

# Application for Credit Facilities

*Incorporating Conditions of Sale & Deed of Suretyship*

between

**KHANYISA ELECTRICAL SUPPLIERS PTY LTD reg 2008/026316/07**



(hereinafter referred to as the "Creditor")

and

.....  
(Company - hereinafter referred to as the "Debtor")

Khanyisa Electrical Suppliers PTY LTD Reg. No.: Reg 2008/ 026316/ 07 VAT No. : 4150176883	P O Box 30393 Kyalami 1684 Tel: 011 466 4137 Fax: 011 466 4140
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## Annexure A

### DEBTOR :

Trading Name:											
Registered Name:											
Date of Establishment:											
Type of Business:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Ltd</b>		<b>(Pty) Ltd</b>		<b>CC</b>		<b>Partner- ship</b>		<b>Private Owner</b>		
Company Reg. No.:											Attach copy of the certificate
The above entity is the contracting PARTY to this AGREEMENT, referred to as the PURCHASER											

### DEBTOR INFORMATION :

VAT Reg. No.:								Attach copy of the certificate
Nature of Business:								
Postal Address (Correspondence):								Code:
								Code:
Domicilium Address (Must be street address)								Code:
								Code:
The PURCHASER chooses the above address as the domicilium citandi et executandi								
Delivery Address:								Code:
								Code:
								Code:
If more than 1 delivery address, PURCHASE ORDERS must clearly state delivery address								

Tel:	(    )		Alternate Tel:	(    )	
Fax:	(    )		e-Mail Address:		

Bank:	Branch & Branch No.:	Account No.:
Name of Account if different to Trading or Registered name:		

### DIRECTORS / MEMBERS / PARTNERS / OWNERS :

Full Names	Residential Address	Contact & ID Numbers:
1.		Tel:
		ID:
2.		Tel:
		ID:
3.		Tel:
		ID:
4.		Tel:
		ID:

DOES YOUR COMPANY ISSUE ORDER NUMBERS?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
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WHAT IS THE AUTHORISED METHOD FOR SUPPLY OF GOODS:

<input type="checkbox"/>	ON ORDER NUMBER ONLY	<input type="checkbox"/>	VERBAL
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IF YES, WHO ARE AUTHORISED TO ISSUE ORDER NUMBERS FOR YOUR COMPANY?

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TRADE REFERENCES:

Company	Contact Name	Telephone No.:

CREDIT LIMIT REQUIRED:

R	(	)
Terms strictly 30 days from date of statement		

IN THE EVENT OF NOT HAVING A REPRESENTATIVE, WOULD YOU LIKE ONE ALLOCATED TO YOU?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
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Representative allocated:
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ANY OTHER COMMENTS OR NOTES:


# Purchases Agreement – Standard Terms and Conditions of Sale

## 1. PARTIES to the AGREEMENT

1.1 Khanyisa Electrical Suppliers, shall for all intents and purposes for this agreement be known as KHANYISA ELECTRICAL with domicilium citandi et executandi at its address as Ground Floor, Block B, Unit C, Grand Prix Business Park, Kyalami, and

1.2 The purchaser as defined in ANNEXURE A (Credit Application) to this AGREEMENT.

1.3 KHANYISA ELECTRICAL and the Purchaser also referred to as a PARTY or, in combination as the PARTIES.

1.4 Either PARTY may change its domicilium citandi et executandi by written notice sent by registered post or by facsimile or delivered by hand to the other PARTY. Any notice addressed and sent by prepaid registered post to either PARTY's domicilium citandi et executandi shall be conclusively deemed to have been given to and received on the 3rd day after the date of posting, or if sent by facsimile on the date of transmission or if delivered by hand, on the date of delivery.

## 2. ONLY AGREEMENT

2.1 The PARTIES declare that they have read and understood the terms and conditions of this AGREEMENT and agree that this AGREEMENT is the only AGREEMENT between them on the subject matter covered in this document and shall be known as "Khanyisa Electrical Suppliers STANDARD TERMS and CONDITIONS of SALE".

2.2 However, the PARTIES agree that KHANYISA ELECTRICAL can specify additional SPECIAL CONDITIONS on an official KHANYISA ELECTRICAL QUOTE that shall be valid for that KHANYISA ELECTRICAL QUOTE only and shall become binding on the PURCHASER placing a PURCHASE ORDER with KHANYISA ELECTRICAL for that KHANYISA ELECTRICAL QUOTE.

2.3 Subject to CLAUSE 8 below, any AMENDMENTS to this AGREEMENT must be reduced to writing and signed by both PARTIES.

## 3. GOODS

The GOODS and SERVICES covered under this AGREEMENT shall be those in any official KHANYISA ELECTRICAL QUOTE, INVOICE CATALOGUE, WEBSITE, BROCHURE, PRICELIST or LETTER. KHANYISA ELECTRICAL reserved the right to add, amend or withdraw/discontinue GOODS at any time without prior notice.

## 4. PRICES

PRICES in catalogues, pricelists, brochures and websites are indicative only. PRICES are only valid if confirmed in writing in the form of an official KHANYISA ELECTRICAL QUOTES, ORDER CONFIRMATION or INVOICE and for the quoted validity period. All prices are subject to changes in exchange rates and statutory charges/costs/duties from confirmation date by KHANYISA ELECTRICAL (as specified above) to KHANYISA ELECTRICAL INVOICE date.

## 5. FORMATION OF SALE

5.1 A SALE takes place on either:

5.1.1 KHANYISA ELECTRICAL accepting a written PURCHASE ORDER from PURCHASER.

5.1.2 KHANYISA ELECTRICAL receiving its written QUOTE back within the specified period, signed by the PURCHASER.

5.1.3 KHANYISA ELECTRICAL raising an invoice for the GOODS.

5.1.4 PURCHASER returning the signed written KHANYISA ELECTRICAL ORDER CONFIRMATION to KHANYISA ELECTRICAL.

5.2 Without derogating from the generality thereof, writing can be in the form of post (paper), facsimile or e-mail, provided it is clear from the content that it is a KHANYISA ELECTRICAL QUOTE or ORDER CONFIRMATION or a PURCHASER PURCHASE ORDER.

5.3 The PARTIES agree that documents in the execution of this CLAUSE can be electronically generated, transmitted and

stored. The PARTIES agree that electronically generated data substantiating successful or failed transmission by facsimile or e-mail shall be acceptable as evidence and can be submitted by either PARTY. For the purposes of this CLAUSE, transmission shall include both sending and/or receiving.

## 6. LOAN GOODS

KHANYISA ELECTRICAL may supply GOODS on loan to the PURCHASER. All loan GOODS shall be INVOICED as if GOODS HAVE BEEN PURCHASED BY purchaser. All loan goods must be returned to KHANYISA ELECTRICAL in terms of the conditions specified on the INVOICE. GOODS not returned, or returned with any damage, are payable in full by PURCHASER, after written notification by KHANYISA ELECTRICAL to PURCHASER of the damage.

## 7. STANDARD PAYMENT TERMS and CONDITIONS

7.1 In the event of KHANYISA ELECTRICAL denying or revoking credit, all payments shall be in advance of DELIVERY.

7.2 PURCHASER shall make full payment free and without any deductions for whatever reason including but not limited to banking charges and settlement discounts. Payment shall be made by either a valid bank cheque made out to KHANYISA ELECTRICAL SUPPLIERS (clearly crossed and marked: Not Negotiable and Not Transferable) or an electronic bank transfer to KHANYISA ELECTRICAL's bank account designated from time to time in writing, currently being: Nedbank, Business Northrand, Branch Number 146905, Account No. 1469069806.

7.3 KHANYISA ELECTRICAL reserves the right to prescribe a payment form and/or method and/or place as well as not to release GOODS for DELIVERY before KHANYISA ELECTRICAL is satisfied with the payment and/or the irrevocability of a payment.

7.4 KHANYISA ELECTRICAL shall be entitled to charge interest on any and all outstanding amounts however arising from the date of the KHANYISA ELECTRICAL INVOICE to the date of full settlement at a rate of 2.5% above the prime rate charged by KHANYISA ELECTRICAL's bankers, currently Nedbank.

7.5 If, for whatever reason, payment is not made on due date, a certificate signed by a member of KHANYISA ELECTRICAL whose office need not be proved shall be prima facie proof, both as to the existence of the debt as well as the amount owing by the PURCHASER, and that such amount is due, owing and payable.

7.6 If PURCHASER fails to pay to KHANYISA ELECTRICAL on the due date any sum payable in terms of the AGREEMENT or any other amounts owing by PURCHASER, or commit a breach of its obligations in terms of this AGREEMENT or commit an act of insolvency, or being an incorporated company or close corporation be placed under provisional or final liquidation or judicial management, or effect a compromise with its credits, or should KHANYISA ELECTRICAL at any time otherwise have cause to be dissatisfied with the PURCHASER's financial position, KHANYISA ELECTRICAL may at its sole discretion, without prejudice to any other rights, either suspend further DELIVERIES and require payment in advance for all or any DELIVERIES, or terminate a SALE or this AGREEMENT forthwith. KHANYISA ELECTRICAL shall also have the right to demand and enforce immediate payment of DELIVERIES already made, notwithstanding any earlier agreement for credit. In the event of KHANYISA ELECTRICAL having to utilize the services of its attorneys for the collection of any monies due to KHANYISA ELECTRICAL by the PURCHASER, or for any other reason arising from a SALE, PURCHASER shall be liable for, and herewith agrees to pay, any and all costs so incurred, including attorney/client costs and charges.

7.7 In the event of any dispute arising between KHANYISA ELECTRICAL and PURCHASER on any aspect of the account or any other dispute or complaint, PURCHASER shall not be entitled to withhold any payments due and shall continue to pay all amounts due by PURCHASER to KHANYISA ELECTRICAL, who shall be entitled to recover and accept these payments. The acceptance of the payments by KHANYISA ELECTRICAL shall be without prejudice to and shall not in any manner whatsoever affect any other rights KHANYISA ELECTRICAL may have against the PURCHASER.

**8. CREDIT TERMS**

KHANYISA ELECTRICAL may in its sole discretion grant, deny, change or revoke credit to PURCHASER without giving any reasons. Additional terms and conditions for such Credit may be specified at the sole discretion of KHANYISA ELECTRICAL. No credit will be applicable if not in WRITING and signed by KHANYISA ELECTRICAL. Once, and for as long as credit has been approved by KHANYISA ELECTRICAL, it shall form part of this AGREEMENT as ANNEXURE A and amended at KHANYISA ELECTRICAL's discretion from time to time and will be of immediate effect. A Deed(s) of Suretyship(s) to KHANYISA ELECTRICAL's satisfaction may be required and added to this AGREEMENT as ANNEXURE B.

**9. DELIVERIES AND COLLECTION**

9.1 Delivery shall include both deliveries and collections by either PARTY from the other PARTY. DELIVERY shall be deemed to have taken place on the recipient's employee or agent signing for receipt of the GOODS on a delivery note/invoice/ waybill or job card.

9.2 KHANYISA ELECTRICAL shall attempt to DELIVER GOODS on or as close to agreed dates as possible but does not guarantee any DELIVERY dates and is not liable in any way whatsoever for any direct or indirect damages suffered by PURCHASER as a result of KHANYISA ELECTRICAL not DELIVERING the GOODS on time.

**10. RISK AND OWNERSHIP**

Ownership of GOODS shall vest in KHANYISA ELECTRICAL until PURCHASER has paid for the GOODS in full, but risk shall pass to the PURCHASER on DELIVERY.

**11. PART DELIVERY and INVOICING**

KHANYISA ELECTRICAL may supply and invoice part of a PURCHASE ORDER and PURCHASER is obliged to pay for such partial supply as invoice.

**12. DELAY OR IMPOSSIBILITY OF PERFORMANCE**

KHANYISA ELECTRICAL shall have the right to suspend the DELIVERY of all or any GOODS to the extent and for as long as such delay is caused by or attributable to acts of God and/or circumstances beyond reasonable control including, but not limited to, war, sanctions, rebellion, strikes, breakdown or machinery, civil commotion or unrest, inadequate supply of trucks or other transport, or labour or

raw material, floods, storms, official and unofficial boycotts or acts of State. KHANYISA ELECTRICAL shall further have the right if any of the foregoing circumstances persist for a period of 90 (ninety) days or longer, and while these circumstances persist, by written notice to PURCHASER, to forthwith cancel a SALE in respect of those GOODS not delivered as at the date of cancellation. KHANYISA ELECTRICAL shall not be liable for any losses or damages suffered by PURCHASER as a result of such suspension or cancellation, but PURCHASER shall remain liable for the PRICE of GOODS DELIVERED by KHANYISA ELECTRICAL up to the date of such suspension or cancellation.

**13. COMPLAINTS and RETURN of GOODS**

13.1 KHANYISA ELECTRICAL reserves the right to refuse to recognize any complaint from PURCHASER in respect of specification, quantity, faulty GOODS or short delivery of GOODS unless such complaint is lodged in writing with KHANYISA ELECTRICAL within 5 (five) working days of DELIVERY of the GOODS to PURCHASER, or such longer periods as may be agreed in writing between PURCHASER and KHANYISA ELECTRICAL for certain specific GOODS.

13.2 PURCHASER must submit the original or copy of a signed KHANYISA INVOICE before any credits will be considered.

**14. JURISDICTION AND COSTS**

14.1 For the purpose of any action arising herefrom PURCHASER hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to the provisions of the Magistrate's Court Act (Act No. 32 of 1944) or any amendment or re-enactment thereof, provided that KHANYISA ELECTRICAL shall be entitled at its entire discretion to institute proceedings in any other court which may otherwise have jurisdiction in respect of such action.

14.2 This AGREEMENT shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection herewith shall be determined in accordance with such laws.

**15. INDULGENCES**

No indulgences granted by KHANYISA ELECTRICAL shall constitute a waiver, notation and/or abandonment of any of KHANYISA ELECTRICAL's right under this AGREEMENT. KHANYISA ELECTRICAL shall not be precluded, as a consequence of having granted such indulgence, from exercising any legal right against PURCHASER.

**16. SEVERABILITY OF CLAUSES**

Each CLAUSE of this AGREEMENT is severable, the one from the other, and if any CLAUSE is found to be defective or unenforceable for any reason by any competent court, the remaining CLAUSES shall be of full force and effect and continue to be of full force and effect.

Thus done and signed at		this		day of		20
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<b>Signature of PURCHASER</b>	
<b>Full name of PURCHASER</b>	

<b>Signature of WITNESS</b>	
<b>Full name of WITNESS</b>	

("the DEBTOR")

(insert full name of Company)

unto and in favour of KHANYISA ELECTRICAL SUPPLIERS ("the CREDITOR") or its successors in title or assigns for:

- (a) the repayment of all or any such sum or sums of money which the DEBTOR may now or from time to time hereafter owe or be indebted to the CREDITOR for any cause whatsoever and/or for
- (b) the due and punctual performance by the DEBTOR of all its obligations which are now due or which may from time to time become due.

Without in any way derogating from the generality of the foregoing, I agree to be bound by the following terms and conditions:

- 1. I renounce the benefits of all the legal exceptions of "division" and "excussion"
- 2. Should the DEBTOR fail and/or refuse to discharge any of its obligations on due date, the CREDITOR shall be entitled to demand from the DEBTOR immediate performance of all the obligations and/or payment of all monies then lawfully due and owing by the DEBTOR to the CREDITOR, which demand I shall comply with within (7) seven days.
- 3. The CREDITOR'S rights hereunder will not be prejudiced by reason of any election on the part of the CREDITOR in regard to alternative remedies available to it against the DEBTOR, it being the intention that the CREDITOR shall, without prejudicing its rights hereunder, have a full and free discretion as to the choice and method of enforcement of its rights against the DEBTOR.
- 4. I undertake to pay all legal costs incurred by the CREDITOR in demanding and enforcing compliance with its obligations in terms hereof on an attorney and client scale.
- 5. I select as domicilium citandi et executandi for all purposes of the suretyship (street address, not postal address):


No change of such address is valid unless the CREDITOR has been notified in writing and a written acknowledgement of receipt of such change has been received from the CREDITOR. I further agree that any notice sent to me by prepaid registered post at such address shall be deemed to have reached me on the third day after dispatch, unless the contrary be proved.

- 6. For the purpose of any action arising herefrom, I hereby consent in terms of Section 45(1) of the Magistrate's Court Act No. 32 of 1944, to the jurisdiction of any Magistrate's Court which at the time of the proceedings in question has jurisdiction over me in terms of Section 28(1) of the said Magistrate's Court Act. Notwithstanding the foregoing, I specifically agree that THE CREDITOR may in his/its discretion disregard the foregoing consent to jurisdiction and institute any such proceedings in any Division of the High Court of South Africa having jurisdiction, providing that the cause of action would, but for the aforesaid consent, be beyond the jurisdiction of the Magistrate's Court.
- 7. A certificate signed by a director of the CREDITOR, whose appointment, qualification and/or authority shall be presumed unless the contrary is proved, as to the amount of my indebtedness hereunder or that of the DEBTOR to the CREDITOR at the date of that Certificate shall be:

Prima facie evidence of the amount of indebtedness in that Certificate;

Binding on me in any proceedings instituted by the CREDITOR in any competent court for the purpose of obtaining provisional sentence or summary judgment against me or any other purpose whatsoever.

- 8. No waiver of any of the terms and conditions of the credit application shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given
- 9. I herewith acknowledge that I am an authorized signatory for and on behalf of my Company.

Thus done and signed at		this		day of		20
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Signature of the CREDITOR	Signature of WITNESS 1	Signature of WITNESS 2
Full Name:	Name:	Name:
Position:		
Cell:		

