



## CREDIT APPLICATION

EL GONDOR TRADING 313 (PTY) LTD TRADING AS AFRICAN FILING SYSTEMS

REGISTERED NAME OF APPLICANT: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

COMPANY REGISTRATION NUMBER: \_\_\_\_\_ DATE ESTABLISHED \_\_\_\_\_

COMPANY VAT NUMBER: \_\_\_\_\_

TYPE OF COMPANY: PUBLIC / PRIVATE PARTNERSHIP / C.C. / OTHER \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TEL NO: (\_\_\_\_) \_\_\_\_\_ FAX NO: (\_\_\_\_) \_\_\_\_\_

REGISTERED OFFICE ADDRESS: \_\_\_\_\_

(if registered company) \_\_\_\_\_

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

ACCOUNTS CONTACT PERSON: \_\_\_\_\_

AUDITORS: \_\_\_\_\_ TEL NO: (\_\_\_\_) \_\_\_\_\_

**DETAILS OF OWNER(S) / DIRECTOR(S):**

1. NAME: \_\_\_\_\_ I.D. NO: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

2. NAME: \_\_\_\_\_ I.D. NO: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

3. NAME: \_\_\_\_\_ I.D. NO: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

BANKERS: \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_ BRANCH CODE: \_\_\_\_\_

**TRADE REFERENCES (CURRENT)**

1. NAME: \_\_\_\_\_ TEL NO: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

2. NAME: \_\_\_\_\_ TEL NO: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

3. NAME: \_\_\_\_\_ TEL NO: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ASSET VALUE OF THE COMPANY:** \_\_\_\_\_ **ANNUAL TURNOVER OF THE COMPANY:** \_\_\_\_\_

**AMOUNT OF CREDIT REQUIRED** (maximum amount of indebtedness at any one time): \_\_\_\_\_

1. Terms are 30 days nett from date of statement.
2. I/We certify that the foregoing details are true and correct and undertake to notify the SUPPLIER in writing of any change of details shown above including change of ownership, name(s) and address(es).
3. I/We warrant that the Director(s) / Partner (s) / Proprietor(s) / Member(s) have never been insolvent or associated with any business failure.
4. The PURCHASER hereby consents to the jurisdiction of the Magistrate's court in the event of any legal proceedings being taken hereunder should the company elect to bring proceedings in such Court, notwithstanding that such Court would not otherwise have jurisdiction.
5. I/We acquainted myself/ourselves with the Conditions of Sale of the SUPPLIER and I/We acknowledge that I/We am/are bound by them and I/We warrant that all employees signing delivery notes on my/our behalf shall be deemed to have been specifically authorized to agree to the conditions thereon.
6. I/We acknowledge that the amount of credit required is within the financial capabilities of the purchaser.

I declare that I am authorised to sign the credit application form on behalf of the applicant. I have read and understand the general terms and conditions of sale, forming part of the credit application form and accept that they are binding on each and every transaction.

AUTHORISED SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS 1: \_\_\_\_\_ WITNESS 2: \_\_\_\_\_

COMPANY / FIRM'S STAMP



## STANDARD TERMS AND CONDITIONS OF SALE

EL GONDOR TRADING 313 (PTY) LTD TRADING AS AFRICAN FILING SYSTEMS

(CALLED THE PURCHASER)

I/We, the PURCHASER applies for credit facilities to be granted to the PURCHASER by your firm in respect of goods to be supplied and / or to be rendered, by the SELLER upon the following terms and conditions.

1. **GENERAL**

Should the standard terms and conditions of sale be in conflict with any terms shown on the PURCHASER'S official order form, the former will prevail. No variation from these terms and conditions of sale and no contrary stipulation by the PURCHASER shall be valid unless accepted by the SELLER in writing.

2. **CREDIT FACILITIES**

Notwithstanding the granting of credit facilities to the PURCHASER, the SELLER shall be entitled at any time, and in their sole discretion withhold such facilities and require repayment for any account. Any documents emanating from the PURCHASER which contain printed or standard conditions have been and shall be sent by the PURCHASER and receive by the company on the understanding that they appear on the PURCHASER'S documents because they are printed thereon but have no legal effect whatever and the PURCHASER waives any rights which the PURCHASER otherwise might have to rely on such conditions.

**SUSPENSION OF CREDIT FACILITIES**

The SELLER reserves the right to suspend accounts that are overdue or for any other reason at its discretion without any obligation to provide the reasons thereof to the PURCHASER.

The SELLER reserves the right to recover the full amount outstanding by the PURCHASER in respect of goods delivered.

The SELLER reserves the right to recover the selling price of all finished goods produced for the PURCHASER but not delivered as well as the cost of goods in the process of manufacture.

3. **OWNERSHIP AND RISK**

The PURCHASER acknowledges that ownership of the goods shall not pass to the PURCHASER until the full purchase price is paid, irrespective of credit terms arranged. All risk in the goods shall pass to the PURCHASER or their agent. Moreover after the expiration of FOURTEEN DAYS NOTICE (14) the SELLER may exercise a general lien on all customer's goods and property in his hands and may dispose of such goods and property as he sees fit and apply the proceeds towards such debts. The SELLER may also elect to cancel and not to produce any unmade balance of such contract and recover from the customer any loss sustained by so doing.

4. **PAYMENT**

The PURCHASER undertakes to pay any account rendered within a period of 30 days nett reckoned from the 25<sup>th</sup> day of the month during which credit was granted. Should the PURCHASER fail to pay the amount within such period of THIRTY DAYS (30), the PURCHASER agrees to pay interest on the outstanding balance at the rate of 2% per month, subject to the maximum permissible rate, calculated from due date. Any payments made will be allocated against interest first and the capital thereafter. Documents or other items including cash, cheques, bank drafts or other remittances sent to the company through the post shall be deemed not to have been received by the company unless and until they have been delivered to the company by the postal authorities. The SELLER will have the option to contra debit and credit balances in respect of monies due between any of the above listed SELLERS and the PURCHASER.

5. **LEGAL EXPENSES**

The PURCHASER undertakes to pay all legal expenses incurred in connection with the recovery of any account due by the PURCHASER, including all collection charges between Attorney and Client which may be payable in respect of the collection of such account. This will include collection charges and tracing fees if it arises.

6. **DOMICILUM**

The PURCHASER agrees that the address given in the credit application shall be the PURCHASER'S domicilum citandi et executandi for all purposes under this agreement, whether in respect of court process, notice or other documents or communications, of whatever nature the PURCHASER undertakes to notify the SELLER within seven (7) days of any change to the above address.

7. **JURISDICTION**

Should it be necessary for the SELLER to institute legal proceedings for recovery of any account due by the PURCHASER, then the PURCHASER consents that the Magistrate's Court as chosen by the SELLER shall have jurisdiction to hear and determine such action notwithstanding that the claim or the value of the matter is dispute may exceed the jurisdiction of the Magistrate's Court. A certificate signed by any Director of the SUPPLIER showing the amount owing by the PURCHASER to the SELLER at any given time shall be conclusive proof of the facts therein stated for the purpose of all legal proceedings against the PURCHASER for the recovery of the said amount. The SELLER shall be entitled but not obliged to institute any proceedings against Close Corporation arising out of the Contract, for the full balance outstanding including current purchases in any Magistrate's Court having jurisdiction notwithstanding the provision of Section 7 of the Close Corporation Act. 1984 as amended.

8. **WARRANTIES AND REPRESENTATIONS**

All warranties guarantees and representations which may be implied by the SELLER by law as a manufacturer or dealer are expressly excluded, in particular the PURCHASER is solely responsible for determining whether goods are suitable for his contemplated use. The SELLER will not be liable for any promises, warranty of representations of whatever nature not embodied herein, save and except such as may be mutually agreed to in writing. Orders placed verbally will be as valid as written orders.



9. **CESSION OF ACCOUNTS**

The PURCHASER hereby agrees that the SELLER may cede at its discretion rights to recovering of debt including contractual commitments to another party as nominated by the SELLER.

10. **CANCELLATION**

10.1 Cancellation of the order by the PURCHASER, after it's acceptance by the SELLER, shall deem the PURCHASER liable for the cost of preparation of the origination work, (including cost of trial materials) and the cost of all raw materials purchased on it's behalf by the SELLER, without prejudice to any rights which the SELLER may have.

10.2 Should the PURCHASER be placed in liquidation or under judicial management, or should there be an application made against it for such an order or should it convene a meeting of members for the purpose of passing a resolution to wind itself up or should it compromise with it's creditors, or (being a individual) be sequestrated or should an application be made against him for an order of sequestration or should he give notice of his intention to apply for the surrender of his estate as an insolvent, or should any judgment be obtained against the PURCHASER and not be satisfied immediately or should the PURCHASER commit a breach of any of these Conditions of Sale, all of which are deemed to be material, then the SELLER, without prejudice to any other rights which it may have, will be entitled to cancel this and any other outstanding contracts and refuse to make any further deliveries of goods to the PURCHASER whether under this or any other contract. The PURCHASER (or its liquidator or judicial manager) will have no claim of any nature whatsoever against the SELLER arising out of such cancellation.

10.3 Strikes, riots, insurrection, labour disputes, breakdown of plant, failure of usual sources of supply or materials, war, civil commotion, floods, act of Government of legislation, precluding the effective of whatsoever nature beyond the reasonable control of the SELLER, shall excuse a delay in or suspension of deliveries, and should such occurrence continue for more than thirty (30) days the SELLER may cancel the balance of the contract or any balance thereof. Subject thereto, within a reasonable time after removal of such circumstance, the SELLER shall complete deliveries as soon as it is able.

11. **LIABILITY FOR DAMAGES**

11.1 **GENERAL**

The PURCHASER shall have no remedies arising out of these General Conditions of Sale, or the SELLER'S performance, not performance of any of it's obligations to the PURCHASER, other than those provided in these general conditions.

11.2 **EXCLUSION OF LIABILITY**

The SELLER shall not be liable or responsible for any loss or damage, whether direct or indirect, consequential or otherwise, to the PURCHASER, third persons or property, arising out of the use of any goods purchased from the SELLER or directly or indirectly attributable to the condition of such goods or any defect therein. The PURCHASER hereby indemnifies the SELLER and holds it harmless against all and any claims which may at any time be made against the SELLER in respect of any such loss.

11.3 **LIMITATION OF LIABILITY**

If any of the Goods supplied by the Company are defective, the Company's liability shall be limited to the replacement or, at the option of the Company, the repair thereof, but if the Company fails either to replace or repair the Goods, the PURCHASER'S claim shall be limited to an amount not exceeding the purchase price of such Goods.

11.4 **BAR CODING**

The SELLER excludes liability for any loss or damages, consequential or otherwise, resulting from any work undertaken for the PURCHASER in respect of the printing of bar coding. The PURCHASER hereby indemnifies the SELLER in respect of any claims which may be made by a third party out of such printing. Failure of a bar code to scan any form of scanning equipment will not be because for rejection of products supplied by the SELLER to the PURCHASER.

11.5 **TOLERANCES**

No liability shall rise from claims based on tolerances closer than those applicable to the product in the ordinary course of trade.

11.6 **CLAIMS**

Any claim for a defective product must be made within five (5) days from date of delivery of the product.  
As a norm a credit can only be passed after goods have been returned to the SELLER, and an acknowledgement receipt issued.

11.7 **LOGO**

The SELLER reserves the right to print its logo on the Goods.

12. **INDEMNITY**

All product designs and printing are made to the PURCHASER'S specifications and instructions. No responsibility will rest with the SELLER if written material or design is not in accordance with any Act of Regulation. The PURCHASER accepts full responsibility for and indemnifies the SELLER against all claims for infringement of any trademark, patent, copyright of design and any penalty imposed on the SELLER as a result of any infringement or contravention of any Act, Regulation of right, including infringements of copyrights, trade marks, patents and designs, otherwise arising out of the production, reproduction or the use thereof.

13. **CEDING OF DEBTOR ACCOUNTS**

The PURCHASER cedes as security his Debtors Accounts now and in the future owing as security for the full value of amounts owing by the PURCHASER to the SELLER and undertakes to deliver on demand a schedule of all such debtors and authorizes the SELLER, on default by the PURCHASER, to recover such amounts directly from the debtors.



14. ORIGINATION

- 14.1 Unless otherwise agreed in writing, the copyright and all other proprietary rights in all designs, art work, stereo's, dies and other special origination work produced for the purpose of manufacture of goods for the PURCHASER, will remain the property of the SELLER whether or not any change is made by the PURCHASER in connection with such origination work.
- 14.2 Unless otherwise agreed in writing, the PURCHASER shall be charged for the origination and alteration to existing art work, stereo's, dies and any other special origination work produced by or for the SELLER, for the purpose of manufacture of goods by the PURCHASER. Ownership of stereo's, dies and equipment for the manufacture of the PURCHASERS product shall rest in the SELLER and shall not be removed from the SELLER'S premises without written consent of the SELLER.
- 14.3 The PURCHASER acknowledge that ownership of all documents, samples and drawings supplied by the SELLER, rests in the SELLER. The PURCHASER warrants that these documents, drawings and samples shall not be copied or made accessible to third parties without the written consent of the SELLER.
- 14.4 In the event that the product is no longer manufactured, the SELLER shall retain stereos and dies for a maximum of 12 months after the last date of manufacture. Thereafter, the SELLER shall have the option to dispose of stereos and dies as it deems fit.

15. SUITABILITY OF MATERIALS

The SELLER will make every effort to ensure that the goods sold are in accordance with the PURCHASER'S requirements. It is the responsibility of the PURCHASER to ensure that the goods sold are compatible with the PURCHASER'S products. The SELLER gives no warranty, express or implied, nor any representation that the goods sold by the SELLER are suitable for the purpose of which they have been ordered.

16. SUPPLY

Normal practice within the packaging industry allows a variance of 15% over and under the quantity ordered.

17. QUOTATION

Quotations given are subject to the rectification of errors and / or omissions as well as price increases. Quotations are subject to acceptance within 30 days and are subject to confirmation on receipt of order. The company may recover any increased cost occasioned by circumstances beyond their reasonable control from the PURCHASER. Quotations not accepted within thirty days shall be deemed to be withdrawn or cancelled.

18. PALLETS

Goods can be delivered as palletised loads or in such a manner as the SELLER deems fit. Although the SELLER shall endeavour to collect pallets, the onus rests on the PURCHASER to return pallets to the SELLER at the PURCHASERS risk within a reasonable period after delivery. Pallets not returned within 60 days becomes payable at the deposit price charged. Delivery notes acknowledging receipt of the goods shall also constitute acknowledgement of receipt of pallets. The onus of proving that pallets have been returned to the SELLER shall rest with the PURCHASER.

19. SETOFF OF ACCOUNT

The PURCHASER hereby agrees that the SELLER may offset any amount owed by the SELLER or any company within its Group to the PURCHASER against any amount owed to the SELLER or any Company within its Group by the SELLER.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_



EL GONDOR TRADING 313 (PTY) LTD TRADING AS AFRICAN FILING SYSTEMS

vam-AZ-0094

SURETYSHIP

IMPORTANT:- (If the surety is married in community of property, the spouse must, in the presence of the surety and two witnesses, co-sign the suretyship to indicate permission for the other spouse to enter into the suretyship)
One suretyship form per surety to be completed

I / We, the undersigned,

FULL NAMES AND I.D. NUMBERS OF SURETY (-IES) AND PRINCIPAL DEBTORS (S) – (Collectively and Individually “The Surety”)

Table with 4 columns: Name, Home Address, Identity/Passport Number, and How Married (subdivided into In COP, Out of COP, Other). Two empty rows for data entry.

PRINCIPAL DEBTOR:
(the “DEBTOR”)

THE CREDITOR,
(the “CREDITOR”) El Gondor Trading 313 (Pty) Ltd trading as African Filing Systems– Reg No. 2009/024451/07

Hereby bind myself/ourselves, collectively and individually, as surety and co-principal debtors in solidum with the debtor for all present and future obligations of whatever kind and irrespective of the nature thereof (contractual, delictual or whatever the case may be) of the Debtor. Without detracting from, or limiting the generality of, the aforementioned, this suretyship contract is subject to the following terms.

- 1. This surety is not dependant on any other suretyship being given or remaining in force.
2. The SURETY’S liability shall not be altered or reduced by virtue of any arrangements that may be made between the DEBTOR and the CREDITOR’S or by the insolvency or liquidation of the DEBTOR.
3. The suretyship shall remain in force until the SURETY is released in writing by the CREDITOR.
4. The SURETY accepts that the extent and terms of the credit given to the DEBTOR are in discretion of the CREDITOR and are within the DEBTOR’S contractual powers.
5. Any obligation of the DEBTOR and/or the amount of the burden of the DEBTOR for which the SURETY is liable to the CREDITOR at any time, is determined and satisfactory proven by means of a certificate signed by any one director or manager of the CREDITOR. It will not be necessary to prove the appointment or signature of the person who has signed any such certificate. Such certificate shall constitute prima facie proof of the liability or the amount of the SURETY’S debt burden and shall be binding on the SURETY in any competent court of law with a view to obtaining a summary judgement against the SURETY.
6. Any alteration, relaxation, waiver, addition to, expurgation or cancellation of this suretyship or any of the terms set forth therein shall be null and void unless this has been reduced to writing and signed by the CREDITOR.
7. The SURETY will at least once a year or on request provide full financial statements to the CREDITOR.
8. The SURETY consents in terms of Section 45 of the Magistrate’s Court Act, No 32 of 1944, to the jurisdiction of the Magistrate’s court that otherwise has jurisdiction in respect of any action instituted against the SURETY by the CREDITOR. This notwithstanding, it is completely at the discretion of the CREDITOR as to whether he wishes to act against the SURETY in the aforementioned Magistrate’s court or any other court that has jurisdiction.
9. The SURETY is liable for all costs and expenses of any kind that the CREDITOR may incur in ensuring the enforcement of the obligations of the DEBTOR or the SURET or of the Rights of the CREDITOR, including, without restriction, all legal costs, including the attorney’s and own client’s costs, collection commission and tracing fees.
10. The SURETY waives and abandons:
10.0 Any right to claim an account from the CREDITOR before payment is made.
10.2 Any benefits to which the SURETY as SURETY is entitled by law and without prejudicing the general intent of the aforementioned, including the benefits of excussion, division and cession of action, the meaning and full force and effect of which the SURETY acknowledges that he understands.
10.3 If there are 2 or more SURETIES, the CREDITOR is entitled to address, and recover the full amount, from the SURETY of his choice
11. For the purposes of this suretyship, the SURETY, hereby appoints domicilium citandi et executandi the address indicated above as the SURETY’S residential address.
12. The SURETY acknowledges that this suretyship was completed in every respect when signed by the SURETY.

SIGNED by the SURETY in ..... on the .....day of...../.....

WITNESSESS: (Must be signed by 2 witnesses)

1. .... SURETY
2. ....

SPOUSE:

1. .... I.D. NUMBER OF SPOUSE