



Synchron Markings (Pty) Ltd.
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SALES CONSULTANT

synchron

APPLICATION FOR CREDIT FACILITIES

1. Registered name of account to be opened:

Trading name _____
 Holding company _____
 Registration number _____ V.A.T. Number _____

2. Address:

Street address _____
 _____ Postal code _____
 Telephone number _____ Fax number _____
 Address for statements and invoices _____
 _____ Postal code _____

3. Nature of business:

Sole trader Private company Public company Other (specify)

3.1 Partners / Directors / Owners - name & address

a) _____
 b) _____
 c) _____

3.2 Business Premises

Owned Rented Leased

Name of landlord _____ Rent payable P.A. _____

4. Miscellaneous:

Estimated turnover per annum _____
 Estimated credit limit required _____

5. Bankers:

Name _____
 Branch _____
 Bank account number _____

6. Trade references:

a) Name _____ Telephone number _____

b) Name _____ Telephone number _____

c) Name _____ Telephone number _____

7. Name of person responsible for payment: _____

Telephone number _____ Fax number _____

Email address for Statements _____

8. Suretyships: (refer para. 13 of Terms and Conditions of Sales)

Partners / Directors / Owners binding themselves as sureties and collateral security offered.

a) _____

b) _____

c) _____

9. I, the undersigned, acting on behalf of the applicant and duly authorised thereto, do hereby warrant that the above information is true and correct and I do hereby accept and agree to the terms and conditions set forth on page 3 and 4, and which terms and conditions I acknowledge having read and understood.

Signature _____

Name and title of signatory _____

Date _____

FOR SYNCHRON USE ONLY

Authorisation by Financial Manager
who will have authority to increase
this amount from time to time: _____

Amount: _____

TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 In this Terms and Conditions of Sale:
- 1.1.1 "the Supplier" shall mean SYNCHRON MARKINGS (PTY) LTD, it's associates and subsidiaries.
- 1.1.2 "the Consumer" shall mean the person / enterprise / company with whom the Supplier contracts.
- 1.1.3 "the agreement" shall mean an agreement between the Supplier and the Consumer where the supplier will supply goods or services and defer the Consumer's obligations to pay any part of the cost of the goods or services; or to bill the Consumer periodically for any part of the cost of the goods or services; or any amount in terms of such goods and services.
- 1.1.4 "the Contract of Sale" shall mean the Application for credit facilities form, the Terms and Conditions and the formal written acknowledgement by the Supplier of the Consumer's order.
- 1.1.5 'prescribed time' shall mean 31 days from monthly statement.
- 1.1.6 The singular shall include the plural unless the context suggests otherwise.
- 1.1.7 The Sale of Contract contains the entire agreement between the parties and any other terms, provisions, conditions or cancellations, whether express or implied, are excluded; any variations, alterations or additions to this Contract of Sale shall have no force or effect or legal validity unless reduced to writing and signed by an authorised official of the Supplier.
- 1.1.8 No relaxation which the Supplier may give the Consumer at any time in regard to the carrying out of the Consumer's obligations in terms hereof shall prejudice or be a waiver of any of the Supplier's rights in terms hereof.
- 1.1.9 This agreement shall be interpreted in accordance with the Laws of South Africa.
- 1.1.10 These Terms and Conditions may be varied at the discretion of the Supplier from time to time and the changes will take effect 7 (seven) days from the date of written notice to the Consumer.
- 1.1.11 The Supplier may:
- 1.1.11.1 Perform a credit search on the applicant's record with one or more registered Credit Bureaux when assessing the applicant's application for credit.
- 1.1.11.2 Monitor the applicant's payment behaviour by researching his / her record at one or more credit bureaus.
- 1.1.11.3 Record the existence of the applicant's account with any Credit bureau.
- 1.1.11.4 Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting his / her obligations on the account.
- 1.1.11.5 Use information obtained from one or more credit bureaus to assess future credit applications by the applicant and members of his / her family.
- 1.1.11.6 The applicant acknowledged and agrees that any information regarding his or / her credit worthiness, defaults in payments to the Supplier, and details of how his / her account with the Supplier is conducted may be disclosed to any one of more credit bureaus.

2. CREDIT AGREEMENT

- 2.1 The parties acknowledge that the credit granted in terms of this agreement are payable within the prescribed time.

3. WARRANTY

- 3.1 All products sold by the Supplier are produced under controlled quality standards and are warranted to be free from defect in material and workmanship. Any material shown to our satisfaction to be defective within 30 days of delivery, will be replaced without charge. The Supplier will not be responsible for claims beyond replacement of the material sold.
- 3.2 The Supplier shall not be liable under any circumstances whatsoever, for any loss or damage of any nature whatsoever, whether direct or indirect, consequential or otherwise sustained as a result of any goods sold and delivered and / or installed by the Supplier, albeit due to designs, manufacture, quality components, recommended installation techniques and / or consequential claims by a third party, accident, fire, theft, insurance or for any reason whatsoever, that may arise from the use or installation of the goods.
- 3.3 All recommendations, information and descriptive literature concerning products sold by the Supplier are based upon research and experience and are believed to be reliable but do not constitute a warranty. All products are sold with the understanding that the purchaser will independently determine the suitability of the material for the purposes for which it was purchased.
- 3.4 No salesperson, representative or agent of the Supplier is authorised to give any guarantee, warranty or to make any representation in addition or contrary to the foregoing.

4. STORAGE

Goods not to be stored under extreme conditions. Roll or sheets should be stored in original cartons or package. For best results, store at normal conditions (20C / 50% RH) and rotate stock so that the oldest material is used first and within one year of purchase.

5. RETURN OF GOODS

All goods sold are non-returnable, except where defects in manufacturing are the cause of thereof. Claims can be made 30 days after receipt of merchandise. No returns accepted without authorisation. Should the Supplier agree to accept the return of any goods for credit, the consumer shall automatically and without the necessity for any further agreement, be liable to pay the Supplier handling charges of 10% on the invoice price of goods so returned.

6. PRICES

- 6.1 All prices are subject to alteration; an increase in price will be communicated to the Consumer before an order is made.
- 6.2 Prices quoted are exclusive of VAT.
- 6.3 Notwithstanding the provisions of 6.1 above, if prior to delivery or despatch there is any increase for whatsoever reason in the Supplier's cost of the materials or components, or in the statutory labour charges, the prices of the goods may be increased proportionately. The amount of the increase shall be certified by the Supplier's financial manager (or any person performing a similar function for the Supplier) and such certificate shall be proof of such increase.

7. ACCEPTANCE

- 7.1 The Supplier is entitled to impose a reasonable cancellation fee on any order in respect of which the Supplier has already made a commitment.

8. DELIVERY

- 8.1 Delivery of the goods shall be deemed to be effected:
- 8.1.1 in the case of goods despatched by rail, ship or road carrier, upon consignment thereof to such carrier; or
- 8.1.2 in the case of goods conveyed by the customer's own mode of transport, upon handing over such goods to the customer's agent or employee; or
- 8.1.3 in the case of goods to be installed by the Supplier's personnel, upon tendering the goods for installation and / or delivery.
- 8.2 Each delivery shall be deemed to be a separate contract in respect of the goods forming the subject matter of such delivery.
- 8.3 Whilst every effort will be made to deliver and / or despatch to any specific date and shall not be liable for any damages of failure to effect delivery / despatch timeously for any reason whatsoever.
- 8.4 Unless otherwise agreed between the Supplier and the Consumer in writing:
- 8.4.1 delivery shall be free on rail at the Supplier's factory or depot;
- 8.4.2 Transnet, the General Post Office and any carrier shall be deemed to be the agent for the Consumer.
- 8.4.3 If the goods are not sent 'railage to pay' or by local delivery, the Supplier shall be entitled to recover the cost of delivery from the Consumer.

9. BREACH

- 9.1 If any amount is not paid in terms of this contract, the Consumer shall be liable for interest at the maximum rate permitted by law from time to time in terms of and as governed by the National Credit Act No. 35 of 2005, as amended from time to time.

- 9.2 The Consumer will be deemed to have breached this agreement if he:
9.2.1 fails to pay any amount due by him to the Supplier on or before the due date; or
9.2.2 breaches any condition in terms of this agreement; or
9.2.3 acts in a way referred to in the Insolvency Act No. 24 of 1936, as amended; or
9.2.4 has a court judgement against him / and does not pay the amount of the judgement within 7 (seven) days unless the Consumer has appealed against the judgement; or
9.2.5 compromises or delays any payments owing by him to any of his Suppliers; or
9.2.6 dies, or if the Consumer is a partnership, the partnership dissolves. Or is a private company or a close corporation there is a change in shareholders or members or member; or
9.2.7 is provisionally or finally liquidated, sequestrated or placed under judicial management; or
9.2.8 generally does anything which may harm the Supplier's rights or cause the Supplier to suffer any loss or if the Supplier's rights under any security given are lessened, lost or harmed in any way.
- 9.3 Should the National Credit Act be found not to apply to this agreement, if applicable, should any one of the above events happen, the Supplier may, without detracting from any other remedies or rights, be entitled to summarily cancel the contract of Sale of any goods to the Consumer, this may be done without due notice to the Consumer; or they may claim specific performance of all the Consumer's obligations, whether or not such obligations would have otherwise have fallen due for performance. In either event this will not prejudice the Supplier's rights to claim damages.
- 9.4 Should the National Credit Act apply to this agreement, if applicable, should any one or more of the above events happen, the Supplier may, without detracting from any other remedies or rights, proceed with enforcement of the Agreement, as set out in Chapter 6 Part C of the Act. Should the Supplier elect to enforce the Agreement, the procedure set out hereunder will be followed:
- 9.4.1 A letter will be dispatched to the Consumer drawing his / her attention the default under this agreement.
- 9.4.2 A Consumer that is a natural person has the right to refer the agreement to a debt counsellor, alternate dispute resolution agent, consumer Court or Ombudsman with jurisdiction, with the intention to resolve the dispute and agree to plan to bring the payments under the agreement up to date.
- 9.4.3 Legal proceedings will not be commenced against the Consumer unless:
- 9.4.3.1 The Consumer has been in default for at least 20 (twenty) business days.
- 9.4.3.2 At least 10 (ten) business days have elapsed since the default letter or notice referred to above has been delivered (which ten day period may run concurrently with the twenty day period);
- 9.4.3.3 The Consumer has failed to respond to the default letter or has responded rejecting the proposals; and
- 9.4.3.4 The goods have not been surrendered in terms of section 127 of the Act.
10. **OWNERSHIP**
- 10.1 Ownership of the goods shall not pass to the Consumer until the full purchase price is paid.
- 10.2 All risk in the goods shall pass on delivery to the Consumer or it's agent.
11. **JURISDICTION**
- The parties hereby consent to the jurisdiction of the Magistrate's Court in terms of s 45(1) of the Magistrate's Court Act No. 32 of 1944, as amended, in respect of any proceedings which may be instituted for the recovery of any amounts whatever, and to the jurisdiction of that Magistrate's Court having jurisdiction over in terms of s 28(1) of the aforesaid Act.
12. **ARBITRATION**
- 12.1 In the event of any dispute arising between the parties, which they are unable to resolve by discussion, such dispute may be referred to an independent person of good repute and standing, who may be an accountant, attorney, advocate or other professional person, chosen as fits the dispute concerned.
- 12.2 Such person shall be appointed by the President at the time of either the Cape Law Society or the Institute of Chartered Accountants.
- 12.3 Such person shall act as an expert and not an arbitrator.
- 12.4 Either party shall be entitled to call upon him to issue a report within a limited and specified time, being a reasonable time under the circumstances.
- 12.5 The parties shall share the costs of the arbitrator's decision equally unless he gives a certificate that the conduct of either party is such that it should bear all the costs.
13. **CREDIT FACILITIES**
- 13.1 Such credit facilities granted to the Consumer shall be the Suppliers sole and absolute discretion provided it supplies written reasons for the refusal of such credit. The Supplier may withdraw a credit facility provided to a Consumer provided it supplies one week's written warning of such withdrawal to the Consumer giving reasons for such withdrawal.
- 13.2 Should extended credit facilities be required, the Consumer agrees to make application in the proper form to the Supplier and undertakes furthermore to furnish the Supplier with all information reasonably required to enable its request to be considered, until such extended credit facilities have been approved In writing by the Supplier, same shall be deemed not to have been granted.
14. **CERTIFICATE OF INDEBTEDNESS**
- A certificate signed by the Director of the Supplier showing the amount due and owing by the Consumer at any given time shall be sufficient *prima facie* of such indebtedness for the purposes of all legal proceedings, and to enable the Supplier to be granted a Provisional Sentence Summons and / or Summary Judgement.
15. **MATERIAL CHANGES**
- I / We hereby agree and undertake to forthwith notify you of any material factor which might have bearing on my / our credit facilities which may be extended by your company and furthermore, undertake to forthwith notify you of any material change of or concerning Consumer.
16. **DOMICILIUM CITANDI**
- The Consumer hereby nominates it's address reflected on the face hereof as it's *domicilium citandi et executandi* for service upon it of all notices and processes in connection with any claim for any sum due to the Supplier arising out of credit granted to the Consumer by the Supplier.
17. **SURETYSHIPS** (see paragraph 8. Application for credit facility)
- 17.1 The partners, Directors or Owners of the Consumer as reflected on the face hereof, do hereby bind and interpose themselves as Sureties and Co- Principal Debtors on behalf of the Consumer to and in favour of the Supplier for the due and proper fulfilment of all the Consumer's obligations from time to time, renouncing *benefits of excussion, division and cessation* of action, the full meaning and effect whereof we know and understand.
- 17.2 We accept the terms and conditions to which the Consumer is subject as set forth above, agreeing that it shall bind us
- 17.3 We agree that all acknowledgements, indebtedness and admissions by the Consumer shall be binding on us.
- 17.4 We undertake to sign an additional Deed of Suretyships (which has been exhibited to us), and / or furnish such additional security as we may be called upon to do so by the Supplier in relation to the aforesaid debt, and to sign all documents in this regard.