

TRADE FACILITIES APPLICATION FORM



ACDC
EXPRESS

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household pumps & levels power supplies industrials
wires tools electronics household pump
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Application Ref:

Account Number:

Trade Facilities Application Form

Congratulations on deciding to do business with us. A trade facilities account with ACDC Express will give you the opportunity to purchase from one of the widest ranges of electrical and electronic products. Please complete this form fully and fax or email it to us so that processing can commence. However, we do require the originally signed copy before any credit facilities can be opened.

Attachments Required: *Please tick relevant box and attach.*

Conditions of Sale (Initialled):

Deed of Suretyship:

STEP 1 BUSINESS NAME

Account Name: _____

Trade Style of Business: (PTY)Ltd (Ltd) CC Partnership Sole Prop

Registered Name: (If different from above) _____

Registration Number: _____ VAT No: _____

Date Business Estab- _____

Has the Company changed it's Name in the Last 5 Years? Yes No

If yes, date of change: / / dd/mm/yyyy Number of employees:

Previous Name: _____

STEP 2 BUSINESS ACTIVITY / INDUSTRY

End-Users: Please select the option that would classify your business:

END-AGR: Agricultural End User

END-PET: Petrochemical End-User

END-ARC: Architect/Designer End-User

END-PUB: Public Sector End-User

END-AUT: Automotive End-User

END-MAN: Manufacturing End-User

END-COR: Corporate/Commercial End-User

END-MED: Medical End-User

END-ELE: Electronics End-User

END-MIN: Mining/Mineral Processing End-User

END-ENT: Entertainment End-User

END-ENG: Engineer End-User

END-HOS: Hospitality End-User



Contractors Users: Please select the option that would classify your business:

- CON-BUI:** Building/Shopfitter Contractor
- CON-ELE:** Electrical Contractor
- CON-GEN:** General Contractor
- CON-IRR:** Irrigation/Pumps Contractor
- CON-SEC:** Security Contractor
- CON-MIN:** Mining/Mineral Processing Contractor
- CON-SER:** Service Contractor
- CON-SIG:** Sign-Writing Contractor
- CON-SOL:** Solar Contractor

Reseller Users: Please select the option that would classify your business:

- RES-ELE:** Electrical Wholesaler Store
- RES-STK:** Stockist Store
(Stocks minimum amount in Rands, could be in one product line or more. One better than Wholesaler)
- RES-DIS:** Distribution Store
(Stocks minimum amount in Rands, holds minimum of six product lines or more. One better than Stockist)
- RES-RET:** Retail Store
- RES-HAR:** Hardware Store
(Sells everything from paint to wood)
- RES-SPE:** Specialist Store
(Sells products focused in a specific sector - lighting or pumps, etc)

Manufacturer Users: Please select the option that would classify your business:

- MAN-OEM:** Original Equipment Manufacturer
- MAN-PAN:** Panel Builder

STEP 3 INVOICE & PAYMENT DETAILS

Credit Limit Applied For ZAR: _____

Your Financial Period End: 25th or Month End

NOTE: ACDC Express' financial period end is the 30th of each month.

Method of Payment: Please tick the relevant box. Electronic Funds Transfer Credit Card (VISA & Mastercard)
Cash Cheque (Note that we do not collect cheques)

NOTE: No settlement discount applicable for accounts paid by credit card.

STEP 3.1 BANKING DETAILS

Name: _____ Branch Code: _____

Account Number: _____ Branch Name: _____

STEP 3.2 INVOICES & STATEMENT POSTAL ADDRESS

Tel: _____

Fax: _____

Fax: _____

Postal Code: _____ Statement Email Address: _____

Country (If Outside RSA): _____

NOTE: ACDC Express prefers to save our environment and use of electronic mediums are used via email or website



STEP 3.3 CREDITORS CLERK

Direct Tel: _____ Direct Mobile: _____
Direct E-mail: _____ Direct Fax: _____
Part Shipment of orders permitted, include back orders? Yes No

STEP 3.4 PHYSICAL ADDRESS OF BUSINESS

Are your business premises: Owned Leased
Business Name: _____ If leased, name of the landlord: _____
Direct Tel: _____ Fax: _____
Direct Email: _____ Country (If outside RSA) _____
Postal and Physical Address of Landlord: _____

Telephone: _____

STEP 4 DELIVERY & PURCHASE DETAILS

4.1 BUYER

Name: _____ Direct Tel: _____
Direct Fax: _____ Direct Email: _____

4.2 PREFERRED METHOD OF BUYING

Web On-Line Email Fax Telephone Visit

Written orders may be requested for special products

4.3 DELIVERY ADDRESS

If different to physical address given in Step/Section 3.4

For additional delivery addresses, copy step 3.4, complete and attach to document

Country (If outside RSA) _____

Preferred Method of Delivery: Please tick relevant box:

Collect By Your Staff Delivery By Our Delivery Team Your Courier/Shipper (Additional Details Required Below)



Company Name: _____ Tel: _____

Fax: _____ Email: _____

Courier Address: _____

Service Required (e.g. Economy or Express): _____

Account Number: _____

STEP 5 REFERENCES

Owners / Directors / Members of Business:

1) Name: _____ 2) Name: _____

ID Number: _____ ID Number: _____

Residential Address: _____ Residential Address: _____

STEP 6 TRADE REFERENCES

1) Company: _____ Tel: _____

Address: _____ Fax: _____

_____ Email: _____

2) Company: _____ Tel: _____

Address: _____ Fax: _____

_____ Email: _____

3) Company: _____ Tel: _____

Address: _____ Fax: _____

_____ Email: _____

STEP 7 MARKETING INFORMATION

How did you find out about **ACDC Express**?

- | | | | | |
|-------------------------------------------------|-----------------------------------|-------------------------------------|----------------------------------------|---------------------------------------|
| Print Media <input type="checkbox"/> | Radio <input type="checkbox"/> | Exhibition <input type="checkbox"/> | Social Media <input type="checkbox"/> | Sales Person <input type="checkbox"/> |
| Billboard / Streetpole <input type="checkbox"/> | Internet <input type="checkbox"/> | Leaflet <input type="checkbox"/> | Word of Mouth <input type="checkbox"/> | Other <input type="checkbox"/> |



STEP 8 THE LEGAL STUFF

I, the undersigned _____

In my capacity as _____ for the applicant, hereby

1. Warrant that the above information is correct.
2. Accept and will adhere to the terms of strictly 30 (thirty) days from date of statement.
3. Certify that I am authorised by the client to sign this document, the empowering resolution already have passed and filed in the company's minute books.
4. Agree that all the purchases will be made in terms of ACDC Express Terms & Conditions of Sale as set out in this document.
5. Authorise ACDC Express to contact the above Trade references and to share information on demand.

Dated at: _____ on this _____ day of _____ 201 _____

As witness

1) _____

2) _____

For Applicant (*he being duly authorised hereto*)

CONDITIONS OF SALE & TENDER

Unless expressed to the contrary in writing, the following set of conditions of Sales & Tender shall be deemed to be incorporated and form part of all contracts concluded between ACDC Express ("ACDC") and any other party involved in purchasing goods and services ('the Buyer'). The written contract, together with these Conditions, embodies the entire understanding between the parties. No additional promises, conditions or terms may be added except in the form of a written alteration to the contract to be signed by both parties. Should one or more of these Conditions be invalid, the remaining Conditions as applicable shall remain in force unless otherwise agreed in writing. The contract shall, in all respects, be in conformity with law of ACDC's country of registration.

- 1 VALIDITY. All quotations shall be valid for acceptance during the period stated in the tender.
 - 1.1 If no period is stated, the following shall apply:
 - 1.1.1 Written, faxed or telexed quotations shall have a validity period of 30 days from the date of the quotation.
 - 1.1.2 Telephonic or verbal quotations shall have a validity of 24 hours. Quotations may be withdrawn prior to acceptance. In the event of the order being placed after the expiry of the quotations' validity date, the order shall be subject to ACDC's written confirmation. The tender is given as a whole and is indivisible unless otherwise agreed by ACDC.
- 2 ACCEPTANCE. The acceptance of any tender must be accompanied by sufficient information in writing to enable ACDC to proceed with the execution of the order immediately, failing which, ACDC shall be entitled to amend the quoted prices to cover any costs incurred as a result of such delays and extend the delivery date(s).
 - 2.1 Any goods supplied for sample purposes on a 'Sale or Return' basis, must be returned to ACDC, carriage paid, within one month from date of receipt, or paid for.
- 3 PACKING. Unless otherwise specified, ACDC's prices include packing in accordance with its standard practice.
- 4 LIMITS OF CONTRACT. The quoted price includes only such goods, accessories and work as are specified therein.
- 5 DRAWINGS, TECHNICAL & COMMERCIAL LITERATURE. All descriptive and shipping specifications, drawings and particulars of masses and dimensions submitted with ACDC's quotation are approximate only, and the descriptions prices, illustrations, dimensions, standards, performance data and information contained in ACDC's catalogues, price lists and other advertising material are intended merely to present the general picture of the goods and shall not form part of the contract unless specifically stated.
 - 5.1 After acceptance of ACDC's quotation, a set of certified drawings can be made available. All designs, and the copyright in all drawings, technical specifications, information and memoranda furnished by ACDC shall remain its property.
- 6 PERFORMANCE. Any performance figures published by ACDC are based upon its experience and are such as it expects to obtain on test in its works.
 - 6.1 ACDC accepts no liability for damages for failure to attain such figures unless it has specifically guaranteed the performance figures, subject to the recognized applicable tolerances.

Initial Here: _____



- 6.2 The Buyer assumes responsibility that the goods stipulated by it are sufficient and suitable for its purpose. The Buyer shall be responsible for all discrepancies, errors, omissions or ambiguities in drawings and other particulars supplied by it.
- 6.3 In the event of ACDC being prevented from fulfilling its obligations due to any cause beyond its control, ACDC shall be entitled to terminate any part of the contract affected, or, if necessary, the whole contract, at its sole discretion. In either event, ACDC shall not be liable for any damages whatsoever sustained by the buyer as a result. In such an event, ACDC shall be entitled to payment in respect for goods and services already supplied and goods already manufactured or ordered.
- 7 DELIVERY. This shall be made at the place specified in the quotation and excludes off-loading and positioning unless otherwise stated.
- 7.1 ACDC shall have the right to effect partial deliveries unless otherwise specified.
- 7.2 Each delivery, or partial delivery, will be deemed to be sold under a separate contract.
- 7.3 Failure by ACDC to be able to make any delivery, or part delivery, shall not entitle the Buyer to cancel the outstanding balance of the order unless the Buyer has given ACDC reasonable opportunity to remedy.
- 7.4 Should the Buyer fail to take delivery within a reasonable time, ACDC shall be entitled to claim costs from the Buyer and cancel the remaining value of the contract.
- 8 OWNERSHIP. Risk in the goods shall pass on delivery, but ownership remains vested in ACDC until the invoice has been paid in full.
- 8.1 In respect of goods purchased for resale, the Buyer shall sell that stock which has been in its possession longest and its accounting shall reflect this position and be on the FIFO basis, and it shall be deemed accordingly for the purpose of the contract.
- 9 LIABILITY FOR DELAY. All dates quoted for delivery by ACDC are based upon information available at the time of preparing the quotation and are dependent upon ACDC receiving all the necessary information and drawings to enable it to commence work immediately upon the placing of the order and to proceed without interruption or modification.
- 9.1 All delivery dates are estimates and ACDC shall not be liable for late delivery unless specifically agreed in writing.
- 9.2 In all cases, whether a time for delivery has been agreed or not, the time for delivery shall be extended by a reasonable period if the delay in delivery is caused by instructions, or lack thereof, from the Buyer or by industrial dispute or by reason of Force Majeure, or by any cause whatsoever beyond ACDC's reasonable control.
- 9.3 A contract shall not be cancelled on the grounds of ACDC's delay unless ACDC shall have first received reasonable notice of the Buyer's intention to insist on adherence to the contractual delivery dates, thus affording ACDC a reasonable opportunity to remedy the situation.
- 10 VARIATIONS & SUSPENSIONS. Prices quoted may be fixed, subject to foreign exchange, Contract Price Adjustment (CPA) or other conditions as stipulated in the quotation.
- 10.1 Unless otherwise stated, the amount of all duties, taxes and other charges applicable to the manufacture and/or sale of the goods shall be borne by the Buyer. Where a CPA formula is applicable, a certificate issued by ACDC's Auditors, acting as experts and not as arbitrators, as to the variations in ACDC's costs shall be binding upon the Buyer. In the event of variation of work on the Buyer's instructions, or lack thereof, ACDC shall be entitled to increase the contract price by a sum of money sufficient to cover the extra expenses incurred by ACDC as a direct or indirect consequence of such variation(s).
- 10.2 In the event of suspension of work, or delay of delivery date(s) by the instruction of the Buyer, or its agent, or failure by the Buyer, or its agent, to provide ACDC timeously with free issue materials, full details, instructions, drawings or other documents or information required, and that this suspension or delay would cause an invoice to be raised in a financial month later than proposed in the quotation.
- 10.3 ACDC reserves the right to either invoice progress payments to cover the costs of materials and labor incurred to date, or increase the contract price to cover costs involved including the cost of finance required.
- 11 TERMS OF PAYMENT. Unless otherwise stated in the quotation or otherwise agreed in writing, all payments will be in the currency of ACDC's country of registration and the terms of payment shall be as follows.
- 11.1 CASH SALES may be paid by cash, approved credit card or cheque, which must be endorsed by the drawer, made payable to 'Cash' or 'Bearer', and uncrossed.
- 11.1.1 ACDC reserves the right to impose a limit over which the cheque must be bank guaranteed, in which case it would be crossed and made out to 'ACDC Express' No post-dated cheques can be accepted. Bank transfers (including electronic payments) are accepted, but the goods may only be release once the transfer is received into ACDC's local bank account.
- 11.2 ACCOUNT SALES, with the exception of sales covered by 11.3, to Buyers with approved account facilities, are payable in full on or before the end of the month following that month during which ACDC's invoice was raised. In order to qualify for any settlement discount offered, payment must be received by ACDC by due date. Bank transfers (including electronic payments) are accepted. All payments must be accompanied by a remittance advice giving sufficient information to enable the ACDC accounts department to correctly allocate the monies received against the invoices outstanding. In the absence of proper information and when only part payment is received will be allocated to the oldest amount(s) due.

Initial Here: _____

- 11.3 Notwithstanding all other terms of payment, ACDC shall be entitled to call for payment in advance, or for security for the outstanding balance of the order value, if, at any time, it has reasonable grounds for doubting the Buyer's ability to pay. Counter claims may not be set off against payments nor any payments be withheld on account of any counter claim by the Buyer unless such counter claims are accepted by ACDC in writing. The obligation of ACDC under the contract may only be enforced in the event of the Buyer having made all payments timeously and not having breached any of the other terms or conditions of the contract.
- 12 ARREARS. Should the Buyer's account remain unpaid after the end of the month following that month during which the invoice was raised, ACDC reserves the right to withhold further supplies until the arrears are paid and that ACDC is satisfied of the Buyer's continued credit worthiness. While supplies are being withheld, goods may not be supplied as 'cash sales' as the monies received by ACDC will be deemed to be in part payment of the oldest debt(s).
- 12.1 **The NCA does not apply to this Agreement at all if the purchaser is a juristic person – with an asset value or annual turnover equal to or exceeding R1 000 000 (one million rand); or with an asset value or annual turnover less than R1 000 000 (one million rand), but the value of the goods purchased equals or exceeds R250 000 (two hundred and fifty thousand rand); In respect of sole proprietors or juristic-person purchasers that fail to meet either of the above thresholds, this Agreement will only be subject to the National Credit Act 34 of 2005 if interest is levied and 20 (twenty) days have elapsed since the levying of interest.**
- 12.2 A Juristic Person definition- A 'juristic person' is broadly defined in the NCA to include 'a partnership, association or other body of persons, corporate or unincorporated, or a trust if (a) there are three or more individual trustees; or (b) the trustee is itself a juristic person.
- 12.3 Interest may be charged by ACDC on all overdue amounts at a rate of 2% per month. A certificate from any ACDC Express manager or accountant shall be Prima Facie proof of the amount owing and the prevailing interest rate. Without waiving any other rights contained in the contract, both parties are entitled to enter into a separate written agreement regarding account payments.
- 13 GUARANTEE
- 13.1 AGENCY PRODUCTS. ACDC passes onto the Buyer all conditions and benefits of the Principal's guarantee. In all cases, the Principal will, at its expense and through ACDC, make good any defects in material and workmanship of its products under proper use and within its guarantee, being twelve months from the date of delivery from ACDC to the Buyer.
- 13.1.1 Liability is limited to the repair or replacement of the product, at the discretion of the Principal, and this liability specifically excludes injury or consequential damage to other equipment or production losses or penalty claims no matter how caused. Such repair or replacement shall take place at the premises of either the principal, or ACDC, as required by the Principal.
- 13.1.2 The Buyer alone is responsible for any costs of removal and re-installation, packaging, insurance and transport of the goods to and from ACDC's premises. ('Agency' covers all formal agreements where ACDC represents the Principal as an Agent/Dealer/Distributor/Stockler, or where ACDC has included the product in its own catalogue).
- 13.2 NON-AGENCY PRODUCTS, excluding 13.3, are not covered by any guarantee unless specifically agreed in writing by ACDC.
- 13.3 MANUFACTURED PRODUCTS (manufactured by ACDC) are covered by a guarantee equivalent to 13.1 where ACDC becomes the Principal, for the product as a whole item. In respect of goods designed by the Buyer, or its agent.
- 13.3.1 ACDC's guarantee covers workmanship but shall be limited to the individual component guarantees (if any) and not the product as a whole item.
- 13.4 The Buyer shall not be entitled to cancel the contract by virtue of any defects occurring in the goods.
- 14 CONSEQUENTIAL DAMAGES. All goods are supplied and all work is done on the condition that ACDC shall in no way be liable to the Buyer or any other party, for loss of contracts or profits or any loss or damage, whether direct or indirect, general, specific or consequential, howsoever caused or incurred, including such loss or damage attributable to its' negligence or the negligence of its servants, employees or agents, or to any acts, omissions or defaults, or failure to carry out or fulfill its obligations, or to defective and/or poor materials, workmanship or design.
- 15 SHORTAGES IN DELIVERY & DAMAGE IN TRANSIT. No claim for shortages or receipt of damaged goods will be entertained unless made within seven days of delivery, or in the event of non-delivery, within fourteen days of invoicing. When the quoted price includes delivery, ACDC will replace or repair, free of charge, goods damaged in transit to the point of delivery.
- 16 RETURNS.
- 16.1 Equipment correctly supplied by ACDC to the Buyer in accordance with the Buyer's instructions may not be returned for a refund.
- 16.2 Returns for repair or warrantee claims are accepted at the goods receiving counter and, at all times, a Repair Note must be received by the Buyer or its agent or representative. Warrantee claims must be accompanied by a copy of ACDC's original invoice or delivery document.



- 16.3 Before any goods can be returned for credit, written authorization must be obtained from ACDC's Branch or Sales Manager. Goods must be sent to ACDC by the Buyer under cover of a suitable returns note, duly authorized, together with a copy of ACDC's original invoice or delivery note specifying the full reason for return and details of any replacement equipment ordered.
- 16.4 Any authorization for return given is subject to final acceptance after thorough inspection and testing of the returned goods. Equipment considered for return must be unused and in a resalable condition and acceptable in terms of the following categories.
- 16.4.1 Returnable equipment includes those purchased within 30 days: locally stocked standard products, full drums or reels of locally stocked cable and wire; electronic components, provided that they have never been fitted.
- 16.4.2 Non-Returnable equipment includes those purchased over 30 days: cut lengths of cable, wire or rope, equipment specially imported or manufactured for the Buyer, locally purchased standard equipment, subject to the original suppliers conditions, other equipment as specified by ACDC in the quotation as non-returnable.
- 16.5 ACDC shall have the right to charge a handling fee on all correctly supplied goods which it agrees to accept for return. This fee would normally be waived when goods of equal or greater value have been purchased in replacement of those goods being returned. The following fees are expressed as a percentage of the net invoiced amount.
- 16.5.1 Standard stock items - 15% up to 30 days, 25% over 30 days. Over 90 days, goods not returnable. Test Instruments - up to 50%
- 16.5.2 Locally sourced specially purchased standard equipment - subject to the original suppliers' conditions.
- 17 CANCELLATION. ACDC shall have the right to terminate the contract if: the Buyer is liquidated or commits an act of insolvency or allows a judgment against it to remain unsatisfied for more than seven days, and/or; the Buyer breaches any of the terms or conditions of the contract.
- 17.1 Termination of the contract would be without prejudice to ACDC's rights and claims for such damages as it has sustained as a result of the breach of contract. Failure of ACDC to react to a breach of the contract by the Buyer may not be construed as a waiver by ACDC of any of its rights in terms of the contract.
- 17.2 Upon cancellation of the contact of any reason, all amounts owing by the Buyer of ACDC in terms of the contract shall immediately become due and payable.
- 18 JURISDICTION OF THE MAGISTRATES COURT. Both parties agree that either party shall be entitled to institute legal proceedings against the other which might arise out of, or in connection with the contract in any Magistrates' Court in ACDC's country of registration have jurisdiction on the matter, notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of the Magistrates Court.
- 18.1 All costs incurred by ACDC in enforcing its rights under the contract against the Buyer shall be borne by the Buyer including costs on the Attorney and Client scale.

Initial Here: _____



DEED OF SURETYSHIP

I/We, the undersigned: _____

Home Physical Address: _____

Hereby renouncing the benefits of exclusion and division with the full force and effect whereof I/we acknowledge myself/ourselves to be acquainted, do hereby bind myself/ourselves as surety in solidum and co-principal debtor with

(Legal entity: Full registered name of close corporation or company)
(Hereinafter referred to as "the DEBTOR")

Unto and in favour of:

ACDC Express

(Hereinafter referred to as "the CREDITOR")

for the due payment of all amounts of whatever nature and for the performance of any obligation, all of which may now or in future become owing by the DEBTOR to the CREDITOR for goods sold, services rendered and materials supplied by the CREDITOR to the DEBTOR.

I / WE AGREE THAT:

1. In this Deed –
 - a. words denoting the plural shall include the singular and vice versa;
 - b. words denoting one gender shall incorporate the other two.
2. The CREDITOR shall in its sole discretion be entitled always:
 - a. to determine the extent, nature and duration of the facilities (if any) to be allowed to the DEBTOR.
 - b. be at liberty to release securities, or other sureties for the DEBTOR, or to grant any indulgence or extension of time to compound or make other arrangements with the DEBTOR or me, or any other surety or sureties for the DEBTOR, and so such action on the part of the CREDITOR shall in any way affect or be construed or operate as a waiver or abandonment of any of the CREDITOR'S rights or claims against me in terms of this Suretyship.
3. All and any acknowledgement by the DEBTOR of its indebtedness and any admission by or on behalf of the DEBTOR shall be binding on me/us.
4. The CREDITOR shall have the right to appropriate any monies received by it from me hereunder to any portion of the indebtedness of the DEBTOR in the sole discretion of the CREDITOR.
5. Without prejudice to anything hereinbefore contained, this Suretyship shall apply to and cover the CREDITOR in respect of claims which the CREDITOR may have acquired or in future may acquire against the DEBTOR from any person whomsoever or whatsoever.
6. This Suretyship shall remain in full force and effect as a continuing cover security, notwithstanding any intermediate settlement of or fluctuation in or the temporary extinction of the indebtedness of the DEBTOR to the CREDITOR.
7. The CREDITOR may cancel this Suretyship after the expiry of 7 (seven) days' written notice given by the Surety requesting same on condition that all indebtedness, commitments and obligations of the DEBTOR to the CREDITOR shall have been fully discharged.
8. For the purpose of the cancellation referred to in clause 6 (b) above, indebtedness commitments and obligations shall embrace in its meaning monies owing in respect of orders for goods which have been confirmed but have not been executed.
9. Furthermore, notwithstanding the death or legal disability of myself/ourselves, until the CREDITOR shall have agreed in writing to cancel this Suretyship, this Suretyship shall remain in full force as a continuing covering security binding upon me/us, notwithstanding that it may or may not in any whole or part have ceased to be binding on me/us.
10. In the event of the CREDITOR ceding its claims against the DEBTOR to any third person, then this Suretyship shall be deemed to have been given by me to such person or persons to whom the CREDITOR may cede its claims against the DEBTOR and such cessionary shall be entitled to exercise all or any rights which the CREDITOR has in terms of this Suretyship.
11. I/We choose domicilium citandi et executandi for all purposes herein at the above address set out against my/our name.



12. All notices addressed to me by prepaid registered post to my domicilium address above shall be deemed to have been delivered to me 5 (FIVE) days after such posing thereof, alternatively, if delivered by hand, on the date of the said delivery.
13. Each of the obligations and undertakings assumed by me/us herein shall be regarded as distinct and severable covenants and shall be given effect to as such, notwithstanding the manner in which such undertakings and obligations have been grouped together or linked grammatically. Furthermore, in the event of any one or more of such undertakings or obligations being found by any Court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, such findings shall in no way effect any of the other undertakings or obligations, which shall continue to be and remain of full force and effect.
14. I/We hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction in respect of any action against me/us arising here from. The CREDITOR shall nevertheless, in its discretion, be entitled to institute proceedings in the Supreme Court or any other Court of competent jurisdiction.

THIS DONE and SIGNED at _____ on this the _____ day of _____ 201 _____

CLIENT SIGNATURE: _____

1. WITNESS: _____ 2. WITNESS: _____

CLIENT SIGNATURE:

1. WITNESS: _____ 2. WITNESS: _____

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS. KINDLY EMAIL OR FAX THIS TO US RIGHT AWAY. WE WILL REQUIRE THE ORIGINAL BEFORE OPENING THE TRADE FACILITY.



STATEMENT OF ASSETS AND LIABILITIES

<p>LIABILITIES</p> <p>Bonds:</p> <p>Due to Bank: overdraft</p> <p>Due to other Banks</p> <p>Bills payable</p> <p>Sundry creditors</p> <p>Hire purchase agreements</p> <p>Loans</p> <p>Income Tax</p> <p>Other</p> <p>Surplus</p>	<p>ASSETS</p> <p>Fixed Property:</p> <p>Vehicles, machinery</p> <p>Furniture</p> <p>Bonds</p> <p>Book debts</p> <p>Stock in trade</p> <p>Produce</p> <p>Livestock</p> <p>Shares</p> <p>Cash</p>
<p>R (only)</p>	<p>R (only)</p>
<p>TOTAL</p>	<p>TOTAL</p>
<p>Contingent liabilities as guarantor, etc.</p> <p>Details</p>	<p>Contingent assets: life policies, etc.</p> <p>Details</p>
<p>I/We _____</p>	<p>Annual income (salary and other) R _____</p>
<p>_____</p>	<p>Signed at _____ on _____</p>
<p>_____</p>	<p>Signature _____ Witness _____</p>
<p>_____</p>	<p>Signature: _____ Witness _____</p>
<p>Hereby declare that this is a full, true and correct statement of my/our assets and liabilities as at _____</p>	
<p>Marital Status:- _____</p>	