



**CREDIT APPLICATION - SOUTH AFRICA**  
**(Confidential)**

(NOTE: THIS APPLICATION MUST BE SIGNED BY A DIRECTOR/MEMBER/OWNER)

**TO: CONSOLIDATED WIRE INDUSTRIES (PTY) LTD** (*"the Seller"*)  
P.O. BOX 102  
VANDERBIJLPARK  
1900  
TEL.: (016) 980-3111  
6 TELFORD STREET  
VANDERBIJLPARK  
1911  
FAX: (016) 980-3190

The information supplied hereby is the basis of my/our Credit Application. I/We warrant all this information to be true and correct and understand that it is material to the Seller's consideration of my/our Credit Application and any contracts concluded subsequently:-

Date: \_\_\_\_\_

Company/Close Corp. Registration No. (if applicable): \_\_\_\_\_

Type of Business I/we conduct (Tick appropriate box):

Close Corporation (CC)	Private Company (Pty) Ltd	Sole Proprietorship
Public Company (Ltd)	Partnership / Firm	Trust

Full and correct Business name: \_\_\_\_\_

Trading Name (if applicable): \_\_\_\_\_ (*"the Customer"*)

Postal Address (for statements): \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Your full Business Address: \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Delivery Address for Goods: \_\_\_\_\_

\_\_\_\_\_

Business Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Cellular Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Facsimile Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address (if available): \_\_\_\_\_

Banker's name: \_\_\_\_\_ Branch & Code: \_\_\_\_\_

Bank Acc. Number: \_\_\_\_\_ Acc. Holder: \_\_\_\_\_

VAT Number: \_\_\_\_\_

Date Business established?: \_\_\_\_\_ Present Owner(s) in charge since?: \_\_\_\_\_

Owners / Company Directors / Close Corporation Members / Partners / Sole Proprietor:

1. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)
2. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)
3. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)
4. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)
5. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)
6. \_\_\_\_\_ (I.D. No.: \_\_\_\_\_)

Trade References, where account has operated for not less than one year (Please note that we will not accept any trade reference which has only a cellular number as contact point):

1. \_\_\_\_\_ Tel.: ( \_\_\_\_\_ ) \_\_\_\_\_ Acc. No.: \_\_\_\_\_
2. \_\_\_\_\_ Tel.: ( \_\_\_\_\_ ) \_\_\_\_\_ Acc. No.: \_\_\_\_\_
3. \_\_\_\_\_ Tel.: ( \_\_\_\_\_ ) \_\_\_\_\_ Acc. No.: \_\_\_\_\_
4. \_\_\_\_\_ Tel.: ( \_\_\_\_\_ ) \_\_\_\_\_ Acc. No.: \_\_\_\_\_

Have any judgements been recorded against you / your Business? \_\_\_\_\_

If yes, please provide details here: \_\_\_\_\_

\_\_\_\_\_

I/We record and confirm that:

- (i) The "Terms and Conditions of Sale" set out hereafter shall be binding on me/us and shall apply in respect of each and every transaction carried out and every contract concluded between the Seller and the Customer.
- (ii) The information supplied on this Credit Application is true and correct and is material for the purpose of determining whether to grant credit and/or to supply Goods to the Customer in terms of a contract based on the "Terms and Conditions of Sale".

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
AUTHORISED SIGNATORY & COMPANY STAMP

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Designation: \_\_\_\_\_

Title/Designation: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE ("Terms and Conditions")

1. **The Parties.** The term "the Seller" means Consolidated Wire Industries (Pty) Limited wherever referred to in this contract document. The term "the Customer" refers to the other party to this contract, to whom the Goods are to be supplied and/or services to be rendered by the Seller, from time to time, including the party/parties signing the Credit Application aforesaid, and all their consignees.
2. **Applicable Terms.** Except as otherwise agreed in writing, all quotations, tenders, offers to contract and contracts (whether oral or written) for the supply of Goods or services by the Seller to the Customer shall be subject to these "Terms and Conditions". The term "the Goods" means any and all Goods to be supplied (inclusive of any services to be rendered) by the Seller to the Customer under these Terms and Conditions (hereinafter "the agreement/this agreement/contract/contract document").
3. **Written Variations.** The Customer acknowledges that these Terms and Conditions may be varied at any time and/or that additional and/or new Terms and Conditions may become applicable from time to time. The Seller shall give written notice to the Customer of any variation in the Terms and Conditions and/or in respect of any additional and/or new Terms and Conditions that may become applicable (hereinafter referred to as "the variation"). Unless the Customer shall advise the Seller in writing within 10 (ten) days after receipt by it of the said variation, the Customer shall be deemed to have agreed to the variation for all purposes whatsoever. Such variation shall thereafter be binding on the Customer. If any dispute shall arise as to which variant of the Terms and Conditions shall apply to the Customer, in respect of any delivery of the Goods to the Customer, the Customer hereby agrees that, notwithstanding such dispute, it shall, pending the outcome thereof, for performance purposes remain bound by the Terms and Conditions set out herein.
4. **Contract Conclusion.** All orders shall be subject to confirmation by the Seller's head office, or the Seller's regional offices, but the parties agree and record that Vanderbijlpark, Gauteng, shall be the place of acceptance, and thus contract conclusion, for all orders for Goods placed by the Customer. The agreement shall accordingly be concluded between the parties at the time and date of acceptance of the Customer's order, whether verbally or otherwise, by the Seller. Furthermore, unless the Seller's order confirmation is communicated to the Customer in writing, delivery of the Goods shall always be deemed to confirm the Seller's prior acceptance of an order and shall also constitute the Seller's performance in terms of the agreement.
5. **Passing of Ownership and Risk**
  - a) The ownership of any Goods sold to the Customer by the Seller shall not pass to the Customer until payment of the full outstanding purchase price has been made to the Seller. If the Customer wants to sell such Goods onwards to a bona fide buyer in the ordinary course of business, it shall be obliged to inform the said buyer of the Seller's reservation of ownership herein.
  - b) All risk in and to the Goods shall pass to the Customer on actual delivery thereof to the delivery address indicated on page 1 hereof, or to any other address timely and subsequently specified in writing by the Customer, notwithstanding the reservation of ownership herein for the Seller.
  - c) If payment of the purchase price of any Goods sold to the Customer becomes overdue, in whole or in part, then, without prejudice to any of the Seller's other rights, the Seller or its agents shall be entitled, without notice, to cancel the sale and recover possession of or re-sell the Goods or any part thereof and shall be entitled to enter upon the Customer's premises for the purpose of such resale or for the purpose of inspecting the premises or for the purpose of taking possession of the Goods or any part thereof.
6. **Delivery.** Delivery in respect of all orders shall be "Ex works" Vanderbijlpark, the term "Ex works" being as defined in the "Incoterms" issued by the International Chamber of Commerce in Paris, 1995 edition, unless otherwise agreed to between the parties and recorded in writing.
7. **Payment Terms.** All payments are to be made to the Seller's offices in Vanderbijlpark, by way of, either, confirmed electronic transfer to the Seller's nominated account, or by cheque made payable to the Seller, on the following terms:
  - a) All payments are due to Seller 30 (thirty) days from date of issue of statement, less 2.5% (two and a half percent) settlement discount for timely payment, unless prior written approval for different payment terms are agreed to by the Seller.
  - b) In circumstances where the terms of payment or instalments granted to the Customer exceed 30 (thirty) days from date of issue of statement, then, if required by the Seller, postdated cheques in negotiable form made payable to the Seller shall be given by the Customer to the Seller within 30 (thirty) days from date of issue of statement.
  - c) In the event of any payment not being made in full on due date, then the full balance owing by the Customer to the Seller under this agreement shall forthwith become due and payable. In other words, any payment default by the Customer shall immediately accelerate the full payment obligations of the Customer.
8. **Magistrate's Court Jurisdiction.** The Seller and the Customer agree that any civil magistrate's court in the Vaal Triangle (or its geographical successor) shall have jurisdiction in respect of any proceedings which any party may require to be instituted against the other, the entire cause of action hereunder arising, by agreement, in such court's jurisdiction.
9. **Consent to Jurisdiction.** To the extent that it may be necessary, the Customer and Seller hereby each consent to the jurisdiction of the civil magistrate's court referred to aforesaid. Notwithstanding the aforesaid, if the amount of the Seller's claim against the Customer is in excess of the jurisdiction of the magistrate's court, the Seller shall be entitled in its sole and absolute discretion to elect to institute proceedings against the Customer in any division of the Supreme Court of South Africa having jurisdiction.
10. **No Consequential Damages.** The Seller shall not be responsible for any consequential loss of profits, or other damages, of whatsoever nature and howsoever caused, or whether general or special in nature, which the Customer may suffer in the event of Goods being delivered after any required delivery date or in the event of Goods not being delivered at all. In the event of the Seller being required to effect delivery of Goods in instalments, its failure to effect any one or more delivery, and/or the late delivery of any one or more instalment, shall not effect the validity of this contract and the Customer shall not have the right to refuse to accept any late instalment or the balance of the Goods to be delivered. The Seller shall not be liable for any consequential damage that the Customer may suffer as a result of the late delivery or non-delivery of the Goods.
11. **Product Claims**
  - a) Product Claims (for defects or other) must be advised in writing to the Seller within 30 (thirty) days from date of dispatch of any Goods, after which no claims will be recognised and the Customer shall be deemed to have accepted the Goods as full compliance by the Seller. The Seller's liability is limited to the value of the Goods supplied and the Seller will not be responsible for loss of profit and/or goodwill or consequential losses of any kind. The processing of any defective Goods shall be at the Customer's own risk.
  - b) Claims do not exonerate the Customer from payment for the Goods when the relevant invoice falls due for payment, and the Customer may not set-off or deduct any payment whatsoever from any payments due.
12. **Return of Goods**
  - a) No Goods shall be returned to the Seller for any reason whatsoever without securing the Seller's written consent and no Goods shall be accepted for return by the Seller without prior written consent.
  - b) Where the Seller, in good faith, agrees to accept the return of Goods, which was delivered in full compliance with the Customer's order, then the Seller hereby reserves the right to recover from the Customer any costs that the Seller incurs in respect of any such return of Goods.
13. **Cost Increases**
  - a) If after the date on which Goods are ordered there is an increase in the rate of foreign exchange (ZAR vs US Dollar), customs duties, excise duties or customs surcharge, which affects the cost of the Seller's raw material, such increase may at the discretion of the Seller be added to the contract price payable hereunder.
  - b) Further, in the event of an increase in the cost of raw materials or other costs of production of the Seller, the Seller reserves the right to increase the price of any contract by a corresponding amount, by written notification to the Customer thereof. The Customer shall thereafter be entitled to cancel the remaining balance of the contract by way of written objection to such price increase, but unless the Seller receives written notification of such cancellation within 7 (seven) days of dispatch of such notice, the Customer shall be deemed to have accepted such increase for all purposes hereunder.
14. **No Waiver.** No extension of time or any other indulgence that may be granted to the Customer by the Seller at any time during the currency hereof shall constitute any waiver of the Seller's rights in terms of this agreement, nor shall any such extension or other indulgence operate, or be deemed to operate, so as to prejudice the Seller in any way whatsoever.

**15. Written variation by MD.** No employee or representative or agent of the Seller is authorised to vary any of the Terms and Conditions of Sale, as herein stated, whether given verbally or in writing. The Managing Director of the Seller alone may vary any of the Terms and Conditions, in writing.

**16. Severability.** Should any term of condition hereof, or any other aspect, of these Terms and Conditions be unenforceable, or be found to be unlawful, same shall be severable from the remainder of the provisions of this agreement in all respects, so as to render such remaining provisions lawful, fully binding and enforceable.

**17. Applicable Law and Statutes.** The parties record that these Terms and Conditions are in all respects governed and construed in accordance with the Laws of the Republic of South Africa.

**18. Use and Restriction on Movement of Goods.**

a) The Customer is at all times responsible for the safekeeping of the Goods as long as the Seller retains ownership thereof and no material alteration or modification may be made to the Goods by the Customer, or by anyone to whom the Goods are delivered to the knowledge of the Customer, without the prior written consent of the Seller.

b) The Goods may not be used, delivered or sold onwards elsewhere than in the Republic of South Africa, without the prior written consent of the Seller.

**19 Breach**

Should the Customer:

a) Default in the punctual payment of any amount due to the Seller; or  
b) Commit any Act of Insolvency, or being a natural person, surrender his estate; or

c) Fail within 14 (fourteen) days of any judgment against him/it coming to his/its notice to either comply with same or apply to have it set aside; or  
d) Be sequestrated, place under judicial management or be wound up (provisionally or finally); or

e) Abandon the Goods; or  
f) Have made any incorrect material statement or representation in connection with these Terms and Conditions or his/its financial affairs or be an unrehabilitated insolvent; or

g) Do or suffer to be done anything which might prejudice the Seller's rights hereunder; or

h) Allow the Goods to be attached or seized under any due process; then, and upon any of the above events materialising, the Seller is entitled but not obliged (subject to the Customer's rights in terms of Section 11 of the Credit Agreements Act) to cancel the agreement and take back possession of the Goods, retain all payments already made by the Customer in terms hereof as *roukoop* and claim as liquidated damages payment of the difference between the balance outstanding on cancellation and the re-sale value of the Goods, determined by an appraiser appointed by the Seller (whose valuation is final and binding on the parties). Furthermore, the parties agree that the Seller may also elect to cancel this agreement without notice to the Customer, it being agreed that the Customer's breach would in any event be deemed to be sufficient notice and/or evidence of termination.

**20. Entire Contract.** Excluding prior documents, this agreement records the entire agreement between the parties. Any reference herein to "the agreement/this agreement/Terms and Conditions/this contract" refers to this recorded agreement between the parties and, subject to the provisions of clause 15 above, no variation, amendment or addition to this agreement will be of any force and effect unless agreed to by the Seller in writing.

**21. Cession, Assignment and Waiver**

a) The Customer may not cede, delegate or otherwise transfer any of his/its rights or obligations hereunder without the prior written consent of the Seller.

b) The Customer waives all the benefits conferred upon him/it in terms of the Prescription Act 60 of 1969, as amended, and hereby agrees that he/it is precluded from pleading any form of prescription as a defence against any claim by the Seller.

**22. Seller's Intervention to Protect its rights.** If the Customer fails to comply with any obligations in terms of this agreement the Seller has the right to effect such compliance on the Customer's behalf, and all costs and expenses incurred by the Seller in so doing or otherwise in protecting its title to the Goods are payable by the Customer to the Seller on demand.

**23. Warranties.** The Customer warrants and acknowledges that the Goods were selected by him/it and that neither the Seller nor anyone on its behalf has given any warranties, guarantees or undertakings regarding the fitness of the goods for the purpose for which they were purchased, nor has any representation of any nature being made to induce the Customer to enter into this agreement.

**24. Insurance and Termination on Total Loss or Theft**

a) The Customer is obliged to keep the Goods insured against all losses or damages at all times whilst the Seller retains ownership thereof, for its full purchase value hereunder, with a registered insurer in South Africa. The Seller's interest in the Goods must be noted on such insurance

policy and the Customer is liable for all insurance premiums due in terms of this clause.

b) However, this agreement shall terminate automatically if the delivered Goods are lost or stolen prior to ownership thereof having transferred to the Customer. On termination pursuant to this clause, the Customer shall pay the Seller the full balance of the purchase price then outstanding, together with all other amounts payable under this agreement, and the Seller will thereafter re-imburse the Customer as far as possible out of the proceeds, if any, received by the Seller from any insurance policy in respect of the Goods.

c) If the insurer (where applicable) elects to treat an insured loss as a total loss and take over any goods as salvage, the Customer shall deliver the Goods to the insurer at the Customer's expense.

**25. Customer's Right to Terminate.** The Customer's attention is drawn to the provisions of Section 13(1) of the Credit Agreements Act (which may in some circumstances be applicable hereto), which reads:

"(13) 1. When any credit agreement in respect of which the initiative emanated from any credit grantor or his manager, agent or employee, is signed by any credit receiver at a place other than the business premises where the credit grantor or his manager, agent or employee ordinarily carries on business, the credit receiver may within 5 (five) days after the date of the credit agreement terminate it by notice in writing delivered or sent by pre-paid registered mail to the credit grantor and by tendering the return of any goods delivered to him in terms of the credit agreement."

**26. Domicilium.** The parties hereby choose as their respective *domicilia citandi et executandi* for all notices and processes their respective addresses given on page 1 of this document. Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail to the other party. The address so notified then becomes the chosen *domicilium citandi et executandi*.

**27. Suretyship.** I/We, the individuals having signed the credit application forming party of this agreement, do hereby interpose and bind myself/ourselves jointly and severally as surety/sureties in *solidium* and co-principal debtor/s with the Customer for the due payment of all such sums of money which the Customer may now or at any time hereafter owe to the Seller.

**28. Specifications and Quality Tests.** The Seller confirms that all Goods conform in all respects with the drawings, specifications or other requirements or descriptions thereof. All Goods are accordingly of sound materials, workmanship and design and shall be equal in all respects to relevant samples provided by the Seller.

**29. Consent Clause.** Disclosure of personal information:

a) The Customer understands that the personal information given herein is to be used by the Seller for the purpose of assessing his credit worthiness. The Customer confirms that the information given by him is accurate and complete. The Customer further agrees to update the information supplied as and when necessary, in order to ensure the accuracy of the above information supplied, failing which the Seller will not be liable for any inaccuracies.

b) The Seller has the Customer's consent at all time to contact and request information from credit bureaus of businesses, including those mentioned in the Credit Application form and to obtain any information relevant to the Customer's credit assessment including, but not limited to, information regarding the amounts purchased from supplier's per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.

c) The Customer agrees that information given in confidence to the Seller by a third party will not be disclosed to the Customer.

d) The Customer hereby consents to and authorizes the Seller at all times to furnish credit information concerning the customer's dealings with the Seller to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with the Seller.

#### OFFICE USE

Account Approved/Refused: \_\_\_\_\_

Terms granted: \_\_\_\_\_

Account Number: \_\_\_\_\_