



R. HADDOCK & CO (PTY) LTD

VAT REG. NO. 4300115971

REG. NO. 1946/022085/07

PACKAGING CONVERTORS & DISTRIBUTORS

CLEANING MATERIALS & PROTECTIVE CLOTHING/

DIRECTORS : J.A. HADDOCK (MD) B.R. HADDOCK

7 Goud Street
City & Suburban
Johannesburg
P.O. Box 260099
EXCOM 2023
Tel: 011 334-2674
Fax: 011 334-1591

Established 1946

find us at <http://www.rhaddock.co.za> email:sales @rhaddock.co.za

CREDIT APPLICATION FORM INCORPORATING THE CREDITORS STANDARD TERMS AND CONDITIONS OF SALE AND INCLUDING SIGNATORYS SURETYSHIP

DATE / / 20.....

1. Full Names & Surname:

Company's registered name:

Registration number: VAT Registration Number

If a private individual ID no..... Marital Status:.....

Name and address of spouse if customer is a private individual:

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2. Type of entity: (mark appropriate box)

PRIVATE COMPANY	CLOSE CORPORATION	PARTNERSHIP	SOLE PROPRIETORSHIP
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3. Physical address:

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4. Postal address:Code:

5. Telephone number: Telefax number:

6. email address:.....

7. Registered office address:

8. Auditor's name & Address:

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Auditor's tel. No:

9. Names and residential addresses of directors/members/partners/sole proprietor (delete whichever is inapplicable)

a)

ID Number:

b)

ID Number:

c)

ID Number:

10. Details of trade references including finance institutions (state telephone number, contact person and account number)
- a)
- b)
- c)

11. Bank: Branch:

Account Number:

12. Do you own your premises?..... If no, please supply the details of your Landlords

Name & Address:

Telephone No:

13. Estimated credit required...R.....

(R Haddock & Co. (Pty) Ltd. as "**the creditor**")

All sales of goods to the customer by **the creditor** are concluded on the under mentioned Standard terms and conditions included in which is a deed of surety ship by the signatory hereto

1. Payment terms are strictly 30 (thirty) days from date of first statement

2. The customer hereby acknowledges that should any amount not be paid on due date, the full amount owing by the customer to **the creditor** shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due. The customer shall pay interest on all overdue amounts at a compound rate of 3% per annum above the prime overdraft rate charged by **the creditor's** bankers to **the creditor**. The customer further agrees that in the event of its default in any respect whatsoever towards **the creditor**, **the creditor** shall be entitled to place the customer on "stop supply" without any notice notwithstanding that the customer may have placed an order for the supply of goods prior to the stop supply date.

3. In the event of **the creditor** instructing its attorneys or collection agents to collect any amounts, all legal fees and collection charges and tracing agents' fees as between attorney and client or collection agent and client, shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.

4. The customer and the surety/ies hereby consent to the jurisdiction of the Magistrate's Court for all actions which may be instituted against one or all for the recovery of any amounts owing to **the creditor**.

5. In all cases where delivery is by carrier, the carrier shall be deemed to be the customer's agent and delivery to such carrier shall be deemed to be delivery to the customer

6. All goods remain the sole and absolute property of **the creditor** until full payment has been received by **the creditor** in respect of any such goods supplied to the customer

7. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by **the creditor**. No agreement, whether consensual or unilateral or bilateral, purporting to obligate **the creditor** to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by **the creditor**. No warranties, representations or guarantees have been made by **the creditor** or on its behalf, which may have induced the customer and/or the surety to sign this document

8. For all purposes under this agreement including giving of any notice, the services of any process and for all other purposes arising from this agreement, the customer and the surety/ies hereby choose domicilium citandi et executandi at the physical address of the customer stipulated on the face hereof.

9.No relaxation or indulgence granted by **the creditor** to the customer and/or the surety/ies shall be deemed to be a waiver of any of the rights of **the creditor** in terms of this agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of this agreement

10.The signatory/ies, having renounced the benefits of excussion and division, hereby bind himself / themselves jointly and severally as surety and co-principal debtor in solidum with the customer unto and in favour of **the creditor**, its order or assigns, for the due performance by the customer for all its obligations to **the creditor**.

I/we acknowledge having read the above terms and conditions, and without limiting the generality thereof, especially clause 10, and agree to be bound by all such terms and conditions.

FULL NAME &
SURNAME:.....

.....
SIGNATURE:

FOR OFFICE USE

APPROVED BY:..... DATE:.....

ACCOUNT NO:..... CREDIT LIMIT:.....

COMMENTS:.....
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