

CREDIT APPLICATION FORM



ORTHOPAEDIC TEXTILES
PTY (LTD).

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www.orthotex.co.za

SECTION 1 - THE APPLICANT

Full Registered Name: _____

Trading as: _____

Previous name: _____

Registration Number: _____

Date of Establishment: _____

Date Business Acquired: _____

Vat Registration Number: _____

Registered Office: _____

PLEASE TICK THE APPROPRIATE BOX

Public Company Private Company Partnership

Sole Proprietor Close Corporation Trust Association

ADDRESS

POSTAL	DELIVERY	PHYSICAL

Telephone Number: _____ Fax Number: _____

Cellphone Number: _____ Name: _____

Email: _____

SECTION 2 - OTHER INFORMATION

Are principles prepared to provide guarantees / sureties: _____

If so, of what nature: _____

Auditors of accounting officer _____ Contact number _____

Year end date: _____

Holding Company: _____

Associated Businesses: _____

Type of business: _____

We hereby undertake and will make available to the Director of Orthopaedic Textiles (Pty) Ltd or his nominee the financial statements and balance sheets for any period/s which may be requested by him.

Name: _____ Date: _____ Signature: _____

SECTION 3 - TRADE REFERENCES

	SUPPLIER 1	SUPPLIER 2	SUPPLIER 3
Name of supplier			
Address			
Telephone number			
Monthly purchase amount			
Years with this suppliers			

Bankers: _____

Branch and branch code: _____

Name in which account is operated: _____

Account Number: _____

Date account was opened: _____

Estimated amount of monthly purchases: R _____

SECTION 4 - DIRECTORS / PARTNERS / OWNERS / MEMBERS / TRUSTEES

	1	2	3	4
Surname & first name				
ID Number				
Residential Address				
Tel no.				
Cell no.				

SECTION 5 - GENERAL, DOMICILIUM AND SIGNATURES

1. Unless the context clearly indicates a contrary intention, an expression which denote a natural person includes an artificial person and vice/versa, the singular includes the plural and vice/versa.
2. The applicant hereby chooses domicilium citandi et executandi for all purposes at the physical address:
3. The applicant, by its signature hereto, acknowledges that the terms and conditions of this credit application, incorporating all sections and annexures, shall apply and contract for the sale of any goods or services by the supplier to the applicant and that it is aware of and understands all the provisions thereof.
4. We, the undersigned, warrant that we are authorized to sign this application form on behalf of the applicant and to bind it to the terms and conditions contained herein.
5. I, the undersigned, in my capacity as an authorized representative of the applicant, hereby make application for credit facilities from the supplier and:
 - 5.1 warrant that the information set out above is true and correct
 - 5.2 undertake that the applicant will immediately notify the supplier in writing of any change in the details of the applicant, including change of ownership of the applicant's business, change in shareholding or membership if the applicant is a company or closed corporation.
 - 5.3 acknowledge that should the applicant fail to comply with its obligations in terms of 5.2 above, the applicant and I will jointly and severally be responsible for all amounts owing by the applicant to the supplier from the date upon which such change in details occurred.
 - 5.4 give permission for the Director of Orthopaedic Textiles (Pty) Ltd or his nominee to obtain any information deemed necessary from any source for consideration of the approval of this application.

SIGNED AT _____ ON THE _____ DAY OF _____

APPLICANT

AS WITNESS

Signature: _____
 Full names: _____
 Capacity: _____
 Identity number: _____
 On behalf of the applicant, who warrants his authority

1. _____
 2. _____

Signature: _____
 Full names: _____
 Capacity: _____
 Identity number: _____
 On behalf of the applicant, who warrants his authority

1. _____
 2. _____

Signature: _____
 Full names: _____
 Capacity: _____
 Identity number: _____
 On behalf of the applicant, who warrants his authority

1. _____
 2. _____

Signature: _____
 Full names: _____
 Capacity: _____
 Identity number: _____
 On behalf of the applicant, who warrants his authority

1. _____
 2. _____

SECTION 6 - STANDARD CONDITIONS OF AGREEMENT

Preamble The Supplier referred to in this section is Orthopaedic Textiles (Pty) Ltd and/or any of its subsidiaries or associated companies or any other company which becomes a subsidiary of Orthopaedic Textiles (Pty) Ltd. The parties hereby agree to the terms and conditions applicable to this credit application. These terms and conditions shall apply to any contract for the sale of any goods and rendering of services by The Supplier to The Applicant, whether that contract arises out of:

- I) any offer made by The Supplier and accepted by The Applicant, or
- II) any offer made by The Applicant and accepted by The Supplier, or
- III) any such offer made by The Applicant in response to a quotation from The Supplier

These terms and conditions shall apply to the exclusion of any other terms and conditions

1. PAYMENTS

- 1.1 The terms for payment are accepted as 30 (thirty) days from date of invoice (statement) with payment due on the last working day of the month following the month in which a tax invoice has been issued.
- 1.2 A certificate signed on behalf of The Supplier by any director of The Supplier showing the amount owing, any interest and the rate of such interest by The Applicant at any one time and reflecting the amount there upon as due and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action, (whether by way of Provisional Sentence or otherwise) proof of debt on insolvency or for any purpose whatsoever
- 1.3 The Applicant agrees that all overdue sums shall bear interest at the rate of 2.0% per month, from due date until date of payment
- 1.4 All payments made in respect of debt under this agreement by The Applicant, shall be appropriated to such accounts or part thereof or towards costs or interest as The Supplier will in its sole discretion decide.

2. PRICE OF GOODS AND PRICE VARIATIONS

- 2.1 The price of goods is reflected on The Supplier's official price list, stipulated on the date on which the goods are delivered to The Applicant. Alternatively, the price of goods is that reflected on the invoice issued by The Supplier to The Applicant.
- 2.2 The prices reflected in The Supplier's official price list are subject to variation without notice.

3. DISCOUNTS

- 3.1 The contract price of goods is strictly net (exclusive of VAT and any other surcharges) and not subject to any discounts, unless otherwise agreed, in writing, between The Applicant and The Supplier
- 3.2 If any discount is agreed to in writing it shall only apply and be allowed if payment is received in respect of such discounted sale by The Supplier on the due date as defined in clause 1.1 above and shall only apply to the actual price of the goods themselves (ie excluding VAT, transport costs, insurance and similar charges)

4. DELIVERY

- 4.1 Should The Supplier at The Applicant's request agree to engage a carrier to transport the goods for The Applicant, then and in such event
 - 4.1.1 The Supplier is authorised to engage a carrier on such terms and conditions as it deems fit,
 - 4.1.2 The Applicant indemnifies The Supplier against all demands and claims which may be made against it by the carrier arising out of the transportation of the goods;
 - 4.1.3 written proof of delivery to such carrier shall be sufficient evidence of delivery
 - 4.2 Deliver
 - 4.2.1 to the carrier in terms of 4.1 or
 - 4.2.2 to the address chosen by The Applicant for purposes of delivery, or
 - 4.2.3 if no address is specified, and The Supplier tenders delivery in writing and thereafter the goods are set aside for the applicant or its agent at The Supplier's premises, shall irrefutably be deemed to be proper delivery and the onus of proving non-delivery shall rest with The Applicant
 - 4.3 The risk shall pass to The Applicant when the goods are deemed delivered in terms of clause 4.2 above, alternatively on the date of invoice, whichever is sooner
 - 4.4 If The Applicant fails to take delivery of the goods when set aside as deemed in clause 4.2.3 above, then
 - 4.4.1 the risk shall immediately pass from The Supplier to The Applicant, on such date, and
 - 4.4.2 The Applicant shall refund The Supplier on demand the reasonable costs (including storage and insurance) of keeping the goods during the period of that delay.
 - 4.5 The Supplier shall be exempted from and shall not be liable under any circumstances for any claim in respect of any alleged shortage of goods so supplied or in the event of order, unless written notice of such claim is received by The Supplier within 3 (three) days after delivery of the goods to The Applicant.
 - 4.6 Delivery dates are approximate only. The Supplier is not responsible for any loss or damage caused through its inability to adhere to any specified delivery date(s).
 - 4.7 The Applicant is to pay for all items delivered, notwithstanding that other goods are still to be delivered.

5. OWNERSHIP

- 5.1 Notwithstanding the delivery of any goods supplied or delivered by The Supplier to The Applicant, ownership thereof shall not pass until The Supplier has received payment of the full contract price, as such as, ownership in and to the goods so supplied and/or delivered, shall vest in The Supplier until such payment.
- 5.2 The Supplier is irrevocably appointed in rem suam as The Applicant's agent while payment is overdue, to recover the goods wherever situated, in its discretion to dispose thereof at best advantage and to retain from the net proceeds the amount owing to it before accounting to the buyer for the balance. The Applicant shall remain liable for any balance or shortfall.

SECTION 6 - STANDARD CONDITIONS OF AGREEMENT (cont)

6. EXCLUSIONS

- 6.1 All specifications, illustrations, drawings, diagrams, price lists, dimensions, performance figure, advertisements, brochures and other technical data furnished by The Supplier in respect of the goods, and whether in writing or not, are furnished only on the basis that they will not form part of the contract and that they will not be relied upon by The Applicant for any purpose, unless and to the extent that they are expressly warranted or guaranteed, in writing, by The Supplier and are, such as, expressly stated by The Supplier to form part of the contract
- 6.2 If any goods or any part of them are to be supplied with any specifications, measurements, or other instructions furnished by The Applicant, The Applicant shall not have any claim or any nature whatsoever against The Supplier,
 - 6.2.1 for any loss or damage sustained by The Applicant as a result of any error, discrepancy or defect in those specifications, measurements or other instructions,
 - 6.2.2 if the goods in question are not suitable for the purposes for which they are required, whether those purposes are known to The Supplier or not
- 6.3 The Supplier shall in no circumstance whatsoever be liable for any loss of profit or any damage, direct or indirect, consequential or otherwise, sustained by The Applicant as a result of any action or omission on the part of The Supplier, its agents, employees or representatives.
- 6.4 Subject to and without in any way limiting the provisions of such clause 6.3 above, The Supplier's liability to The Applicant for any damages sustained by The Applicant for any cause whatsoever, including any damages arising out of The Supplier's negligence or that of its servants, agents or sub-contractors, shall in any event and under all circumstance be limited to the replacement or repair of such defective goods as set out in clause 7 below.
- 6.5 Insofar as any of The Supplier's obligations under the contract are carried out by any of its servants, agents, sub-contractors or assigns, the provisions of sub-clauses 6.3 and 6.4 above are stipulated for their benefit as well as for the benefit of The Suppliers and each of them shall be exempted accordingly.
- 6.6 The Applicant shall not have any claim of any nature whatsoever against The Supplier for any failure by The Supplier to carry out any of its obligations under the contract as a result of disturbance, the elements, any act of any state or government, any delay in securing any permit, consent or approval required by The Supplier for the supply of goods under the contract, or any other course whatever which is beyond The Supplier's control
- 6.7 If goods so sold or supplied, are modified or tampered with by The Applicant, or it assigns, agents or sub-contractors in any way, then and in such event such warranty that may have been given by The Supplier shall be null and void.

7. WARRANTY

The Supplier warrants to The Applicant that all goods, manufactured by The Supplier will be free of defects in material and workmanship, subject to the following limitations:

- 7.1 The Supplier's liability under this warranty shall be limited to repairing or replacing any defective goods or parts in terms of the specific Supplier's warranty, at such place as The Supplier may elect, providing it receives written notice of the alleged defect with 3 (three) days from date of delivery of goods,
- 7.2 The Supplier shall not be liable for any expenses which may be incurred in repairing or replacing the goods,
- 7.3 representations or warranties made by any representative shall only bind The Supplier when confirmed in writing,
- 7.4 The Suppliers obligations in terms hereof shall only be of force and effect if The Applicant will have complied with all its obligations including, in particular, payment of the purchase price of goods in full.

8. SUSPENSION OF SUPPLIERS OBLIGATIONS

- 8.1 If The Applicant is in breach of this agreement and Orthopaedic Textiles elects not to cancel the agreement, Orthopaedic Textiles shall without prejudice of any of the rights be entitled to suspend performance of any of its obligations until The Applicant has complied with its obligations.
- 8.2 Notwithstanding the granting of credit facilities to The Applicant, The Supplier shall be entitled at any time and in his own discretion to withhold or vary such facilities and require payment of the account.

9 CANCELLATION

- 9.1 The Supplier may cancel the contract or any uncompleted part thereof:
 - 9.1.1 if The Applicant commits a breach of any of the terms or conditions of the contract, or
 - 9.1.2 being an individual, dies or is provisionally or finally sequestered or surrenders or makes application to surrender his estate, or
 - 9.1.3 being a partnership, the partnership is dissolved or sequestered, or
 - 9.1.4 being a company or close corporation, is placed under provisional or final order of liquidation or judicial management; or
 - 9.1.5 has a judgement recorded against it which remains unsatisfied for 7 (seven) days, or
 - 9.1.6 compromises or attempts to compromise generally with any of The Applicants creditors
- 9.2 The Suppliers rights in terms of 9.1 above shall not be exhaustive and shall be in addition to its common law rights
 - 9.2.1 No relaxation which The Supplier may have permitted on any one occasion in regard to the carrying out of The Applicant's obligation shall prejudice or be regarded as a waiver of The Supplier's rights to enforce those obligations on any subsequent occasion
 - 9.2.2 Any indulgence shown to The Applicant shall not constitute a waiver or novation of The Supplier's rights
- 9.3 Upon cancellation of the contract for any reason whatever,
 - 9.3.1 all amounts then owed by The Applicant to The Supplier in terms of the contract shall become due and payable forthwith: and
 - 9.3.2 The Supplier may retake possession of any good in respect of which ownership has not passed
- 10 Unless state in writing to the contrary, these terms and conditions constitute the entire contract between The Applicant and The Supplier and no alterations or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by an authorised representative of The Supplier
- 11 Notwithstanding the amount which may at any time be owing, The Applicant consents in terms of Section 45 of the Magistrate's Courts Act (no. 31 of 1994, as amended) to the jurisdiction of the Magistrate's Court in any action or proceeding otherwise beyond its jurisdiction, it being understood, however, that The Supplier shall at all times be entitled to bring any such action or proceedings in the High Court and if any such action be necessary, The Applicant agrees to pay all costs as between attorney and own client including collection commission and tracing charges, if applicable. It is agreed that the South African Law shall apply to any dispute or action instituted in term hereof.