



ENGINEERING DESIGNS (PTY)LTD.

PLASTIC MOULDING & ENGINEERING

P.O Box 407 Springs 1560 South Africa

Tel: 011 914 2840 Fax: 011 914 2839

E-mail: accounts@konsa.co.za

Reg No. 68/10051/07

*Credit Application,
Credit Agreement,
Condition of Sales
And
Suretyship*

<i>For Office Use Only</i>	
<i>Limit</i>	
<i>Approved</i>	

Thank you for your enquiry / order. We welcome you as a new customer but regret that we do not have enough information at present to extend our usual credit terms. Our standard credit application form is enclosed and we look forward seeing it completed so that we can process your application. This application makes provision for your signature as well as the signature of a representative of Konsa Engineering Designs (Pty)Ltd.. Kindly note that this entire application will become a binding agreement on the terms and conditions contained in this application with annexure, upon affixing of the last signature.

CREDIT APPLICATION

1. APPLICANT'S CONTACT DETAILS					
Reg. Company Name		(Pty) Ltd		Ltd	
Trade name		CC		Other	
Reg. number		If "Other", specify			
Holding Company					
Business Activities					
Physical address			Telephone numbers		
			1.		
			2.		
			3.		
			4.		
Postal address			Fax number		
			Vat Reg. Number		
			Date established		
			Contact person		
			Capacity		
			E-mail Address		

2. PERSONAL DETAILS OF ALL DIRECTOR / MEMBER / OWNER WHO ACCEPTS LIABILITY FOR CREDIT)					
1					
Full names		Tel. number			
ID number		Fax number			
Home address			Work address		
Nationality		Passport number			
Capacity ("X")	Director		Sole proprietor		
	Member		Other	If "Other" specify:	
Marital status ("X")	Single		Ante-nuptial	In Comm.	
			Spouse ID number		
Spouse name					
% Share Holding					

2					
Full names				Tel. number	
ID number				Fax number	
Home address			Work address		
Nationality				Passport number	
Capacity ("X")	Director			Sole proprietor	If "Other" specify:
	Member			Other	
Marital status ("X")	Single			Ante-nuptial	In Comm.
Spouse name				Spouse ID number	
% Share Holding					

3					
Full names				Tel. number	
ID number				Fax number	
Home address			Work address		
Nationality				Passport number	
Capacity ("X")	Director			Sole proprietor	If "Other" specify:
	Member			Other	
Marital status ("X")	Single			Ante-nuptial	In Comm.
Spouse name				Spouse ID number	
% Share Holding					

Account Contact Person				Order Numbers Used	
3. BUSINESS DETAILS					
Is the premises owned	YES		NO		If NO, Name of Landlord
Postal Address Of Landlord					
List all sureties, cession of debtors, notarial bonds, factoring & judgement					
List all liquidations, sequestrations against the business or it's principles					
What surety can be offered to substantiate the credit limit					
Credit Requested					
Auditors Name				Auditors Tel	

4. APPLICANT'S BANKING DETAILS				
Bank		Branch		Acc. No.
Account Name			Date Opened	

5. APPLICANT'S TRADE REFERENCES				
1. Name		Tel. No.		Acc. No.
2. Name		Tel. No.		Acc. No.
3. Name		Tel. No.		Acc. No.
4. Name		Tel. No.		Acc. No.

6. Konsa Engineering Designs (Pty)Ltd's Terms & Conditions

- All amounts debited to the applicant's account will be due and payable on or before the last day of each calendar month after delivery of the goods. (standard 30 day account)
- Interest will be due and payable by the applicant on all overdue accounts at the rate of South African prime borrowing rate plus 4% per annum, calculated from the due date of payment to the date of receipt by Konsa Engineering Designs (Pty)Ltd.
- The applicant hereby consents to the jurisdiction of the Magistrate's Court in respect of all legal proceedings connected with this application, including but not necessarily limited to any claim which Konsa Engineering Designs (Pty)Ltd may at any time have against the applicant, notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
- The applicant will be liable for all costs and disbursements, including legal costs on an attorney and client scale, incurred by Konsa Engineering Designs (Pty)Ltd. in tracing the applicant and in order to collect all or any amounts payable by the applicant.
- No relaxation or indulgence including the acceptance of late payments by the applicant will be deemed to be a waiver by Konsa Engineering Designs (Pty)Ltd. of any of its rights to enforce strict compliance by the applicant of any of his/her/its obligations in terms hereof nor is such relaxation or indulgence a novation of any of the terms and conditions of this agreement.
- The applicant hereby chooses the "physical address" as specified under "1. Applicant's Contact Details" as his/her/its chosen *domicilium citandi et executandi* for all notices and processes. Any notice of any change of address must be given in writing.
- The applicant acknowledges that the credit facilities may be withdrawn at any time without prior notice and any future purchases after such withdrawal will be on a C.O.D. basis.
- The applicant acknowledges that no representations or warranties other than those provided for herein were made by either party in connection with any matter included herein. Furthermore, no termination, cancellation, limitation or variation of these terms shall be of any force or effect unless it is agreed to in writing and signed by both parties.
- Ownership in and to the product will pass to the purchaser, when and only if the invoiced price has been paid to Konsa Engineering Designs (Pty)Ltd. in full. Risk will pass on delivery.
- In the event of a partial or total loss or damage of the product after delivery, the purchaser will pay to Konsa Engineering Designs (Pty)Ltd. an amount equal to the value of the entire shipment where applicable on Konsa Engineering Designs (Pty)Ltd. official invoice.
- In the event of loss or damage, whether partial or total, of the product following delivery, the quantity lost or damaged will be deemed to have been delivered to the purchaser and Konsa Engineering Designs (Pty)Ltd. will not be obliged to replace or resupply the lost or damaged quantity.
- The purchaser will be liable to pay for the product that has been lost or damaged at the time it would ordinarily be obligated to effect payment in terms of the agreement, and Konsa Engineering Designs (Pty)Ltd. will not be obliged to await the settlement of any insurance claim.
- Delivery promises are made in good faith and are subjected to delays occasioned directly or indirectly by strikes, lock-outs, breakdowns, accidents, fire, floods, drought, delay on railways or other transport contractors of "Force Majeure" by our suppliers or any Act of God. Konsa Engineering Designs (Pty)Ltd. cannot be held responsible for any costs, losses or damage caused by the above circumstances.
- It is an express condition of our acceptance of your order that you will have no claim whatsoever arising out of any late delivery, however occurring or caused, and for damages or consequential loss, or otherwise.
- Prices quoted by our sales staff or advertised in any manner, do not include delivery costs outside the Gauteng area. The costs of deliveries outside the Gauteng area if made by Konsa Engineering Designs (Pty)Ltd. are strictly for the purchasers account.

16. Complaints of shortages, non-delivery or defective materials must be made within (14) fourteen calendar days of delivery or will otherwise not be recognised. Where we agree to the return of any goods, it is an express condition of our acceptance that such goods will be in good condition, and in their original packaging. A handling fee of 20% of the original invoiced value may be levied for each item returned dependent upon circumstances. Konsa Engineering Designs (Pty)Ltd. reserves the right to refuse to accept returned goods, if foul play is suspected or for reasons dependant on circumstance.
17. The purchaser by acceptance of these Conditions of Sale automatically Indemnifies Konsa Engineering Designs (Pty)Ltd. or any person representing Konsa Engineering Designs (Pty)Ltd. against all claims for damages, penalties, costs, expenses, injuries and against all claims whatsoever description, to which Konsa Engineering Designs (Pty)Ltd. or any person representing Konsa Engineering Designs (Pty)Ltd. may become liable. It also indemnifies Konsa Engineering Designs (Pty)Ltd. or any person representing Konsa Engineering Designs (Pty)Ltd. against any claim which may be made in the event that the execution and/or the delivery of the order, in accordance with the purchaser's specification constitutes or infringement of any patent or Registered Design, or an infringement of any right of any kind.
18. Konsa Engineering Designs (Pty)Ltd. can not be held responsible for any loss, damage, expenses or injuries which may be caused as a result of failed, faulty, misused or damaged products.
19. The agreement will be interpreted and implemented in all respects in accordance with the laws of the Republic of South Africa, without reference to its provisions.
20. The Director / Member / Owner as specified in point 2 hereby specifically acknowledges the following:
 - 20.1 I, the undersigned, hereby declare that all the information furnished by myself in this application is true and correct.
 - 20.2 I hereby agree to all of the abovementioned standard terms and conditions on behalf of the applicant.
 - 20.3 I confirm and warrant that I am duly authorised to sign this application and to agree to the abovementioned terms and conditions.
 - 20.4 SURETYSHIP:**
 - 20.4.1 I furthermore hereby bind myself as surety for and co-principal debtor in solidum with the applicant for the performance on demand of all obligations of whatsoever nature and howsoever arising (whether in contract or delict or any other cause whatsoever) which the applicant may have in the past owed or may presently or in the future owe to Konsa Engineering Designs (Pty)Ltd..
 - 20.4.2 I renounce the benefits of excussion, division and *cedendarum actionem*, the nature and extent of which I acknowledge myself to be aware of.
 - 20.4.3 No extension of time or indulgence that may be granted to the applicant at any time, nor any release of any other security or suretyship shall in any way affect my liability hereunder.
 - 20.4.4 I consent to the jurisdiction of the Magistrate's Court for purposes of this deed of suretyship, provided that Konsa Engineering Designs (Pty)Ltd. shall be entitled to institute action in any other court, entirely within its discretion.
 - 20.4.5 I agree to make payment of any legal costs that may be awarded against me on an attorney and client scale, including tracing fees.
 - 20.4.6 I choose as my *domicilium citandi et executandi* for all purposes arising out of this suretyship, the address set out below home address under "2. Personal details". Any notice of any change of address must be given in writing.
 - 20.4.7 I warrant and represent that I have received and will continue to receive adequate value for the granting of this suretyship.
 - 20.4.8 I agree that no termination, cancellation, limitation or variation of my obligations in terms of this suretyship shall be of any force or effect unless it is agreed to in writing and signed by both parties.

Dated at		on this		day of		20
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Witness 1:		On behalf of applicant and as surety:	
Witness 2:		Full name of signatory above:	

Dated at		on this		day of		20
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Witness 1:		On behalf of Konsa Engineering Designs (Pty)Ltd:	
Witness 2:			