Chisel and Spout (Pty) Ltd
Reg 2025/524130/07
+27 68 660 0092
chantal@chiselandspout.co.za
www.chiseldandspout.co.za

THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE **AND SURETYSHIP ACCEPTANCE.**

SECTION A – Questionnaire

We,____
(hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **Chisel and Spout Pty Ltd**, registration number 2025/524130/07 (hereinafter referred to as "CHISEL AND SPOUT").
In support of this application, the following information is furnished:

1. Legal entity type	Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust

2.1 Registered Name of "THE APPLICANT" ____

2.2 Trading name ____

2.3 Company Registration No

				/						/		

2.4 Sole Proprietor ID No

2.5 Function of business ____

3.1 Postal Address ____

____Code ______________

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

____

____

3.3 Delivery Address____

3.4 VAT Number ____(Copy VAT certificate required)

3.5 Tel Numbers (_________) _________________________

3.6 General e-Mail address ____(please print)

3.7 Accounts payable person name: ____ (creditors person)

3.8 Accounts payable e-mail address: ____(please print)

3.9 Business premises - Owned

Y	N

3.10 How long have you been at this premises? ____________

3.11 Landlord contact number (tel): ____

Please initial here _______________

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4.1 Date of this business commenced trading | D | D | | M | M | | Y | Y | Y | Y |

5.1 Account in the name of ______________________________(Bank letter required)

5.2 Bank Name ______________________

5.3 Branch Name ______________________

5.4 Branch Code ____________

5.5 Account Number ______________________(**please print)**

5.6 Type of account ____________________(**No savings**/call accounts, must be a trading bank account)

6.1 Holding/Group Company name ______________________________

6.2 Group Participation in bulk buying ______________________________

6.3 Percentage share holding ______________________________

6.4 Name of Auditors / Accounting Officer ______________________________

6.5 Auditor Telephone Number: (__________) ______________________

6.6 Date of last audited financial statements ______________________________

7 Details of principals (Sole Owner / Partners /Members / Directors/ Trustees)

Full Name	**ID Number**	**Cell No**	**% Share**

Please initial here ____________

8 Trade References **(Min of 5 required)** **NO COD ACCOUNTS**

Company (Supplier) Name	**Acc No**	**Credit limit**	**Telephone Number Landline only**
1			( )
2			( )
3			( )
4			( )
5			( )

9 The following credit limit request is for assessment purposes only and does not form part of this contract:

9.1 Amount of credit required R________________________________

9.2 Estimated monthly purchases R________________________________

10 In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

10.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million? YES | NO

10.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million? YES | NO

11 In terms of the Companies Act 71, of 2008 please state:

11.1 Is THE APPLICANT currently under Business Rescue? YES | NO

11.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months? YES | NO

Please initial here ____________________

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with CHISEL AND SPOUT and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
   THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by CHISEL AND SPOUT shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by
   CHISEL AND SPOUT. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to
   CHISEL AND SPOUT free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by CHISEL AND SPOUT is entirely at the discretion of CHISEL AND SPOUT, and may be withdrawn at any time.
2. **Change of address**
   THE APPLICANT undertakes to notify CHISEL AND SPOUT in writing within 7 (seven) days of any change of address.
3. **Change of ownership**
   THE APPLICANT undertakes to notify CHISEL AND SPOUT, in writing, within twenty days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to CHISEL AND SPOUT.
4. **Domicilium**
   THE APPLICANT and the signatory hereto chooses *Domicilium Citandi et Executandi* (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **Pricing increments**
   Prices quoted by CHISEL AND SPOUT are determined from time to time and are subject to increases, at the discretion of CHISEL AND SPOUT. CHISEL AND SPOUT shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
6. **Valid orders**
   In the event of any order being given to CHISEL AND SPOUT on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

Please initial here ________________

7. **Delivery**
   7.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on CHISEL AND SPOUT 'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
   7.2 Any delivery date stated on any order confirmation is approximate only. CHISEL AND SPOUT shall not be bound by that date but will make all reasonable efforts to deliver by that date.
   7.3 Whilst CHISEL AND SPOUT 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 APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
   7.4 The risk in and to the goods shall pass from CHISEL AND SPOUT to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of CHISEL AND SPOUT 'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by CHISEL AND SPOUT. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.
8. **Repairs and Warranties**
   8.1 New goods are guaranteed according to either CHISEL AND SPOUT 's specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of CHISEL AND SPOUT not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
   8.2 Should a product supplied to THE APPLICANT by CHISEL AND SPOUT be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact CHISEL AND SPOUT within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to CHISEL AND SPOUT, where applicable.
   8.3 Liability under clause 9.2 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by CHISEL AND SPOUT.
   8.4 All warranties and guarantees shall become immediately null, and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of CHISEL AND SPOUT are not covered in any warranties.
   8.5 Should CHISEL AND SPOUT find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
   8.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to CHISEL AND SPOUT may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.
9. **Copyright**
   THE APPLICANT acknowledges CHISEL AND SPOUT 's intellectual property rights in the goods and shall not infringe such intellectual property rights.
10. **Payment to CHISEL AND SPOUT**
   CHISEL AND SPOUT does not appoint the Post Office as its agents for payments by post. All payments shall be made to CHISEL AND SPOUT 'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to CHISEL AND SPOUT for payment. Should CHISEL AND SPOUT at any time advise THE APPLICANT of any change to CHISEL AND SPOUT banking account details THE APPLICANT shall confirm such change with a Manager of CHISEL AND SPOUT before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging CHISEL AND SPOUT to afford THE APPLICANT any such indulgence to effect payment after due date.

Please initial here ________________

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11. **Reservation of ownership**
Until such time as THE APPLICANT 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 CHISEL AND SPOUT. CHISEL AND SPOUT shall, in its sole discretion, without notice to THE APPLICANT, 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 APPLICANT 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 CHISEL AND SPOUT. THE APPLICANT hereby waives any right it may have for a spoliation order against CHISEL AND SPOUT in the event that CHISEL AND SPOUT takes possession of any goods.
12. **Responsibility for losses, damages, or delays**
CHISEL AND SPOUT will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, 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 CHISEL AND SPOUT.
13. **Defaulting in payment**
In the event of THE APPLICANT 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 APPLICANT.
14. **Interest on overdue accounts**
CHISEL AND SPOUT shall be entitled to charge THE APPLICANT interest at the rate of **2%** (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as CHISEL AND SPOUT affording THE APPLICANT any indulgence to make payment after due date.
15. **Proof of Claims**
A certificate signed by a manager or any director of CHISEL AND SPOUT - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to CHISEL AND SPOUT, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with CHISEL AND SPOUT, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount 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 APPLICANT to prove that such amount is not owing and/or due and unpaid.
16. **Consent to jurisdiction**
Notwithstanding the amount which may at any time be owing by THE APPLICANT to CHISEL AND SPOUT, 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 CHISEL AND SPOUT against THE APPLICANT arising out of any transaction between the parties, it being recorded that CHISEL AND SPOUT shall be entitled, but not obliged, to bring any action or proceeding in the said court.
17. **Recovery of legal /collection costs**
Should CHISEL AND SPOUT instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of CHISEL AND SPOUT 'S rights, CHISEL AND SPOUT 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.
18. **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 CHISEL AND SPOUT shall not in any way operate as or be deemed to be a waiver by CHISEL AND SPOUT of any rights under this contract, or be construed as a novation thereof.
19. **Severability of clauses**
Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

Please initial here ________________

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20. 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. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

Please initial here _______________

OFFICE USE:

Name of representative: ___________________________ Signature: _______________________ Date: ______________

I, hereby confirm that the above applicant is operating from a Bona Fide Business premises, as a going concern and this the physical delivery address which appears on the first page is the address from which the applicant operates the business.

Account opened date: ___________________________________ Account Number: ____________________________

Account Limit approved by: ______________________________ Account Limit: ____________________________

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CONSENT AND PRIVACY

1. This agreement will be applicable to all personal information as defined in the Protection of Personal Information Act, 4 of 2013 (“POPI”).
2. By either Party submitting any personal information to the other, the disclosing Party unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to this agreement.
3. The Parties agrees and consent that its personal information may be processed by, or on behalf of either of the Parties for the purposes set out in the Agreement.
4. The Parties shall at all times comply with its obligations and procure that each of its Affiliates comply with their obligations under POPI.
5. The Parties shall ensure that any personal information that is processed by it in the course of performing its obligations under the Agreement is done in accordance with POPI.
6. Each Party shall not process, disclose, or use personal information except:
   - 6.1. to the extent necessary for the provision of Services and/or Products under the Agreement; or
   - 6.2. to fulfil their own obligations under the Agreement; or
   - 6.3. as otherwise expressly authorised by the other Party in writing.
7. Each Party shall not disclose any personal information to any Third Party without the other Party’s prior written consent in each instance, other than to the extent required by any Regulator or Law.
8. In the event the other Party providing such consent necessary for the disclosure of personal information to a Third Party, each Party shall:
   - 8.1. make such disclosure in compliance with POPI; and
   - 8.2. enter into a written agreement with the applicable Third-Party recipient of such personal information that requires such Third Party to safeguard the personal information in a manner no less restrictive than each Party’s obligations under these terms.
9. The Parties shall implement and maintain an effective security safeguards that includes, but is not limited to administrative, technical, and physical safeguards, and appropriate technical and organisational measures, in each case, adequate to insure the security and confidentiality of personal information, and to protect against any anticipated risks to the security or integrity of personal information, protect against unauthorized access to or use of personal information, protect personal information against unlawful processing or processing otherwise than in accordance with this agreement, and protect against accidental loss, destruction, damage, alteration or disclosure of personal information.
10. Without limiting the foregoing, such safeguards and measures shall be appropriate to protect against the harm that may result from unauthorised or unlawful processing, use or disclosure, or accidental loss, destruction, or damage to or of Personal Information and the nature of the personal information, and shall maintain all safeguard measures as is required by POPI.
11. Each Party shall not use, process, store, transfer or permit access to any personal information across the borders of South Africa, without the written consent of the other Party.
12. In the event of any actual, suspected, or alleged security breach, including, but not limited to, loss, damage, destruction, theft, unauthorized use, access to or disclosure of any personal information, each Party shall:
   - 12.1 notify the other Party as soon as practicable after becoming aware of such event;
   - 12.2 provide the other Party will all information regarding the breach in the Party’s knowledge and possession to allow the Party to ascertain what has occurred and which personal information has been affected.
   - 12.3 promptly take whatever action is necessary, at each Party’s own expense, to minimise the impact of such event and prevent such event from recurring.
13. The Applicant hereby consent to receive direct marketing material from CHISEL AND SPOUT.

Please initial here ________________

THE APPLICANT specifically warrants that THE SUPPLIER has consent to: -

- Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT in terms of this agreement.
- To obtain a bank code for THE APPLICANT'S bank account.
- To do a property ownership check.
- THE SUPPLIER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
- If THE APPLICANT fails to meet his/her/its commitments to THE SUPPLIER, THE SUPPLIER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

Signed at ______________________ on this______________ day of _________________/20___________
by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

Name: _____________________________________Designation: _________________________________

Signature: ___________________________________ ID

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ACCEPTANCE OF SURETYSHIP

I, the undersigned, do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favor of CHISEL AND SPOUT for the due performance of any obligation of THE APPLICANT and for the payment to CHISEL AND SPOUT by THE APPLICANT of any amounts which may now or at any time be or become owing to CHISEL AND SPOUT by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by CHISEL AND SPOUT and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to CHISEL AND SPOUT have been paid in full. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Excussion – the right to require CHISEL AND SPOUT to first proceed against THE APPLICANT for payment of any debt owing to CHISEL AND SPOUT before proceeding against the surety.
- Cession of Action – the right to require CHISEL AND SPOUT to give cession of the action for payment of debts to the surety before any action against the surety may be taken.
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to **ALL** the terms and conditions set out in this agreement and the consent per above.

CONSENT:

I as surety and co-principal debtor, specifically warrant that THE SUPPLIER has consent to: -

1. Carry out a consumer credit enquiry from time to time with the credit bureaus or credit information agents.
2. To perform a property ownership check.
3. THE SUPPLIER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
4. If THE APPLICANT fails to meet his/her/its commitments to THE SUPPLIER, THE SUPPLIER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

Name: ______________________________________**Designation:** _______________________________

Signature: ____________________________ **ID** | | | | | | | | | | | | | | |

Please initial here _______________

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ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

Signed at ______________________________ on this______________ day of _________________,20_______ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: ____ Designation: _________________________________

Signature: ____________________________________ ID | | | | | | | | | | | | | | |

As Witness (1):

Name: ___________________________________

ID Number: | | | | | | | | | | | | | | |

Signature: __________________________________

As Witness (2):

Name: ___________________________________

ID Number: | | | | | | | | | | | | | | |

Signature: __________________________________

To avoid any delays, we kindly request that you attach the following documents:

a. Bank letter confirming banking info, not older than **3 months**.(available online)
b. Bank code, not older than 3 months – Value of code 2.5 times the credit limit required.
c. Company CIPC/CK2//CM29 **or ID of sole proprietor**
d. VAT certificate & SARS certificate of good standing (available on your e-filing portal).
e. Copy Company letter head or compliment slip.