



CREDIT APPLICATION FORM

Please note we need the following:

- CK DOCUMENTS
- I.D DOCUMENTS
- VAT DOCUMENTS

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**PLEASE SEND US ORIGINAL
DOCUMENTS BACK**

Trading Hours:

Monday - Saturday: 07:00 - 21:00

Sunday: 07:00 - 20:00

 www.abemidas.co.za

 012 330 8100

 @ ABEMIDAS

 ABE Midas

ABE MOTOR SPARES

Reg no: CK 1996/016017/23

Vat Reg no: 4220103461

461 18th Ave, Rietfontein, Pretoria-PO Box 23066, Gezina, 0031. Tel: (012) 330 0251 Fax:(012) 331 3693/4

Account No:

CREDIT APPLICATION/UNDERTAKING TO TRADE
(A Surety Agreement is included in this Credit Application)

GENERAL INFORMATION

FULL REGISTERED COMPANY NAME											
TRADING NAME (IF NOT AS ABOVE)											
FULL REGISTERED COMPANY NAME											
<input type="checkbox"/>	PUBLIC COMPANY	<input type="checkbox"/>	(PTY) COMPANY	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	SOLE OWNERSHIP		
DATE OF REGISTRATION/ INCORPORATION/ESTABLISHMENT			REGISTRATION NUMBER								
VAT NUMBER											
PHYSICAL ADDRESS					POSTAL ADDRESS						
		CODE				CODE					
TELEPHONE NUMBER		FAX NUMBER									
CELLPHONE NUMBER		E-MAIL ADDRESS									
FULL NAMES OF DIRECTORS/MEMBERS/PARTNERS/OWNER											
1.	2.			3.							
ID	ID			ID							
CONTRACT: FINANCE				POSITION							
NAME OF AUDITORS			DATE OF APPOINTMENT			TELEPHONE NUMBER					
ARE AUDITED FINANCIAL STATEMENT AVAILABLE?				<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	(IF YES, PLEASE ATTACH A COPY TO THIS FORM)			
PREMISES:	<input type="checkbox"/>	FACTORY	<input type="checkbox"/>	WAREHOUSE	<input type="checkbox"/>	SHOP	<input type="checkbox"/>	OFFICES	<input type="checkbox"/>	PRIVATE HOUSE	
ARE PREMISES		<input type="checkbox"/>			OWNED BY APPLICANT	<input type="checkbox"/>			OWNED BY ASSOCIATED COMPANY	<input type="checkbox"/>	RENTED
FINANCE DETAILS											
MAXIMUM CREDIT REQUIRED – PER MONTH											
PAYMENTS TERMS – STRICTLY NETT – 30 DAYS FROM DATE OF STATEMENT											

TRADE REFERENCES

NAME	TELEPHONE NUMBER	RAND VALUE

BANKING DETAILS

BANKERS		BRANCH	
ACCOUNT NUMBER		BRANCH CODE	

CONDITIONS OF CREDIT

- TO ABIDE BY THE GENERAL CONDITIONS OF SALE OF ABE MOTOR SPARES CC, WHICH I/WE ACKNOWLEDGE MYSELF/OURSELVES TO BE FULLY ACQUANNTED WITH.
- TO MAKE PAYMENT FOR ALL PHURCHASERS WITHIN 30 DAYS OF THE DATE OF STATEMENT RELTING THERETO.
- THAT THE CONDITIONS CONTAINED HEREIN AND IN THE GENERAL CONDITIONS OF SALES OF ABE MOTOR SPARES CC, MAY ONLY BE VARIED IN WRITING BY BOTH PARTIES AND SHALL BE THE BASIS OF ALL FUTURE CONTRACTS BETWEEN THE PARTIES AND MUST BE SIGNED BY BOTH PARTIES.
- TO ALLOW ABE MOTOR SPARES CC TA MAKE CREDIT ENQUIRIES ON THE APPLICANT BY CONTACTING VARIOUS SOURCESSUCH AS REFERENCCESS, BANKS AND ANY OTHER INFORMATION TO ACCESS ANY/ALL CREDIT BUREAU DATA BASES PRIOR TO AND OR AFTER GRANTING CREDIT, REPORT ON THE CONDUCT OF THE ACCOUNT TO ALL CREDIT BUREAU OF ANY OTHER INTERESTEDPERSONS WHO REQUIRE INFORMATION FOR THE PURCHASERS OF CREDIT ASSIGNMENT.

TO BE COMPLETED BY OWNER/PARTNER/DIRECTOR/MEMBER

I, _____, HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO SIGN THIS CREDIT APPLICATION / UNDERTAKING TO TRADE, A COPY OF WHICH HAS BEEN HANDED TO ME, AND RECIRD THAT I AGREE TO THE TERMS AND CONDITIONS SET OUT IN CONDITIONS OF MY ATTENTION AND BY WHICH I DO AGREE TO BE BOUND.

SIGNED _____

COMPANY RUBBERSTAMP

DESIGNATION _____

NAME _____

DATE _____

STANDARD TERMS AND CONDITIONS OF SALE

1. THESE TERMS SUPPLEMENTED BY TERMS ON INVOICE/DELIVERY NOTES

The Applicant by his/her/its signature accepts the Creditor's terms and conditions of sale read with the Creditor's invoices/delivery notes notwithstanding The Applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the Applicant's said terms are hereby expressly excluded from any agreement of sales concluded or to be concluded or between the Applicant and/or Creditor.

2. CREDIT FACILITIES

The Purchase price for the goods shall be paid by the Applicant in cash without deduction or set-off direct to the Creditor in accordance with the credit term extended by the Creditor to the Applicant in accordance with the Credit Application Form, to which these Standard Terms of Sale are annexed, all of which are material terms of conditions to the agreement, and if not paid by the due date, the Applicant shall be liable to pay interest on the amount outstanding at the statutory prescribed rate in accordance with the Prescribed Rate of Interest Act and per published in the Government Gazette from time to time, calculated monthly from date that same became due to the Creditor to the date of payment thereof.

3. CONDITIONS OF DELIVERY

Time shall not be of the essence insofar as an accepted order relates to deliveries, and the Creditor does not guarantee delivery of the goods on any specific date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods and/or tenders delivery or if the Creditor at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specific rate over a period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been postponed, and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.

4. LIMITATION OF LIABILITY

If the Creditor cannot deliver some or all of the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion, cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in defect, (including without being limited thereto, any loss of profits) thereby caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage (consequential or otherwise) as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in the regard whatsoever.

5. RESERVATION OF OWNERSHIP

Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from Creditor to the Applicant. Notwithstanding the afore going, all risk of loss and/or damage in or to any goods and/or products said by the Creditor to Applicant shall pass to the Applicant after goods have been loaded onto any vehicle delivery same to the Creditor's premises.

6. LIMITED WARRANTY

The Creditor furnishes with its goods/products its standards guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the Applicant to the Creditor in respect of such goods/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.

7. INDEMNITY

The Applicant hereby indemnifies the Creditor against all or any claims or whatsoever nature, which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss or profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. The indemnity shall include the payment by the Creditor of legal fees to its attorneys on an attorney and client scale in contesting any such action.

8. SUSPENSION AND CANCELLATION IN EVENT OF NONPAYMENT

Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payments hereof by insisting upon advanced payments for any goods sold and delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or is unable to pay any of its debts and/or seeks to effect any compromise with any of its Creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable to Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of its agreement. No suspension, delay and/or cancellation as a result of any of the after going events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise. The credit facilities awarded to the Applicant in terms hereof may be withdrawn by the Creditor at any stage without notice to the Applicant.

9. EXCLUSIVITY AND NON-VARIATION

The terms and conditions contained in this credit application form and/or standard terms and conditions of trade, shall constitute the entire agreement between the Creditor and the Applicant and no variation, amendment, consensual cancellation or otherwise shall be force or effect unless agreed to by both the Applicant and the Creditor in writing and signed by both parties.

10. NO NOVATION

No indulgences, latitude, extension of time or the like granted by the Creditor to the Applicant shall in any way whatsoever constitute a novation or whatsoever of any rights with the Creditor may have against the Applicant nor may it operate as an estoppel against the Creditor.

11. SOUTH-AFRICA LAWS APPLICABLE

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South-Africa.

12. CERTIFICATE OF INDEBTEDNESS

The Applicant confirms that a certificate signed by the Credit Manager or any Member of the Creditor showing the amount owing the Applicant to the Creditor shall be sufficient proof that said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purpose of any action (whether by way of provisional sentence, summary judgement or otherwise) proof of any debt on insolvency or for any purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.

13. JURISDICTION OF MAGISTRATE COURT

The Applicant and the person/s who executes the deed of suretyship below hereby consents 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 over the Applicant and/or the Surety and Co-Principal debtor for the determination of any action or proceedings

