

APPLICATION FOR CREDIT FACILITIES

Full registered name of business:.....
.....

Trading name (if not as above) :.....
.....

Type of business : Private Company Public Company Sole Proprietorship
(Tick appropriate box) Close corporation Partnership Trust

Date of registration of business / company :
.....

Registration no. :
.....

Vat registration no. :
.....

Name of Holding company if a subsidiary or part of a group :
.....

Telephone number : (Area code).....(No.).....

Fax number : (Area code)(No.).....

E-mail :

Physical / Delivery address:.....
.....

.....Postal code :

Postal address to which accounts must be sent :
.....Postal code :

Name of person responsible for payment of account :
.....

Initials



Africa's leading manufacturer and distributor of electronic security products.

If part of a group, from where are accounts paid:.....

City :.....

Telephone number : (Area code) (No.).....

Fax number : (Area code) (No.)

Details : Directors Members Partners Proprietors

1. Full name & I.D. No.:

.....

Residential address :.....

.....

Telephone number : (Area code) (No.) (Cell No.).....

2. Full name & I.D. No.:

.....

Residential address:.....

.....

Telephone number : (Area code) (No.) (Cell No.).....

3. Full name & I.D. No.:

Residential address :.....

.....

Telephone number : (Area code) (No.) (Cell No.).....

4. Full name & I.D. No.:

Residential address :.....

.....

Telephone number : (Area code) (No.) (Cell No.).....

Credit limit required :

Premises owned or rented :

Owned

Rented



Africa's leading manufacturer and distributor of electronic security products.

If rented, name of landlord :

Landlords phone no. (for credit reference) : (Area code) (No.).....

Does your annual turnover exceed R1M? :	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is your asset value less than R1M? :	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have you ever been declared insolvent? :	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If yes, give details :

How long has the company been in operation ?:
.....

Name of bankers :
.....

Branch : Account No. :

Branch Code : Type of account : Cheque Savings

Name of cheque account if not in the name of the business i.e. Name appearing on cheque :
.....

N.B. Please supply a blank, cancelled cheque

Trade references (industry related) :

1. Company name :
.....

Telephone number : (Area code) (No.) (Acc No.).....

2. Company name :
.....

Telephone number : (Area code) (No.) (Acc No.).....

3. Company name :
.....

Telephone number : (Area code) (No.) (Acc No.).....

PERMISSION TO USE YOUR PERSONAL INFORMATION

By completing this Sale Agreement:

1. The Buyer hereby voluntarily authorises the Supplier to process the Buyer's and/or its employees personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Supplier).
2. The Buyer indemnifies the Supplier against any action by the employees of the Buyer insofar as processing of their personal and special personal information is concerned.
3. Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Buyer and the Supplier has been terminated.
4. By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.
5. The Supplier is the responsible party in respect of such personal information, as envisaged in POPIA and the regulations thereto and its address and contact details appear at the bottom of page 1 hereof.
6. The Supplier herewith warrants to take appropriate, reasonable technical and organizational measures to prevent: loss of, damage to or unauthorised destruction of the Buyer's personal information and unlawful access to or reproducing of the Buyer's personal information.
7. In the event that the Supplier becomes aware of any unauthorised use of the Buyer's personal information, the Supplier will notify the Buyer thereof.

PROTECTING YOUR SPECIAL PERSONAL INFORMATION

8. By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the Supplier.

YOUR RIGHTS IN TERMS OF THIS CONSENT

9. It shall remain the Buyers obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

TRANS-BORDER FLOW OF INFORMATION

10. The Buyer hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information must be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Buyer's behalf.

Initials

Signed by **THE APPLICANT** or its duly authorised signatory who hereby warrants that he / she is authorised to sign this document on behalf of **THE APPLICANT**, the empowering resolution already having been passed and filed in **THE APPLICANT'S** minute books.

FOR THE APPLICANT

Signed at this day of
Before the undersigned witness.

Full Name :Signature :

Designation :

WITNESSES

Full Name :Signature :

Full Name :Signature :

NB !!! Credit application will only be processed upon receipt of original application form

STANDARD TERMS AND CONDITIONS

THE APPLICANT hereby applies for credit facilities with **INHEP ELECTRONICS HOLDINGS (PTY) LTD** and in consideration thereof **THE APPLICANT** does hereby irrevocably accept the following terms and conditions.

Agreement

1. **THE APPLICANT** agrees that these terms and conditions supercede all previous terms and conditions of sale without prejudice to any securities or guarantees held by **INHEP ELECTRONICS HOLDINGS (PTY) LTD**.
2. No agreement in variance of the terms and conditions hereof shall be binding on the parties unless reduced to writing and signed by both parties.
3. The price of the goods shall be the usual price current at the time of dispatch of the goods. **INHEP ELECTRONICS HOLDINGS (PTY) LTD'S** price list shall be considered merely as a guide to **THE APPLICANT**. **INHEP ELECTRONICS HOLDINGS (PTY) LTD** has the right from time to time, for any reason and without notice to **THE APPLICANT**, to change the prices of any of its goods, whether such prices are reflected on the price list or not.
4. Ownership in and to all goods delivered to **THE APPLICANT** shall remain vested in **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, until such time as all amounts due and payable to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** at any time have been paid in full. The risk in all goods supplied shall pass to the client upon delivery.
5. **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, shall not be liable for any loss of profit or damage sustained by the client, whether such damage be direct or indirect, consequential or otherwise arising as a result of the supply of defective goods, the late supplying thereof or for any other reason whatsoever.

Quotations

6. All quotations will remain valid for a period of 30 days of the quotation.

Initials

7. All quotations are subject to the availability of the goods or services and subject to correction of bona fide errors by **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, and the prices quoted are subject to any increase in the cost price, including currency fluctuation, of **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, before acceptance of the order.
8. Repair costs and repair times given are estimates and are not binding on **INHEP ELECTRONICS HOLDINGS (PTY) LTD**.

Delivery

9. In all cases where delivery to **THE APPLICANT** occurs by carrier, the carrier shall be deemed to be **THE APPLICANT'S** agent and delivery to such carrier by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** shall be deemed to be delivered to **THE APPLICANT**. The signature of any employee of the carrier shall be prima facie proof of proper delivery to **THE APPLICANT**.
10. Delivery of goods to any delivery address given by **THE APPLICANT**, shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of **THE APPLICANT**.
11. The signature and / or instruction of any employee, acting in the course and scope of his employment with **THE APPLICANT**, will constitute proper instruction. Signature by **THE APPLICANT** or by any representative of **THE APPLICANT** of **INHEP ELECTRONICS HOLDINGS (PTY) LTD'S** invoice, delivery note or any other official document shall be regarded as acceptance by **THE APPLICANT** that the goods reflected in such invoice, delivery note document have been properly and completely delivered.
12. In the event that **INHEP ELECTRONICS HOLDINGS (PTY) LTD** makes delivery to **THE APPLICANT** in instalments each instalment shall be deemed to be the subject of a separate contract and non-delivery of any instalment shall not affect the balance of the contract or entitle **THE APPLICANT** to cancel the contract.

Warranty

13. No warranties, undertakings or representations other than those contained in this agreement shall be binding on **INHEP ELECTRONICS HOLDINGS (PTY) LTD**.

Payment

14. All payments will be effected strictly 30 (thirty) days net from date of statement. In the event of **THE APPLICANT** defaulting in making payment of any amount that has become due and owing, the full balance outstanding (whether due or not) will immediately become due and payable without notice to **THE APPLICANT**. Should **THE APPLICANT** fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever **INHEP ELECTRONICS HOLDINGS (PTY) LTD** shall be entitled to withdraw or reverse any agreed discount or rebate.
15. All cheque payments are to be made payable to **INHEP ELECTRONICS HOLDINGS (PTY) LTD**. The risk of payment by cheque rests with **THE APPLICANT**.
16. Acceptance of a negotiable instrument by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** shall not be deemed to be a waiver of the rights of **INHEP ELECTRONICS HOLDINGS (PTY) LTD'S** right under this agreement. In relation to cheques furnished by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, **THE APPLICANT** waives his rights to insist on notice of dishonour or protest given to it in the event that the cheque is dishonoured.
17. A certificate signed by the secretary / manager, duly authorised clerk or director of **INHEP ELECTRONICS HOLDINGS (PTY) LTD** reflecting the amount owing by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** in respect of credit facilities granted to **THE APPLICANT** in terms hereof relating to **THE APPLICANT'S** dealings with **INHEP ELECTRONICS HOLDINGS (PTY) LTD** and of the fact that such amount is due, owing and unpaid shall be prima facia proof of the effects therein stated for the purpose of any action (whether by 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.
18. All overdue sums / amounts shall bear interest at a fixed rate of 20% per annum, such interest to be reckoned monthly in advance from due date to date of payment. Bank charges in respect of dishonoured cheques will be for **THE APPLICANT'S** account.

Initials

19. **THE APPLICANT** agrees that if an account is not settled in full within the agreed period of the credit terms, **INHEP ELECTRONICS HOLDINGS (PTY) LTD** is entitled :-

- 19.1 to institute immediate legal action against **THE APPLICANT** at the sole expense of **THE APPLICANT**.
- 19.2 to cancel the agreement and take possession of any goods delivered to **THE APPLICANT** and claim damages.
- 19.3 to submit the details of **THE APPLICANT'S** non-payment to a credit bureau after **THE APPLICANT** has been notified of such action.

These remedies are without prejudice to any other right **INHEP ELECTRONICS HOLDINGS (PTY) LTD** may be entitled to in terms of this agreement or in law.

Jurisdiction

- 20. No relaxation or indulgence which **INHEP ELECTRONICS HOLDINGS (PTY) LTD** may grant to **THE APPLICANT** shall prejudice or be deemed to be a waive of **INHEP ELECTRONICS HOLDINGS (PTY) LTD'S** rights hereunder or be construed as a novation of this agreement.
- 21. **INHEP ELECTRONICS HOLDINGS (PTY) LTD** and **THE APPLICANT** consent to the jurisdiction of the Magistrate's Court Act no. 32 of 1944 for the determination of any claim which either party may have against the other arising out of the interaction which would otherwise be outside of the jurisdiction of the aforementioned court by virtue of the amount claimed in terms of section 29 of the Act.
- 22. Notwithstanding the amounts which may at any time be owing by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD**, the parties hereby consent, 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 for the determination of any action preceding otherwise beyond the jurisdiction of the said court which may be brought by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** against **THE APPLICANT** arising out of any transaction between the parties, it being recorded that **INHEP ELECTRONICS HOLDINGS (PTY) LTD** shall be entitled, but not obliged, to bring any action or proceeding in the said court and that all costs incurred in any action against **THE APPLICANT** in any competent court including costs on an attorney / client scale and attorneys collection commissions will be paid by **THE APPLICANT**.

Other

- 23. **THE APPLICANT** acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, partnership or company to a close corporation or from a proprietorship, partnership or a close corporation to a company at any time hereafter, as the case may be, any surety / signatory in terms of this application for credit shall nevertheless still remain bound as a surety.
- 24. **THE APPLICANT** undertakes to notify **INHEP ELECTRONICS HOLDINGS (PTY) LTD** in writing within seven days of any change of ownership of **THE APPLICANT'S** business, or should **THE APPLICANT** be a company, of its share transactions, whereby the majority shareholding is affected, failing which notice of the entire balance owing, whether due or not, will immediately be deemed to be due and payable by **THE APPLICANT**. In addition to the foregoing, **THE APPLICANT** acknowledged that immediately upon any change of ownership in **THE APPLICANT** any outstanding amount whether due or not shall be deemed to be forthwith payable by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD**.
- 25. **THE APPLICANT** hereby consents to :-
 - 25.1 The storage by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** of the personal information that it has provided to **INHEP ELECTRONICS HOLDINGS (PTY) LTD**.
 - 25.2 The use by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** of the personal information that it has provided to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** for establishing its credit rating.
 - 25.3 The disclosure of the personal information that it has provided to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** to credit control bureau, banks and other institutions for purposes of assessing **THE APPLICANT'S** credit worthiness.



26. **THE APPLICANT** further agrees that **INHEP ELECTRONICS HOLDINGS (PTY) LTD** will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent need be obtained for the transfer of such information to a third party. **THE APPLICANT** hereby consents to and authorises the creditor at all times to furnish credit information concerning **THE APPLICANT'S** dealings with the creditor to a credit bureau and to any third party seeking a trade reference regarding **THE APPLICANT** in his dealing with the company.

THE APPLICANT hereby chooses Domicilium Citandi et Executandi for all purposes arising out of this application and Deed of Suretyship at the address stipulated under the heading "Physical / Delivery address".

Signed by **THE APPLICANT** or its duly authorised agent / signatory who hereby warrants that he / she is entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part thereof and is authorised to sign on behalf of **THE APPLICANT**.

FOR THE APPLICANT

Signed at this day of
Before the undersigned witnesses.

Full Name :Signature

Designation :

WITNESSES

Full Name :Signature.....

Full Name :Signature.....

Initials

DEED OF SURETYSHIP

IRO Credit Application for :

(Hereafter referred to as **THE APPLICANT**)

I by my signature hereto (which appears below) do in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with **THE APPLICANT** in favour of **INHEP ELECTRONICS HOLDINGS (PTY) LTD** for the due performance of any obligation of **THE APPLICANT** and for the payment to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** by **THE APPLICANT** of any amounts which may at any time become owing to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** by **THE APPLICANT** from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against **THE APPLICANT** acquired by way of cession. This suretyship shall be a continuing covering guaranteeship / surety which may only be cancelled, in writing, by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** and then only, provided that all sums then owing by **THE APPLICANT** (whether due or not) to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** have been paid in full. I hereby renounce the benefits of the legal exceptions "Non causa Debiti", Ordinis Seu Excussionis Et Divisions" and "Cession of Action", with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to the standard terms and conditions contained in the application for credit facilities. I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit under the heading "credit limit required" in the attached "Application for credit facilities", be the full amount owing by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** at any time and not be limited as to the amount or in any other manner whatsoever.

I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship / guarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship / guarantee is not binding (for whatsoever reason) on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

Dated at on this of Year.....

FOR THE APPLICANT

Full Name : Signature :

Full Name : Signature :

Full Name : Signature :

As Witnesses (2 Required)

Full Name : Signature :

Full Name : Signature :

Initials