

Reg. No: 1975/002568/07

Vat Reg. No: 4500103454

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Application for Credit Facilities

Applicant (in full):

Company Trading Name:

Holding Company:

Associated Companies (if any):

CC or Co. Reg No:

(please provide copy of document)

Nature of Business:

VAT Number:

Date Established:

Private Company Public Company Close Corporation Partnership Sole Trader Trust

Postal Address: PO Box:

City:

Code:

Street Address:

Telephone Number:

Fax Number:

E-mail(creditors):

Registered Address:

Delivery Address (if different from street address):

Directors of the Company/Members of the Corporation/Sole Proprietor/Trustees:

Full name	Identity No.	Residential Address	Telephone No.

Are you prepared to show us your balance sheet? Yes No (if yes, kindly attach copy to facilitate speedy appraisal.)

Date of last audited financial statements:

Estimated monthly purchases from ourselves: R

(Terms: 30 days)

Credit Limit Required: R

NB: Settlement Discount is only applicable if total outstanding amount is paid in full on the last day of the month!

Details of Premises:

Owned by applicant? Yes No If no, Owner/Landlord:

Trade References:	Telephone No.	Contact a/c dept.	Monthly Purchases

Bank:

Branch:

Account contact:

Account No:

Auditors:

Telephone No:

Address:

Any additional information which will assist in the appraisal of this application:

For and on behalf of the Applicant:

Signature: _____ Date: _____ Witness: _____ Date: _____

Terms and Conditions of Agreement of Sale and Deed of Suretyship

relating thereto entered into by and between **Atlas Plastics (Pty) Ltd** ("*the Seller*") and

("the Purchaser")

It is Agreed that:

1. The invoice price reflected on the Seller's invoice shall be paid by the Purchaser without any deduction in accordance with the terms of payment which the parties hereto might from time to time agree. Terms are strictly 30 days.
2. The Seller shall be entitled but not obliged to charge interest on all overdue amounts calculated at the rate of 2% above the prime bank overdraft rate charged by Standard Bank of South Africa Ltd for the period from the original date that payment was due to the date of actual payment.
3. The risk in and to the goods shall pass to the Purchaser on delivery thereof. Notwithstanding delivery of the goods, ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price has been made in full.
4. The Seller shall not, under any circumstances, be liable for any defects, shortage in delivery or failure of the goods complying with the Purchaser's specifications, unless written notice is received by the Seller in respect thereof within 7 (seven) days after delivery.
5. The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in delivery, defective goods and from any other cause howsoever arising.
6. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in Law, shall be entitled to:
 - 6.1 retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed; or
 - 6.2 demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser, notwithstanding that payment in respect of any such goods might not then be due and payable.
7. In the event of the Purchaser failing to make payment of any amount on due date, the full amount in respect of all goods sold and delivered by the Seller to the Purchaser shall immediately become due, owing and payable.
8. The Seller shall be entitled but not obligated to institute any proceedings against the Purchaser arising out of any sale in the Magistrate's Court having jurisdiction. The Purchaser agrees to be liable to the Seller for all legal costs calculated on the attorney and own client scale, including collection commission plus tracing charges.
9. The Purchaser and signatory/ies hereto nominate the Purchaser's business street address as recognised on the reverse side hereof as their domicilium citandi et executandi for service upon him/them of all notices and processes in connection with any claim due to the Seller.
10. In the event of an order being given to the Seller on the Purchaser's official order form, the Purchaser shall be estopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Purchaser.
11. Set-off shall operate automatically as a matter of Law at the moment reciprocal debts between the Seller and the Purchaser came into existence and independently of the will of the parties and it shall not be necessary for either the Seller or the Purchaser to specifically raise set-off. Upon the operation of an automatic set-off aforementioned, the debts shall be mutually extinguished to the lesser debt with retrospective effect.
12. No extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be, a waiver by the Seller of any of its rights under this agreement, or a novation of any of the terms and conditions of this agreement.
13. The credit facilities may be altered or withdrawn by the Seller at any time, provided prior notice of any such change is given to the Purchaser by the Seller.
14. The party/ies who have appended their signature/s hereto on behalf of the Purchaser hereby bind himself/themselves jointly and severally as surety/ies and co-principal debtor/s in solidum unto and in favour of the Seller in respect of all the obligations of the Purchaser in terms hereof and furthermore hereby agree and undertake to be bound by the terms and conditions of this agreement mutatis mutandis, under renunciation of the benefits of excursion and division.
15. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or a representative of the Purchaser.
16. A certificate sworn to before a Commissioner of Oaths by a Director or Manager of the Seller shall constitute conclusive proof of the indebtedness and the amount thereof owing by the Purchaser to the Seller at any time and shall, for all purposes, be binding on the Purchaser.
17. Should the Purchaser have previously made application to the Seller for credit facilities, which said application would have embodied terms and conditions, and should the Purchaser have furnished any security to the Seller for the due obligations of the Purchaser to the Seller on any previous occasion, the Purchaser records and acknowledges that the signature by it of this document shall not be regarded as a novation of any such previous agreement of any prior security given by it to the Seller. The Purchaser furthermore records and acknowledges that, insofar as any provision contained herein may be inconsistent with any provision contained in any document previously executed by it, the provisions of this document shall prevail.
18. The Purchaser warrants that the information on the reverse is true and correct and undertakes to notify the Seller in writing of any change of details given, including change of ownership, name or address. Such change shall in no way derogate from the Purchaser's liability to the Seller.

Signed at: _____ on this the _____ day of _____

Signature: _____

Name in Full (Print): _____

Position/Capacity: _____ Witness Signature: _____

Accepted on behalf of Atlas Plastics (Pty) Ltd

Name (Print): _____ Position/Capacity _____

Signature: _____ Date: _____

Atlas Plastics (Pty) Ltd shall be deemed to include all its subsidiary and associated companies, without limitation.

FOR OFFICE USE ONLY

ACCOUNT NUMBER:

CREDIT LIMITED ALLOWED:

REPRESENTATIVE:

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AUTHORISED BY:
