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SALES TEAM

CREDIT

**CREDIT APPLICATION/ CASH APPLICATION**

SECTION A

CASH

I / We, \_\_\_\_\_

Hereinafter referred to as the "CLIENT") hereby make application with **THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR)**, registration number: 2000/008858/07 (hereinafter referred to as "THE COMPANY")  
In support of this application, the following is furnished.

1)

To be completed by 'CASH' & 'CREDIT' applicant

MR  MRS  MISS  OTHER

Registered name of the "CLIENT" \_\_\_\_\_

MARITAL STATUS: SINGLE:  WIDOWED:  DIVORCED:  MARRIED:

**IF MARRIED, IS IT IN COMMUNITY OF PROPERTY**  **OR ANTINAPTUAL CONTRACT**  **OR OTHER**

ID NUMBER: \_\_\_\_\_

DATE OF BIRTH: DAY \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

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

HOME ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 POSTAL CODE: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 POSTAL CODE: \_\_\_\_\_

TEL NO HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PERSON RESPONSIBLE FOR ACCOUNT PAYMENT: \_\_\_\_\_

NAME OF YOUR EMPLOYER: \_\_\_\_\_

YOUR EMPLOYER'S ADDRESS: \_\_\_\_\_

YOUR MONTHLY INCOME: \_\_\_\_\_

YOUR JOB TITLE \_\_\_\_\_

2) **BANKING DETAILS FOR APPLICANT FOR INCENTIVE PURPOSES:** To be completed by 'CASH' & 'CREDIT' applicant

BANK: \_\_\_\_\_ ACCOUNT HOLDER: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_ BRANCH NUMBER: \_\_\_\_\_  
 ACCOUNT TYPE: \_\_\_\_\_

3) **SPOUSE'S DETAILS: (Only if married in community of property)** To be completed by 'CASH' & 'CREDIT' applicant

NAME AND SURNAME: \_\_\_\_\_  
 ID NUMBER: \_\_\_\_\_  
 PHYSICAL ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_  
 TEL NO HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_  
 NAME OF EMPLOYER: \_\_\_\_\_  
 EMPLOYER ADDRESS: \_\_\_\_\_  
 MONTHLY INCOME: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_  
**HAVE YOU INFORMED YOUR SPOUSE THAT YOU ARE OPENING THIS ACCOUNT AND HAS HE / SHE GIVEN THEIR CONSENT**  
 YES \_\_\_\_\_ NO \_\_\_\_\_

4) **NEXT OF KIN:** To be completed by 'CASH' & 'CREDIT' applicant

NAME AND SURNAME: \_\_\_\_\_  
 RELATIONSHIP: \_\_\_\_\_  
 PHYSICAL ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_  
 TEL NO HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

**TRADE REFERENCES:** To be completed by 'CREDIT' applicant only

COMPANY NAME: \_\_\_\_\_ ACCOUNT NR \_\_\_\_\_ TEL NO \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_ ACCOUNT NR \_\_\_\_\_ TEL NO \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_ ACCOUNT NR \_\_\_\_\_ TEL NO \_\_\_\_\_

**DETAILS OF PROPERTY/IES OWNED IN PERSONAL NAME:** To be completed by 'CREDIT' applicant only

STAND / ERF NUMBER	VALUE	BONDED FOR	BONDHOLDER

5) **DISCLAIMER:** To be completed by 'CASH' & 'CREDIT' applicant

I hereby declare that I have not sold Watkins Valeur product before.  YES  NO

If "YES" please provide details. (Who you sold for etc.) \_\_\_\_\_

**COMMENTS BY SALES MANAGER:**

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RECRUITED DISTRIBUTOR  To be completed by 'CASH' & 'CREDIT' applicant

CHILD DISTRIBUTOR  LINK TO: \_\_\_\_\_ REF No.: \_\_\_\_\_

6) **HOW WERE YOU RECRUITED?** To be completed by 'CASH' & 'CREDIT' applicant

ONLINE APPLICATION       RADIO ADVERT       NEWSPAPER ADVERT

HEAD OFFICE REFERRAL       FACEBOOK

REFERRED BY WHOM

**TO BE COMPLETED BY DEBTORS DEPARTMENT:**

REF No.: \_\_\_\_\_ RECOMMENDED LIMIT: \_\_\_\_\_

LEVEL: \_\_\_\_\_ DISCOUNT: \_\_\_\_\_

DEBTORS MANAGER: \_\_\_\_\_ CAPTURED BY: \_\_\_\_\_

EASY PAY No.: \_\_\_\_\_

**CHECK LIST**

	YES	NO
COMPLETED APPLICATION FORM		
CLEAR COPY OF ID		
PROOF OF ADDRESS		
SALARY SLIP		
ITC CREDIT CHECK		
BANK STATEMENT		
APPLICATION FORM SIGNED BY APPLICANT		
IF HOME OWNER COPY OF LATEST RATES ACCOUNT		
CLEAR AND LEGIBLE WRITING		

**SECTION B**

To be completed by 'CREDIT' applicant only

The Client or its duly authorised agent does hereby apply for credit facilities with The Creditor and in consideration thereof the Client does hereby irrevocably accept that the terms and conditions set out herein below regulate and govern the liquidation and payment of any monies due, owing and payable to **THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR)**.

**1. INTERPRETATION**

In this Application, clause headings are for convenience and shall not be used in its interpretation, unless the context indicates the contrary intention:

- 1.1. any expression which denotes
  - ☐ the singular shall include the plural and vice versa;
  - ☐ any gender includes the other gender: a person includes an artificial person or juristic person and vice versa;
- 1.2 any reference to any legislation or enactment is to such legislation or enactment as at the date of signature of the Agreement by the last signing of the parties and as amended or re-enacted from time to time;
- 1.3 if any provision in a definition is a substantive provision conferring any right or imposing any obligation on either Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement;
- 1.4 when any number of days is prescribed, such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday as recognised in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday as recognised in the Republic of South Africa;
- 1.5 the use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific examples;
- 1.6 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provides that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.7 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.8 the terms "holding company" and "subsidiary company" shall bear the meanings assigned to them in the Companies Act No. 71 of 2008; and
- 1.9 the clause headings have been inserted for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions to which it relates. The clause headings are for descriptive purposes only and shall not in any way limit or amplify the terms of this Agreement.

**2. DEFINITIONS**

In this Application, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

- 2.1 **"Agreement"** means this agreement together with all annexures and addenda hereto, all as may be amended in writing by the Parties from time to time;
- 2.2 **"Confidential Information"** means all confidential information of THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR) irrespective of the media in which it is contained and including but not limited to the Intellectual Property, print-outs, manuals, software, applications, source codes, computer discs, magnetic tapes and samples;
- 2.3 **"Client"** means any person and the signatory hereto in terms of this application (include a juristic and/or a natural person) to whom goods and services are supplied in the ordinary course of business;
- 2.4 **"Creditor"** mean the company supplying the goods or services, being THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR) (2000/008858/07)
- 2.5 **"Delivery"** shall have its ordinary meaning as specified in the purchase order or form of delivery;
- 2.6 **"Goods"** shall mean any tangible objects or other intangible products written on any medium ordered by the client;
- 2.7 **"Group"** means the Client, the holding company (if applicable) of the Client, all subsidiaries of the Client from time to time and (if applicable) all subsidiaries of the holding company from time to time;
- 2.8 **"Intellectual Property"** means any and all rights, title and interest in and to: any know-how (not in the public domain); invention (whether or not patented); design, goodwill, trade name, trade mark, technology, (whether or not registered), or any material in which copyright subsists (whether or not registered), and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such Intellectual Property;
- 2.9 **"Parties"** shall mean THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR) and/or the Client; as the case may be;

## Watkins Valeur Distributor Application Form

- 2.10 **“Regulations”** shall mean the National Credit Regulations, published in Government Gazette No. 8477, Notice 28864;
- 2.11 **“Services”** mean any service rendered by THE JR WATKINS COMPANY (PTY) LTD (T/A WATKINS VALEUR to the Client, as amended from time to time;
- 3. DOMICILIUM**
- 3.1 The Client and the signatory hereto chooses Domicilium Citandi et Executandi for all purposes arising out of this application including the giving of any notice and/or the service of any process at the Physical Address stipulated in Section A, clause 3.2 of this application.
- 3.2 The Client and the signatory hereto shall be entitled to change its Domicilium Citandi et Executandi to any address in the Republic of South Africa provided that any notice of a change of such an address shall be given in writing and shall be delivered or sent by prepaid registered post or by hand by the Client and/or the signatory hereto to the Creditor.
- 3.3 Any notice or process addressed by the Creditor to the Client and the signatory hereto shall be deemed to have been received:
- on the date of delivery thereof if delivered by hand to the Client and/or the signatory hereto; or
  - 7 (seven) days after the date of posting thereof (including the date of posting) if posted by prepaid registered post.
  - This provision shall not be construed as precluding the utilization of other means and methods, including telefax, for the transmission or delivery of notices, acceptances, demands, other communications, and shall, where applicable, be deemed to have been received on the day of delivery or telefax transmission, as the case may be.
- 3.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen domicile.

### **4. PROOF OF CLAIMS**

A certificate signed by a manager or any director of the Creditor reflecting the amount owing by the Client to the Creditor, in respect of the credit Application granted to the Client relating to this Application’s dealings with the Creditor, and of the fact that such amount is due, owing 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 where the amount of such claims is required to be established, and it shall rest with the Client to prove that such amount is not owing and/or due and unpaid.

### **5. CONSENT TO JURISDICTION**

- 5.1 Notwithstanding the amount which may at any time be owing by the Client to the Creditor, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate’s Court for the determination of any action or proceeding which may be brought by the Creditor against the Client arising out of any transaction between the parties, it being recorded that the Creditor shall be entitled, but not obliged, to bring any action or proceeding in the said court.
- 5.2 Notwithstanding the afore going clause 5.1, the Creditor shall have the right at the Seller's sole option and discretion to institute proceedings in any other competent Court which might otherwise have jurisdiction.

### **6. DEFAULTING IN PAYMENT**

In the event of the Client defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Client.

### **7. OBJECTIONS TO STATEMENT**

If the Client should fail to object to any item appearing on the Creditor’s statement of account within 14 (fourteen days) of date of the dispatch of the statements the accounts shall be deemed to be in order.

### **8. CHANGE OF OWNERSHIP**

The Client undertakes to notify the Creditor, in writing, within 7 (seven days) of any change in Ownership of the Client’s business, or should the Client be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by the Client. In addition to the foregoing, the Client acknowledges that immediately upon any change of Ownership in the Client any outstanding amount whether due or not shall be deemed to be forthwith payable by the Client to the Creditor.

### **9. RESERVATION OF OWNERSHIP**

Until such time as the Client has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in the Creditor. The Creditor shall, in its sole discretion, without notice to the Client, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the Client shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the Creditor. The Client hereby waives any right it may have for a spoliation order against the Creditor in the event that The Creditor takes possession of any goods.

**10. VALID ORDERS**

In the event of any order being given to the Creditor or an order form reflecting the Client's name as the entity from which the order emanates, such order shall be deemed to have emanated from the Client, notwithstanding the fact that such order may have been given or signed by a person not authorised by the Client and such order will be deemed to constitute valid delivery. It is further the sole responsibility of the Client to determine that goods ordered are suitable for the purposes of the intended use.

**11. PAYMENT TO THE CREDITOR**

The Creditor does not appoint the Post Office as its agents for payments by post. All payments shall be made to the Creditor's place of business from where the goods were ordered. In the event of any payments being mislaid or lost in the post, THE CLIENT shall still be liable to the Creditor for payment. Payment can be made by EFT into Watkins Valeur bank accounts, Direct Deposit, Credit Card or Cash and your Reference number must be clearly visible.

**12. CREDIT TERMS**

The credit terms are, unless amended in writing by a director/manager of the Creditor, 30 (thirty) days nett, where such days are calculated from the date of statement. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument. Any credit facilities granted to THE CLIENT by the Creditor is entirely at the discretion of the Creditor, and may be withdrawn at any time. Please initial here.

**13. CONSENT TO SHARING INFORMATION**

The Client consents to the Creditor sharing information on his account with the Creditor, with other credit grantors and credit information agents. Information shared with such credit grantors and agents is used to make credit granting decisions, to prevent fraud and manage risk.

**14. DELIVERY AND REPAIRS**

- 14.1 The Client agrees that the signature or any agent, contractor, sub-contractor or employee of the Client on the Creditor's official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
- 14.2 Any delivery date stated on the order confirmation is approximate only. The Creditor shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 14.3 Whilst the Creditor will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and the Client shall not be entitled to refuse acceptance of such late deliveries. The Creditor shall in any event not be liable to the Client, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.
- 14.4 The risk in and to the goods shall pass from the Creditor to the Client on the date of delivery notwithstanding that ownership will not pass to the Client until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of the Creditor's delivery note, proof of posting if the goods are posted to the Client or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by the Creditor. The Post Office/South African Transport Services or Road Carrier shall act as the agent of the Client.
- 14.5 In the event of the Client failing to give the Creditor sufficient information to enable it to process any order, the Client will pay any costs and expenses thereby incurred by the Creditor.  
The Creditor acknowledges all copyrights, patents, trademarks or designs, and indemnifies the Client against any claims, costs or expenses arising out of the infringement thereof.

**15. WARRANTIES**

- 15.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.
- 15.2 Liability under clause 16.1 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of the Creditor.
- 15.3 The Client will have no warranty or guarantee claims under this agreement unless the Creditor has received notice within fourteen days of the alleged defect occurring, a written notice from the Client specifying the defect and requesting the Creditor to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by the Creditor.
- 15.4 The Client shall return any defective goods to the premises of the Creditor at the Client's cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 15.5 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by the Client; or should the goods be operated outside of the Manufacturer's specifications.

**16. RECOVERY OF LEGAL / COLLECTON COSTS**

Should the Creditor instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against the Client in the implementation or protection of the Creditor's rights, the Creditor shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

**17. RESPONSIBILITY FOR LOSSES / DAMAGES OR DELAYS**

The Creditor will not be in any way responsible for losses, damages or delays caused by or arising from vis major easus fortuitus or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the Creditor, whether eiusdem generis with the causes aforementioned or not.

**18. CESSION OF BOOK DEBTS**

- 18.1 The Client does hereby irrevocably and in rem suam cede, pledge, assign, transfer and make over unto and in favour of the Creditor all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and however arising which the Client may now or at any time hereafter have against all or any persons, companies, firms, partnerships associations, syndicates and other legal personae whomsoever (the Client's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the Client to the Creditor from whatsoever cause or obligation howsoever arising which the Client may be or become bound to perform in favour of THE CREDITOR.
- 18.2 Should it transpire that the Client at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest, in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Client's reversionary rights. Notwithstanding the terms of the a foregoing cession, the Client shall be entitled to institute action against any of its debtors provided that all sums of money which the Client collects from its debtors shall be collected on the Creditor's behalf and provided that further the Creditor shall at any time be entitled to terminate the Client's rights to collect such monies/debts.
- 18.3 The Client agrees that the Creditor shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Client's rights.
- 18.4 The Client further agrees that the Creditor shall, at any time, be entitled to inspect any of the Client's books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.

**19. NON-WAIVER OF RIGHTS**

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of the Creditor shall not in any way operate as or be deemed to be a waiver by the Creditor of any of his rights under this contract, or be construed as a novation thereof.

**20. SEVERABILITY OF CLAUSES**

If any provision hereof is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be pro non scripto, but without affecting, impairing or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.

21. Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either party shall be bound by this Agreement.

**22. ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. This agreement shall be governed by the laws of South Africa.

The Client warrants that the information submitted in this application is true and correct in all respects and that the Client is entirely familiar with the terms and conditions contained herein. The Client further warrants that he/she has read and understood the contents of the Application.

**23. DISTRIBUTOR'S FUNCTION**

- To promote Watkins Valeur products ONLY
- To grow personal sales
- To attend training sessions
- To attend all Meetings
- To remain active with monthly purchases
- Should the account not be active for a period of 3 months or longer, the account will be closed and the distributor will have to re-apply.
- Should the distributor be re-instated they will start at new found distributor level of 15% and not the level he/she was on before becoming inactive.

**24. MONTHLY STATEMENTS AND INVOICES**

Distributors are advised to retain all invoices with their stock. Statements will be posted.

**25. PLACING ORDERS**

- Please read and study your monthly specials before placing orders
- When placing orders quote the CORRECT PRODUCT CODE and description of goods
- When faxing orders ensure that the Distributors name and contact details are on all the pages and that the order is legible.

26. ITC

- By signing the Watkins Valeur application form, you hereby give us consent to do a full ITC background check.
- Should this report not be favourable, we could offer you a full 'cash distributorship'.

To be completed by 'CASH' & 'CREDIT' applicant

Thus signed by the Client or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of the Client.

APPLICANT:

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Application + Copy of ID +Salary Slip + bank Statements and First Order email to:

[sales@watkinsvaleur.co.za](mailto:sales@watkinsvaleur.co.za)

**Subsequent Orders to be sent via:**

BY FAX: (021) 532 0804 or (021) 532 2660

SMS: 072 041 7002

WHATSAPP: 083 609 6469

EMAIL: [sales@watkinsvaleur.co.za](mailto:sales@watkinsvaleur.co.za)

TEL: (021) 532 2640 – Applies only to small orders (1 or 2 items)