

CREDIT APPLICATION AND CASH ACCOUNTS

LEGAL NAME OF COMPANY _____

TRADING NAME _____

COMPANY REG. # _____ (Attach a copy of company registration document)

NATURE OF BUSINESS _____

POSTAL ADDRESS _____

DELIVERY ADDRESS _____

TEL # _____ FAX # _____

CELL # _____ EMAIL _____

VAT REGISTRATION NUMBER _____ (Attach a copy of VAT certificate)

OWNERSHIP

CLOSE CORPORATION	PRIVATE COMPANY-PTY LTD	PUBLIC COMPANY	OTHER – SPECIFY:
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DATE OF INCOPRORATION _____

MEMBERS / DIRECTORS:

FULL NAME	IDENTITY NUMBER	ADDRESS	CONTACT NUMBER

NAME OF THE PERSON RESPONSIBLE FOR ACCOUNT PAYMENTS: _____

TEL # _____ EMAIL _____

APPROXIMATE AMOUNT OF CREDIT REQUIRED MONTHLY: R _____

NAME OF BANKER AND BRANCH _____

BANK ACCOUNT NUMBER _____

TRADE REFERENCES WHERE CREDIT EXTENDED

NAME _____	NAME _____
TELEPHONE NUMBER _____	TELEPHONE NUMBER _____
COMMENTS _____	COMMENTS _____
NAME _____	NAME _____
TELEPHONE NUMBER _____	TELEPHONE NUMBER _____
COMMENTS _____	COMMENTS _____

- I, THE UNDERSIGNED _____ IN MY CAPACITY AS _____ OF THE CUSTOMER, AND IN MY PERSONAL CAPACITY:
- HEREBY WARRANT THAT I AM DULY AUTHORISED BY THE PURCHASER TO MAKE THIS APPLICATION ON ITS BEHALF AND THAT THE ABOVE INFORMATION IS TRUE AND CORRECT;
 - DO HEREBY ON BEHALF OF THE PURCHASER, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF CONTRACT SET OUT ON THE ATTACHED FORM HERETO, WHICH TERMS AND CONDITIONS I ACKNOWLEDGE HAVING READ AND UNDERSTOOD;
 - DO HEREBY ACKNOWLEDGE AND AGREE THAT BY MY SIGNATURE HERETO, I BIND MYSELF IN ACCORDANCE WITH THE TERMS AND CONDITIONS OVERLEAF, AS SURETY AND CO-PRINCIPAL DEBTOR IN SOLIDUM WITH THE PURCHASER IN FAVOUR OF NH3 REFRIGERATION FOR THE DUE PAYMENT BY THE PURCHASER OF ALL AMOUNTS WHICH MAY NOW OR AT ANY TIME HEREAFTER BECOME PAYABLE BY THE PURCHASER TO NH3 REFRIGERATION.

Signed at _____ on this _____ day of _____ 20_____.

PRINT FULL NAME _____ SIGNATURE _____ DESIGNATION _____
 WITNESS _____

TERMS AND CONDITIONS OF SALE

1. Any order resulting here from shall be subject to the conditions stated herein unless specifically varied by NH3 Refrigeration in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Purchaser's documentation as may be in conflict herewith. Should the Purchaser in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Purchaser, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by NH3 Refrigeration in writing with specific reference to the Purchaser's contrary documentation.
2. Terms of payments for supply only, are 7 days net from date of invoice or 30 days net from date of statement or otherwise stated; if supply and erection is included, progress payments shall be made on presentation of invoice for goods delivered to site, up to the value of 95% with 5% retained by the purchaser for payment on completion of erection. Should payment not be made within 7days of due date, NH3 Refrigeration reserve the right to discontinue work and the Purchaser will be liable for payment of the full contract price. Payments due but not received shall bear monthly interest at 2 % per month from due date until date of receipt of payment.
3. The Purchaser hereby gives his / her consent for a credit check.
4. Outstanding accounts are subject to default listing on national credit bureau databases.
5. On payment of the outstanding debt the default listing will be adjusted to read "PAID DEFAULT" until legislation demands complete removal.
6. NH3 Refrigeration reserves the right to provide a national credit bureau with updated personal information.
7. The Purchaser also consents that NH3 Refrigeration may use a national credit bureau database for tracing, should the Purchaser abscond.
8. The Purchaser hereby agrees that should they default on payment, NH3 Refrigeration can make this information available to the industry and affiliated businesses.
9. Notwithstanding delivery of any goods sold by NH3 Refrigeration to the Purchaser, ownership of those goods sold and delivered shall only pass to the Purchaser when the purchase price in respect of those goods, inclusive of any interest which may have accrued thereon, has been paid in full. Risk in and to the goods shall, however, pass to the Purchaser upon delivery.
10. Deliveries stated are given in good faith and every effort will be made to carry out any contract within the time stated, no responsibility being accepted for delays in delivery or erection due to breakdown of machinery, strike, labour disputes, war, riots, civil commotion, shortages of materials or labour, accidents regulations or order of any government or municipality, or other causes beyond our control. The Purchaser acknowledges that NH3 Refrigeration and/or their suppliers may have to order stock from overseas and travel arrangements could delay delivery. As such NH3 Refrigeration will not accept any claims for direct or contingent damages due to late delivery and the Purchaser shall not be released from his contract by reason of any such delay.
11. 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 representative of the Purchaser.
12. In respect of clause 5 NH3 Refrigeration undertake to repair or at their discretion replace free of charge at point of delivery in terms of the contract any part of the goods that may prove defective due to faulty workmanship or material. No claim in respect of delivery or faulty workmanship or material shall be maintained against them three months after date of delivery unless otherwise provided for in the contract. Misuse by the Purchaser or his employees or others shall invalidate all and every guarantee of quality and performance. Other than the undertaking herein expressed, no warranty or representation shall be assumed to be given by NH3 Refrigeration or implied. Under no circumstances shall NH3 Refrigeration be responsible for loss of the Purchaser's profit or for any consequential or indirect damages.
13. The scope of delivery under any contract resulting from a tender shall include only those items specified on the tender documentation; any additional goods supplied or work carried out by reason of the Purchaser's instructions or at the insistence of Government or Municipal authorities, shall be added to the tender price and paid for accordingly by the Purchaser.
14. The Purchaser must fully insure goods purchased from NH3 Refrigeration against loss or damage until the full price has been paid. Pending payment to NH3 Refrigeration for goods purchased, all benefits in terms of the insurance policy relating to the insurance of NH3 Refrigeration's goods are ceded to us.
15. The Purchaser must inform his landlord of the premises or the premises at which the goods are kept that the goods are NH3 Refrigeration's sole and absolute property until such time as the price has been paid in full by the Purchaser to NH3 Refrigeration.
16. Illustrations, drawings, dimensions or weights submitted in connection with any tender or resulting contract are given in good faith, are not final and shall not form part of a contract unless confirmed as such by NH3 Refrigeration.
17. Where NH3 Refrigeration manufacture or supply goods to the Purchaser's specifications and/or drawings or carry out work according to the Purchaser's instructions or those of his advisor/s, the responsibility for the efficiency or workability shall be that of Purchaser.
18. Where the tender includes erection, unless otherwise stated herein:
 - 18.1 The Purchaser shall at his own expense prepare the site and provide foundations, and carry out any work of cutting away or making good existing structures as well as any other builders work.
 - 18.2 There shall be added to the tender price, costs incurred by NH3 Refrigeration by reason of: suspension of work; delays due to other constructors of the Purchaser; other causes beyond our control or arising from the Purchaser's instructions or default.
 - 18.3 Where NH3 Refrigeration undertake to start up and hand over goods in running order, the Purchaser shall supply all power, fuel, oil and water necessary for this purpose. Should causes beyond our control prevent starting up on completion of erection, NH3 Refrigeration reserves the right to withdraw their reception staff and to make an additional charge for their further attendance, should they incur extra costs.
19. Tenders are valid for 30 days unless otherwise stated, and are subject to confirmation at time of acceptance.
20. All prices quoted are based on the rate of labour, cost of equipment, rate of currency exchanges, import duty, insurance, freight, harbour charges, sales tax, import deposits, etc. and transportation in force on the day of the tender. Prices are subject to the adjustment in respect of any increases in cost to us due to changes in these costs, rates, duties and charges between the date of the quotation and the date such changes are incurred. Any such adjustment shall be made in respect of net increase in cost and shall be supported by documentary evidence. In the case of labour and miscellaneous engineering materials, these adjustments shall be calculated on the basis of the BCAC (HAYLETT) Contract Price Adjustment Provisions.

Initial

21. Fluctuations in the rate of currency exchange taking place prior to seven days after receipt of the Purchaser's written order are for the account of the Purchaser. Provided the Purchaser has so instructed NH3 Refrigeration in his written order and provided his written order is accepted by us in writing in terms of clause 12. We will accept to carry the risk of fluctuations in the rate of currency exchange, for extra charge to our net tendered price of 5% (one percent net), provided the amount of this extra charge accompanies the Purchaser's written order. In that case NH3 Refrigeration's tendered price will not be subjected to fluctuations in currency exchange rate taking place after seven days after receipt by them of the Purchaser's written order and payment of extra charges.
22. Goods correctly supplied will not be allowed to be returned without NH3 Refrigeration's consent and a handling charge of 10% will be levied in all cases if such goods are returned. All goods returned must be in original undamaged packaging as supplied. Goods must be returned within 7 days of invoice or else no return will be accepted.
23. Should the Purchaser return goods without prior consent, NH3 Refrigeration reserve the right to retain payments made to the Purchaser in respect of such goods and/or to claim payment for the balance outstanding notwithstanding the Purchaser's return of the goods.
24. If any amounts are handed over to attorneys for collection by NH3 Refrigeration, then the applicant shall be held liable for all attorney and client costs including collection commission charged to NH3 Refrigeration.
25. The Purchaser and Surety/ies 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 jurisdiction under Section 28 of the said Act, notwithstanding that the claim by NH3 Refrigeration exceeds the normal jurisdiction of the Magistrate's court as to amount. NH3 Refrigeration shall, in its discretion, be entitled to proceed against the Purchaser in any other court of competent jurisdiction, notwithstanding the a foregoing.
26. NH3 Refrigeration have the sole option of referring any dispute arising from or in connection with these terms and conditions to arbitration which arbitration shall bind both themselves and the Purchaser. Furthermore the conduct of the arbitration proceedings shall be governed entirely by the arbitration act as amended from time to time.
27. NH3 Refrigeration reserve the right in their own sole discretion to vary or amend these terms and conditions from time to time.
28. This contract represents the entire agreement between the Purchaser and NH3 Refrigeration.
29. No amendments or variations hereto shall be of any force and effect unless reduced to writing and signed by one of the directors.
30. The Purchaser shall not cede any of his rights or obligations in terms hereof.
31. NH3 Refrigeration shall at any time, in their sole discretion, be entitled to cede all or any of their rights in terms hereof.
32. The Purchaser undertake to notify us within a period of 7 days of any change of address or any changes in the information set out in this agreement.

EXCLUSION OF LIABILITY

33. NH3 Refrigeration shall only be liable for actual work done and for no consequential damages, they shall further not be liable for any personal injuries incurred by any employee or member of the public during the installation of the machines.
34. NH3 Refrigeration shall not be liable to the Purchaser or any other person for any loss of income or other special damages or any consequential damages whatever arising out of any breach by the company of any of its obligations under these conditions nor out of any other cause whatever.
35. The purchaser indemnifies NH3 Refrigeration against any claim which may be made against the company by any person in respect of any matter for which the liability of the company is excluded in terms of clauses 32 and 33.
36. Wherever NH3 Refrigeration works on the customer's specification, it is the customer's duty to ensure these are not contrary to any legal provision and that they do not interfere with any rights which any third party may have therein. The Purchaser hereby indemnifies and holds NH3 Refrigeration harmless against all and any claims of whatever nature or kind which may be made by third parties whose rights have been infringed by the company acting in terms of the purchaser's specifications.

DEED OF SURETYSHIP

37. The signatory to this application binds himself as surety and co-principal debtor in *solidum* with the Purchaser in favour of NH3 Refrigeration for the due payment of all amounts which may at any time be payable by the Purchaser to the Creditor from any cause whatsoever and whether acquired by NH3 Refrigeration by way of Cession or otherwise. The terms and conditions of this Application shall apply, *mutatis mutandis*, to the suretyship.
38. Any admission made by the Purchaser as to the fact that it is indebted to NH3 Refrigeration or as to the amount of any such indebtedness to NH3 Refrigeration shall be binding upon the Surety.
39. The Surety/ies hereby expressly renounce the benefits of the legal exceptions of "order", "excursion and division", "cession of action", "no value received", "non causa debiti" and all or any exceptions which could or might be pleaded to any claim by NH3 Refrigeration against the Surety/ies with meaning, force and effect, all of which exception the Surety/ies declare to be fully acquainted.
40. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in or temporary extinction of the Customer's indebtedness to NH3 Refrigeration. It may not be withdrawn, revoked or cancelled by me/us without NH3 Refrigeration's prior written consent. Any consensual cancellation or withdrawal of this suretyship by me/us and NH3 Refrigeration shall only be valid and effective if reduced to writing and signed by both parties thereto.
41. A certificate under the hand of any director or manager of NH3 Refrigeration (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness and/or the Surety's Indebtedness to NH3 Refrigeration at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Purchaser's indebtedness to NH3 Refrigeration or the Surety's indebtedness to NH3 Refrigeration, shall be *prima facie* proof of the contents and the correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the Customer and/to Surety in any competent court and shall be valid as a liquid document for such purpose.

PRINT FULL NAME

SIGNATURE

DESIGNATION

WITNESS