



cabglass.co.za
construction & agri machine glass

Credit Application Form

Please include the following with the completed credit application:

1. Company registration documents
2. Tax clearance certificate
3. Copy of VAT certificate
4. Copies of ID of directors/shareholders/partners and signatories (if different)
5. Letter confirming banking details
6. Resolution to open a trading account

Mail everything to info@cabglass.co.za



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Credit Application Form

Credit Facility Requested:

R _____ COD 7 DAY 30 DAY

Business Details: Type of entity?

Public Co. Private Co. Partnership Close Corp.
 Sole Prop. Trust Co-Operative Other

If other, give details:

Business Trading Name:

Business Registered Name:

Registered Address:

Business Street Address:

Postal Address:

Email Address:

Tel no:

Fax no:

Cell no:

VAT Reg No:

Nature of Business:

Commencement/Incorporation Date:

Name of contact Persons:

(Accounts)

(Purchase Orders)

Are any of the directors / members / partners / proprietors or the company / close corporation

insolvent or a rehabilitated insolvent?

YES

NO

Name of insolvent / rehabilitated directors / members / partners / proprietors or the company /

close corporation:

Name & Address of accounting officer / Auditors:

Name & Address of Landlord (If premises rented):

Credit Information

Public Companies, Private Companies, Close Corporations, Co Operatives, Partnerships and Sole Proprietors must complete details of directors, members, partners, sole proprietor:

Full Names:	Date of Appointment	ID Number:

Bank Details:

Name of Bank:

Branch:

Account No:

Branch Code:

Account Name:

Overdraft Facility:

Conditions of Sale:

I, _____ the undersigned, in my capacity as
_____ of the above business, duly authorised hereto, do on behalf of the

Applicant / Purchaser...

1. Warrant that all the above mentioned information is correct;
2. Agree that, (notwithstanding anything to the contrary which may hereafter appear on any invoice, delivery note, account or any other document from Coalition Trading 526 t/a cabglass.co.za ("the Seller");
 - a) ownership of any goods sold by the Seller in terms hereof to the Applicant / Purchaser shall remain vested in the Seller, until the purchase price of such goods has been paid in full.
 - b) the risk in the goods shall pass immediately to the Applicant / Purchaser on delivery of all or any portion of such goods purchased and delivered, a signed delivery note / invoice being proof that the goods have been delivered and received in good condition.
 - c) the Seller may at any time and without notice cancel any credit facility granted to the Applicant / Purchaser.
 - d) the purchase price of any goods hereafter sold and delivered, and the remuneration for any service hereafter rendered, by the Seller to the Applicant / Purchaser, shall be paid within 30 days from the end of any given month.
 - e) should any such price or remuneration not be paid on the due date, then:
 - (i) all amounts owing by the Applicant / Purchaser to the Seller for whatever reason shall become immediately due and payable, notwithstanding the fact that portions of such amounts might not yet be due and payable;
 - (ii) all discounts given by the Seller to the Applicant / Purchaser whether stated on an invoice or otherwise will become null and void and such amounts will also become immediately due.
 - (iii) the Applicant / Purchaser shall be liable to the seller for the payment of interest on all amounts overdue at the rate of 3% (three per centum) above the prime overdraft rate charged by Nedbank from time to time.
 - (iv) the Applicant / Purchaser shall be liable for all costs incurred by the Seller as between attorney and own client in recovering or attempting to recover any such overdue amount including all tariff collection commission charged by the recovering attorney, tracing agents fees and the like.
3. Consent to the jurisdiction of any Magistrate's court having jurisdiction over the Applicant / Purchaser in terms of section 45 of act 32 of 1944 (as amended) in respect of any legal proceedings (whether by way of provisional sentence and or summons) which the seller may wish to institute against the Applicant / Purchaser arising out of any transaction between the seller and the Applicant / Purchaser, notwithstanding the fact that the amount or value of the Sellers claim might otherwise exceed such jurisdiction, but further agree that notwithstanding such consent, the Seller may at it's option institute any such proceedings in the division of the High Court of South Africa having jurisdiction.
4. Choose Applicant's / Purchaser's domicilium citandi et executandi for the purposes of any action which the seller may wish to institute against the Applicant / Purchaser arising out of any cause whatsoever at the Business Street Address set out above or at the place or places at which the Applicant / Purchaser carries on it's business or at the Applicant / Purchaser's registered office from time to time.
5. Applicant / Purchaser agrees that it shall be stopped from denying the authority of the person signing this application on its behalf.
6. Agree that the Seller shall not be liable for any damages suffered by the Applicant / Purchaser arising from the damage or destruction of any of the Applicant / Purchaser's vehicles or other goods whilst on the Sellers premises whether by fire, theft, weather, the Sellers negligence or any other cause.
7. Agree that the Seller will not be liable for any defects in any goods sold by the Seller to the Applicant / Purchaser on request whether new or old, whether latent or patent, nor for any damage or injury or consequential loss suffered as a result of any defect, delayed delivery or through any cause whatsoever.

8. Agree that, in respect of new goods, the seller makes no warranty whatsoever other than as may be given by the manufacturers and the Applicant / Purchaser accepts such goods subject to such warranties or to the manufacturers conditions of sale a copy of which will be made available to the Applicant / Purchaser on request.

9. The Applicant / Purchaser shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Applicant / Purchaser may have for compensation for loss or damage to goods, or other property, or for any reason whatsoever nor shall the Applicant / Purchaser be entitled to claim or enforce any set off against the Seller from whatever cause arising.

10. Agree that the Seller or any supplier to the Seller shall be liable to the Applicant / Purchaser for any damage whatsoever, including but not limited to consequential damages resulting from the seller not being able for any reason whatsoever to deliver any goods ordered timeously, or at all.

11. If at any time there is a change of ownership of the Applicants / Purchaser's business or the controlling interest in the Applicant / Purchaser is transferred to any person other than the person who is presently the beneficial owner of such controlling interest, then the Seller shall be entitled to cancel this agreement unless it has consented in writing to such change of ownership or transfer of controlling interest.

12. The Applicant / Purchaser understanding that the Seller will carry out credit checks with one or more licensed credit agencies and hereby authorises such agencies to divulge to the Seller such information as it may require. The Applicant / Purchaser likewise authorises the Seller to divulge to any credit agency any information as to how Applicant / Purchaser's account is conducted with the Seller.

13. Should the Applicant / Purchaser breach any of the provisions of these conditions of sale or should the Applicant / Purchaser commit any act or allow any omission which may in any way prejudice the ability of the Seller to recover payment of any amount owing paid by the Applicant / Purchaser, the Seller shall be entitled to claim payment of any amount then owing by the Applicant / Purchaser to the Seller notwithstanding that such amount would otherwise not be due and payable and notwithstanding anything to the contrary in any invoice or statement issued by the Seller or any order accepted by the Seller.

14. It is acknowledged that the Applicant / Purchaser may hereafter enter into one or more transactions with a company which is a subsidiary of Coalition Trading 5260 which is associated with the same. In such event these conditions shall apply mutatis mutandis to any transaction between the Applicant / Purchaser and the subsidiary or associate company concerned.

15. Should the Applicant / Purchaser fail to procure the signature by all of its directors of a suretyship in favour of the Seller in the form hereto annexed, the Seller shall be entitled to cancel this agreement and claim payment from the Applicant / Purchaser for all amounts then owing by the Applicant / Purchaser to the Seller notwithstanding that such amounts would otherwise not be due and payable.

WITNESS

APPLICANT/PURCHASER SIGNATURE

WITNESS

CAPACITY

DATE _____

DIRECTOR(S) / MEMBER(S) / PARTNER(S) / INDIVIDUAL SURETYSHIP

I / We

the undersigned, being a director / member / partner / sole proprietor of

being the Applicant / Purchaser, do hereby bind myself/ourselves as surety and co-principal debtors in solidum for all amounts which are now or may in the future become due by the Applicant / Purchaser to Coalition Trading 526 t/a cabglass.co.za ("the Seller").

We renounce the benefits of exclusion and division the nature and extent where of I/we acknowledge myself/ourselves to be aware and I/We agree that any extension of time or indulgence granted by the Seller to the Applicant / Purchaser shall in no way affect vitiate this My/Our guarantee.

I/We consent to the jurisdiction of any Magistrate's Court having jurisdiction over Myself/Ourselves in terms of section 45 of Act 32 of 1944 (as amended) in respect of any legal proceedings (whether by way of provisional sentence and/or summons) which the Seller may wish to institute against me/us arising out of any transaction between the Seller and myself/ourselves and /or the Applicant / Purchaser, notwithstanding the fact that the amount or value of the Sellers claim might otherwise exceed such jurisdiction, but further agree that notwithstanding such consent, the Seller may at its option institute such proceedings in the division of the High Court of South Africa having jurisdiction. I/We shall be liable for all costs incurred by the Seller as between attorney and own client in recovering or attempting to recover any such overdue amount including all tariff collection commission charged by recovering attorney, tracing agents fees and the like.

I/We hereby choose domicilium citandi et executandi for all purposes of this suretyship at the address and all notices required to be given to me/us in terms hereof shall be considered duly given if posted or delivered by hand to me/us at the said address:

(street address)

Signed: _____

Dated at _____ **on this the** _____ **day of** _____ **20**_____

WITNESS

WITNESS