's failure to deliver or have available for collection by the agreed date.
12. In the event that the Company agrees to deliver the Equipment, he shall deliver such Equipment to the Customer's site or address named in the Quotation. The Company shall arrange carriage of such Equipment to such site or address and the costs of and associated with such carriage, as specified by the Company to the Customer, shall be reimbursed to the Company forthwith by the Customer.
13. The risk in all Equipment delivered by the Owner in accordance with Clause 12 shall pass to the Customer as soon as the Equipment leaves the Company's premises. The risk in all Equipment collected by Customer from the Company's premises will pass to the customer immediately on collection.
14. The Company may deliver the Equipment by installments of any size and any order. Each separate installment shall be invoiced and/or paid for in accordance with the Contract.
15. The Company will prepare an Equipment delivery note for each delivery or collection Equipment describing the Equipment forming part of that delivery or collection. At the time of such delivery or collection, a copy of the delivery note will be given to the Customer and shall constitute proof of delivery or collection of the Equipment.
16. The quantity of any consignment of Equipment as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer produces conclusive evidence proving the contrary within 24 hours of the Equipment being delivered.
17. The Customer is responsible for the unloading of all Equipment at the Customer's site or address named in the quotation, and shall supply suitably qualified labour and plant to facilitate the same. The Company's employees and those of any transport company it employs are not responsible for the unloading of any Equipment at the Customer's site or address named in the Quotation and will not assist in same.
18. If the Company delivers to the Customer a quantity of Equipment of up to 5% more or less than the quantity accepted by the Company, then the Customer shall not be entitled to object or reject the Equipment by reason of the surplus or shortfall and shall liable for the costs of the Equipment at the pro rata Price.
19. Without prejudice to Clause 18 above, the Company shall have no liability to the Customer in respect of any shortfall in Equipment delivered unless the Customer gives the Company notice of the shortfall within 2 (two) days of delivery. If the Customer does give such notice, The Company may at its sole discretion either:
  - i. Make good the shortfall by one or more deliveries; or
  - ii. Reduce the Price pro rata to the Contract quantity.
20. The Customer shall not be entitled to reject any delivery on

the grounds of any excess or short delivery, but shall pay the Price or where the Company exercises the option in Clause 15 (ii) above, the pro rata Price in accordance with that provision.

21. If the Customer rejects the Equipment upon delivery or collection of the same for any reason other than the circumstances described in Clause 20, the Customer shall notify the Company forthwith. The Company will then examine the Equipment and if any are found not to conform to the Customer's Requirements, the Company may:
- At its own expense replace the Equipment found not to be in accordance with the Customer's Requirements; or
  - Reduce the Price pro rata to the Price payable in respect of the Equipment found not to conform to the Customer's requirements.

#### COMPANY'S LIABILITY

22. The Company shall exercise reasonable skill and care to ensure that the Equipment and any drawings, designs, measurements or specifications provided by the Company satisfies the Customer's Requirements subject to the following:
- The Company shall have no liability whatsoever for any alleged failure of the Equipment or for any drawings, designs, measurements or specifications supplied by the Company arising out of or in connection with any inaccurate, incomplete, conflicting or ambiguous information drawing design or specification supplied by the Customer and used by the Owner as the basis for providing the technical proposal forming part of the Quotation.
  - The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing, misuse or alteration or repair of the Equipment).
  - The Company shall have no liability in relation to parts, materials or equipment not supplied by the Company.
  - The Company shall have no liability for any alleged failure of the Equipment or any drawings, designs, measurements or specifications supplied by the Company to satisfy the Customer's Requirements if such failure is not notified by the Customer to the Company forthwith following the Equipment being delivered /collected as applicable.
  - The Company shall not be liable for any damage to property of any kind or any economic loss suffered by the Customer as a result of the failure of the Equipment or any drawings, designs, measurements or specifications supplied by the Company to conform to the Customer's Requirements including loss of profits, loss of business, loss of production, loss of goodwill or other consequential losses.
  - The Company shall have no liability if the Equipment is not fit for purpose and all other conditions, warranties, stipulations, and undertakings, whether express or implied unless specifically in terms of the Consumer Protection Act 2008 (Act No. 68 Of 2008)

#### PAYMENT

23. The Company will issue an invoice to the Customer for

the Price and any other amounts due in accordance with these conditions on the last working day of the month in which the Equipment is delivered or collected or in which other amounts become due and on the last working day of every month. Payment is due 30 (thirty) days from the date of the invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.

24. The Customer shall not withhold payment for whatever reason and shall be obliged to accept and pay the Price for all Equipment from any similar equipment of the Company or any other person in such a way that they remain identifiable as the Company's property which conforms to the Customer's Requirements.
25. In the case of Equipment for sale, where the Customer has not completed an Application form with the Company at the time of delivery of the Equipment, the Price of such Equipment together with any other amounts due under the Contract shall be invoiced and payable prior to or immediately upon delivery of the same. Payment may be made by credit card, debit card, EFT or cheque. Delivery/collection will only be affected on proof that payment for the equipment having cleared the Company's designated bank account.
26. The Owner may at any time stating their reasons, withdraw with immediate effect the Customer's credit facility.
27. All payments due hereunder (if not made by direct debit or banker's order) shall be made to the Company without any deduction or set-off for any alleged shortfall in delivery defect in quality or failure to conform to the Customer's requirements or other breach of contract. Payment shall be made at the Company's address stipulated in the Quotation or such other address as the Company may from time to time communicate to the Customer. EFT payments must be made into the Company designated bank account; proof of such payment must be submitted to the official fax or email addresses. Time shall be of the essence in respect of the payment of all sums due hereunder. Any payments sent by post shall be so sent at the risk of the Customer.
28. The Customer shall be liable for interest at 15.5% per annum on all invoices and/or other amounts due in accordance with these Conditions. The Customer agrees to pay all legal costs, including attorney and client costs, tracing agent's Fees and collection charges which the Company may incur in taking any steps pursuant to any breach or enforcement of these terms and conditions by the Customer whether or not legal proceedings are instituted.
29. The Price and any other amounts due in accordance with these Conditions is exclusive of VAT, if any, which shall be due at the rate prevailing on the date of the VAT invoice, and any other tax or levy which the Company is or shall be liable to pay or collect.
30. In the event of any breach by the Customer of any term warranty or condition of these conditions, the Customer shall

if required by the Company pay any invoice rendered to the Customer immediately.

31. The Company may appropriate any payment made by the Customer to such Equipment (including Equipment supplied under any other contract with the Company) as the Company may in its sole discretion think fit.

#### **OWNERSHIP**

32. In respect of the Equipment for sale, ownership in such Equipment shall not pass to the Customer until payment of the Price in full in accordance with these Conditions, and has been received by the Company.
33. Until ownership in the Equipment for sale passes to the Customer in accordance with these Conditions, the Customer shall hold them as Bailee for the Company and shall store them separately
34. The specification(s) drawing(s) and design(s) relating to the Equipment (including copyright, design right or other intellectual property in them) shall as between the Parties be the property of the Company. Where any designs, drawings or specifications has been supplied by the Customer then the Customer warrants that the use of those designs, drawings or specifications shall not infringe the right of any third party.

#### **TERMINATION**

35. If:
- a) The Customer (being an individual) dies or suffers an interim order (within the meaning of the Insolvency Act No. 34 of 1936) to be made against him or enters a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order or make any arrangement or compromise with his creditors; or
  - b) The Customer (being a limited company) enters into compulsory liquidation or voluntary liquidation (not being voluntary liquidation for the purpose of reconstruction or amalgamation only the terms of which have previously been approved by the Owner in writing); or
  - c) The Customer is placed under debt review applied for Business rescue or entered a Section 311- arrangement in terms of the new Companies Act No. 71 of 2008.
36. If and on each occasion on which:
- a) The Customer shall commit a breach of any of the other terms of the Contract (if capable of being remedied) shall fail to remedy the breach within 14 (fourteen) days after notice in writing from the Owner requiring the same; or
  - b) The Customer shall do or cause to be done anything whereby the Company's rights in the ownership may be prejudiced or put in jeopardy
  - c) If the Company so decides for any other reasonable cause then the Company shall have the right to terminate the Contract forthwith and for all purposes.
37. The Customer shall not be entitled to claim loss of profit or breach of contract in respect of any termination of these Conditions.

#### **MISCELLANEOUS**

38. The Company has designed, manufactured or procured the manufacture of and supplied the Equipment for and to the Customer on the basis of the written undertaking herein that the Customer will ensure that the Equipment will be safe and without health risks when being set, used, cleaned or maintained by the Customer, its employees and/or third party and on the basis that the Company is relieved from its duty under any relevant legislation, as is reasonable.
39. The Company will not be liable to the Customer in any civil proceedings brought by the Customer against the Company under any health and safety legislation and regulations where such exclusion of liability is permitted by law.
40. The Customer shall indemnify and keep indemnified the Company in respect of any liability, in respect of or in connection with the Equipment incurred directly by the Company under and relevant legislation.
41. The rights and remedies of the Company shall not be diminished, waived or extinguished by the granting of any indulgence or forbearance or extension of time by the Owner or by any failure or delay by the Company in asserting or exercising any such rights or remedies.
42. The Customer agrees that the Company may cede or transfer its rights under this contract and its ownership in the goods and insofar as such consent may be necessary, the Customer agrees upon such cession of transfer to hold the goods on the basis that ownership therein has passed to the cessionary or transferee subject otherwise to the terms of this contract and to the extent to which this clause may be construed as a stipulation altering in favor of such cessionary or transferee, the Customer agrees that the acceptance of cession of this contract by the cessionary or the transferee shall constitute an acceptance by the cessionary or transferee of the benefits arising out of this contract.
43. The Customer consents in terms of Section 45(1) of the Magistrates Court Act No. 32 of 1944 as amended in respect of any proceedings which may be instituted against it by the Company arising out of or in connection with this Contract, to the jurisdiction of any Magistrates Court which at the time of such proceedings has jurisdiction over it in terms of Section 28(1) of the said Magistrates Court Act. Notwithstanding the foregoing the Customer specifically agrees that the Company may in its sole discretion disregard the foregoing consent to jurisdiction and institute any proceedings arising out or in connection with this Contract in the Supreme Court of South Africa having jurisdiction.
44. A certificate under the hand of any director, any manager or secretary of the Company stating that any particular sum enactment or rule of law such provision or part shall to that extent be deemed not to form part of the Contract but the

or sums is/are due and payable by the Customer to the Company in terms of this Contract or stating the amount of any costs, charges or expenses taken into account in determining the amount of any claim in favor of the Company or against the Customer in terms of this Contract shall be admissible in any court of law and constitute prima facie proof of the contents thereof and shall constitute a liquid document for the purposes of summary judgment or provisional sentence.

46. Nothing in the Contract shall confer or purport to confer on any third party any benefit or right to enforce any term of the Contract in any way whatsoever.

47. The Contract shall be governed and construed in all respects in accordance with the laws of the Republic of South Africa and the Owner and Customer irrevocably submit to the exclusive jurisdiction of the South African Courts.

45. If any provision in the Contract shall be held to be void, illegal, invalid or unenforceable in whole or in part under any legality, validity and enforceability of the remainder of such agreement shall not be affected.



I hereby certify that I am duly authorised to sign this application, a copy of which has been handed to me, and record that we agree to the terms and conditions stated therein and acknowledge that all business will be conducted in terms of the Terms and Condition, which have been specifically brought to my attention and by which we hereby agree to be bound. I acknowledge having received a copy of the Standard Terms and Conditions.

Authorised Signature \_\_\_\_\_)

Name (please print) \_\_\_\_\_

Witness \_\_\_\_\_

Designation \_\_\_\_\_ Date \_\_\_\_\_

Company Rubber Stamp