

# Mathomo Group Limited

## CREDIT APPLICATION

 M-Stores

 SELECT CORPORATE

TEL (011) 843-2111  
 FAX (011) 334-0640  
 PO BOX 688  
 JOHANNESBURG, 2000

(A DIVISION OF MATHOMO GROUP LIMITED)  
 14 PROLECON ROAD  
 PROLECON,  
 JOHANNESBURG  
 2001

BUSINESS PARTICULARS

 CLOSE CORPORATION 

 SOLE OWNER 

 BRANCH SUBSIDIARY 

 PRIVATE COMPANY 

 PARTNERSHIP 

IN THE CASE OF A COMPANY, STATE PAID-UP SHARE CAPITAL R \_\_\_\_\_

CUSTOMER NAME \_\_\_\_\_

TRADING \_\_\_\_\_

AS \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

 POSTAL  
 CODE \_\_\_\_\_

TEL NO \_\_\_\_\_

 DELIVERY  
 ADDRESS \_\_\_\_\_

DATE BUSINESS COMMENCED \_\_\_\_\_

VAT NO										
ID NO										

PLEASE ATTACH COPY OF VAT REG CERTIFICATE

FULL NAMES AND ADDRESSES OF OWNERS / DIRECTORS

TELEPHONE \_\_\_\_\_

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

CREDIT CONTROL (THREE TRADE REFERENCES AND ADDRESSES)

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

I / WE HEREBY APPLY FOR THE FOLLOWING CREDIT FACILITIES FROM THE MATHOMO GROUP (PTY) LTD

Credit Limit applied for:	R:
Anticipated Monthly Purchases:	R:
Terms of Payment from Statement date:	R:

I / We, the undersigned, do acknowledge and accept that all purchases made from THE MATHOMO GROUP (PTY) LTD will be subject to the Standard Condition of Sale, as contained in this application form, and the contents of which I / We acknowledge myself / ourselves to be Acquainted with.

Should the business in respect of which these credit facilities are sought be disposed of to any company ("the company") in which I / We have an interest, then by my / our signature hereto I / we bind myself / ourselves in favour of " the supplier" as surety and co principal debtor in solidum with the company for the fulfillment of any obligations which may have to the supplier

NAME OF BANK	TOWN	BRANCH
BANK CLEARING NUMBER	BANK ACCOUNT NUMBER	

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

Signature: \_\_\_\_\_

WITNESSES:

Destination: \_\_\_\_\_

1

Company stamp \_\_\_\_\_

2

## **CONDITIONS**

1. In these conditions

1.1 "the company" means Mathomo Group (Pty) Limited or any of its subsidiaries or associated companies:

1.2 "the customer" means the person, firm, company or association buying from the Company:

any written notice to or by the Company shall be addressed from the Company's registered office Johannesburg.

2. All orders are firm unless stated otherwise by the Company in writing.

3. No variation or cancellation shall be binding by the Company in writing and agreed to by the Company.

4. Each order shall be deemed to be separate contract in respect of the goods forming the subject matter of such order.

### **PRICES**

5.1 The prices shall be as stated in this order form, but subject to confirmation by the Company prior to delivery;

5.2 Specials and outsizes are subject to surcharge at ruling rates;

5.3 Prices are quoted inclusive of VAT;

5.4 Notwithstanding 3 or 5.1, if prior to delivery and/or despatch there is an increase for whatsoever reason in the Company's cost of materials or components or in statutory labour charges, the price of goods may be increased proportionately.

### **DELIVERY**

6.1 Whilst every effort will be made to deliver and/or despatch the goods advised on the order form, the company does not guarantee delivery and/or despatch on any specific date and shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason whatsoever.

6.2 The Customer shall not be entitled to cancel this order by reason of any such delay.

7. Delivery otherwise agreed between the Company and the Customer in writing.

7.1 Delivery shall be free on rail at the Company's factory or depots;

7.2 Any carrier shall be deemed to be the agent of the Customer and the risk in the goods shall pass upon delivery to such carrier;

7.3 If the goods are not sent rail to pay or by local delivery, the Company shall be entitled to recover the cost of delivery from the Customer

7.4 The Company shall have the right to insure the goods in transit and to recover the cost of the insurance from the Customer.

8. No claims will be recognized unless submitted in writing within five (5) days of receipt of goods. The Company shall not be liable for any consequential loss of whatever nature arising from any defect in the goods.

### **OWNERSHIP AND RISK**

9. Ownership of the goods sold by the Company to the Customer shall not pass to the Customer until the full purchase price thereof shall have been paid, unless and until the Customer shall have sold and delivered the goods or any portion thereof to a purchaser thereof by retail in the ordinary course of the Customer's business. The Customer expressly warrants that his/its business is a retail / wholesale business.

9.1 The risk in the goods shall pass to the Customer on delivery thereof.

### **RETURN OF GOODS**

10.1 No goods may be returned, unless faulty, and then if this Company has been advised in writing as to the reason for the request for the goods return.

10.2 If we agree to accept return of goods a re-stocking charge will be made.

10.3 The Company can only accept for return those goods which comply with 4. and were supplied by the Company.

10.4 Special non-standard products are only supplied on the understanding that they cannot be returned for credit.

### **PAYMENT**

11. The Company shall have the right to suspend any deliveries. If any amount due by the Customer is unpaid.

12. Interest on overdue amounts shall be charged to the Customer at the ruling overdraft interest rate.

13. The Company shall have the right forthwith to determine this contract and/or repossess its goods and/or claim from the Customer immediate payment of any monies owing by the Customer under any contract, notwithstanding any earlier agreement for credit and whether same money is due for payment or not if the Customer fails to pay any amount due to the Company or any of its Holding, subsidiary or Associated Companies on due date thereof; or enters into any compromise with his/its creditors or fails to satisfy any judgement granted against him/it within seven (7) days after date of judgement; or passes any goods acquired from the Company or any of its Holding, Subsidiary or Associated Companies on to any third party for resale without prior written consent of the Company; or changes the structure of it's ownership; or deviates from its former method of trading

#### **LEGAL CHARGES**

14.1 In the event of the Company instructing its attorneys to recover money or goods from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by the Company on the attorney and client scale including collection commission.

14.2 Jurisdiction-

14.2.1 At the option of the Company a claim against the Customer may be brought in by the magistrate's Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrates court

14.2.2 The Customer consents to the jurisdiction of the Supreme Court Of South Africa, Johannesburg; in any action or application arising out of any contract entered into between the Company and Customer.

#### **GENERAL**

15. No relaxation which the Company may give at any time in regard to the carrying out of the customers obligations in terms of any contract shall prejudice or be a waiver of any of the company's rights in terms of any contract.

16. Unless the Company is notified in writing to the contrary within seven (7) days of the date of the order, the customer shall be deemed to have accepted all the above terms and conditions.

#### **ASSIGNABILITY**

17. The contract of sale is between the Company and the Customer as principles and shall not be assigned nor ceded without the consent of the Company.

#### **LIABILITY**

18. The company is not liable for Personal injury or loss of life as a result of products from the Company.

#### **SETTLEMENT TERMS**

19.1 Settlement Discount - defined as payable on or before the last day of the month, following that of the date of the Invoice.

19.2 The Company issues monthly statements of account .Disputes in due payments arising there from will not be accepted unless submitted in writing to the Credit Controller of the Company, within fourteen (14) days from date of invoice.

19.3 The Company reserves the right to suspend deliveries and to revoke any trading benefits for non-compliance with these terms and conditions.