

ALBERTON HARDWARE (PTY) LTD.

Reg. No. 89/01959/07
33 Van Riebeeck Avenue
Alberton North
Tel: (011) 907-2626/30
Website: www.albertonhardware.co.za
Fax: (011) 907-8743

VAT Reg. No. 4370108831
P.O. Box 136023
Alberton North

E-Mail: sales@albertonhardware.co.za
E-Mail: accounts@albertonhardware.co.za



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

PRIVATE & CONFIDENTIAL

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Dear Customer

We thank you for your interest in becoming an ALBERTON HARDWARE account holder. Herewith please find our application for credit facilities incorporating our standard terms and conditions of sale and suretyship acceptance.

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

1. Please complete the form in full as all the information requested is critical to processing your application promptly.
2. Kindly initial all pages as indicated (bottom right corner) and sign in full on behalf of "The Applicant" on the last page.
3. The form should only be signed by an authorised representative of your company.

Applications for credit facilities can only be considered upon receipt of a completed and signed application. Note that your application may take five working days to process and that upon completion you will be advised as to the status thereof.

Please also note that you will be contacted by our credit management company (Debtsource) to confirm your company details. This is done in order to minimise credit risk and eliminate the possibility of fraud. Completed applications together with supporting documents (if applicable) should be forwarded to our offices as follows:

ALBERTON HARDWARE (PTY) LTD.
 Tel: 011 907 2626
 E-mail: yolandi@albertonhardware.co.za

We further require that the original application form be forwarded to the following address or arrangements can be made for it to be collected:

ALBERTON HARDWARE (PTY) LTD.
 33 Van Riebeeck Avenue
 Alberton North
 Att: Yolandi Henstock

We thank you for your interest and look forward to a long and mutually beneficial business relationship.

Yours faithfully

Accounts Receivable

For Office Use Only:					
Account Number:		Terms:		Credit Limit Granted:	
Bank Report Applied Date:		Amount:		Code:	
Trade Discount:		Letter of Acceptance Sent:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Account Opened:	
Approved By:		Date:		Entered By:	

Please initial here _____

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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 **ALBERTON HARDWARE (PTY) LIMITED**, registration number **1989/01959/07** (hereinafter referred to as "**ALBERTON HARDWARE**").
 In support of this application, the following information is furnished:

Legal entity type (please tick) <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> Close Corporation <input type="checkbox"/> Private Co <input type="checkbox"/> Public Co <input type="checkbox"/> Trust	
Registered Name of Applicant:	
Trading Name:	
Registration / CK Number:	*Please provide copies as proof
VAT Number:	*Please provide copies as proof
Date Business Commenced:	
Type of Business Activities:	<input type="checkbox"/> Home <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Contractor <input type="checkbox"/> Other:
Physical Address of applicant in terms of Section B, clause 4 of the Terms and Conditions of Sale	
	Code:
Postal Address:	
	Code:
Delivery Address:	
	Code:
Tel Number: ()	Fax Number: ()
Email Address:	Website:

Contact Information:			
Authorised Purchaser:	Name:	Tel:	E-Mail:
Authorised Purchaser:	Name:	Tel:	E-Mail:
Financial Manager:	Name:	Tel:	E-Mail:
Accounts Department:	Name:	Tel:	E-Mail:

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Purchasing Information:		
Do you use Order Numbers: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes Please Specify Example of Order Number Range		
Is there a designated person allowed to do order collections? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please specify names:		
Name:	ID Number:	Signature:
Name:	ID Number:	Signature:
If Other, please specify:		

Banking Details	
Bank Name:	
Branch Location:	Branch Code
Account No.:	
Account Name.:	
Type of Account:	
Date Account opened:	

Preferred Method of Payment:	
<input type="checkbox"/> Internet Transfer	
<input type="checkbox"/> Other _____	
Please note that cheques are not accepted for account payments	

Details about Members / Directors / Partners				(Please include certified copies of ID for all)
	Name	ID Number	Residential Address	% Share
1				
2				
3				
4				
5				

Details about Property			
Property Occupied:	<input type="checkbox"/> Owned <input type="checkbox"/> Leased	Date of Occupation:	
If leased, complete following:	Landlord Name:	Tel:	Cell:

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Financial Section

Auditors / Accounting Information

Company Name:

Contact Person:

Tel:

List all sureties, cession of debtors, notarial bonds, judgements.

List liquidations against the business or any of its principals

Can surety be offered to substantiate credit limit:

Yes

No

Have moratoriums or offers or compromise ever been made to any creditors:

Yes

No

Trade References:

	Name	Tel Number	Credit Limit
1			
2			
3			
4			
5			

Credit Limit:

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

Credit Limit Required: R

Estimated Montly Purchases: R

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:

Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million?

YES

NO

Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million?

YES

NO

Operational Details

Please indicate should you wish to receive our specials and be added to our mailing list.

Yes

No

Please initial here _____

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SECTION B - Terms and Conditions of Sale

The Applicant Or Its Duly Authorised Agent Does Hereby Apply For Credit Facilities With Alberton Hardware And In Consideration Thereof The Applicant Does Hereby Accept The Following Terms And Conditions:

1. Credit terms

- 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice 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 ALBERTON HARDWARE. Settlement is affected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to ALBERTON HARDWARE free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by ALBERTON HARDWARE is entirely at the discretion of ALBERTON HARDWARE and may be withdrawn at any time.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from ALBERTON HARDWARE, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and ALBERTON HARDWARE shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

2. Change of address

THE APPLICANT undertakes to notify ALBERTON HARDWARE in writing within 7 (seven) days of any change of address.

3. Change of ownership

THE APPLICANT undertakes to notify ALBERTON HARDWARE, 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 ALBERTON HARDWARE.

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. Consent to sharing information and retention periods

- 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that ALBERTON HARDWARE has consent to:-
 - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
 - 5.1.2 ALBERTON HARDWARE may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to ALBERTON HARDWARE, ALBERTON HARDWARE may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
- 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
- 5.3 ALBERTON HARDWARE is required to collect, process and share THE APPLICANT'S personal information. THE APPLICANT'S personal information is collected and processed by ALBERTON HARDWARE'S staff, representatives and sub-contractors and ALBERTON HARDWARE makes every effort to protect and secure THE APPLICANT'S personal information. THE APPLICANT is entitled at any time to request access to the information ALBERTON HARDWARE has collected, processed and shared.

6. Pricing increments

Prices quoted by ALBERTON HARDWARE are determined from time to time and are subject to increases, at the discretion of ALBERTON HARDWARE. ALBERTON HARDWARE shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.

7. Valid orders

In the event of any order being given to ALBERTON HARDWARE 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.

8. Delivery

- 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on ALBERTON HARDWARE'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
- 8.2 Any delivery date stated on any order confirmation is approximate only. ALBERTON HARDWARE shall not be bound by that date but will make all reasonable efforts to deliver by that date.
- 8.3 Whilst ALBERTON HARDWARE 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.
- 8.4 The risk in and to the goods shall pass from ALBERTON HARDWARE 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 ALBERTON HARDWARE'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 ALBERTON HARDWARE. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9. Warranties

- 9.1 New goods are guaranteed according to either ALBERTON HARDWARE'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of ALBERTON HARDWARE not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by ALBERTON HARDWARE be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact ALBERTON HARDWARE within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to ALBERTON HARDWARE, where applicable.

Please initial here _____

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SECTION B - Terms and Conditions of Sale Continued

- 9.3 Liability under clause 9.2 is restricted to the cost of 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 ALBERTON HARDWARE.
- 9.4 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 ALBERTON HARDWARE are not covered in any warranties.
- 9.5 Should ALBERTON HARDWARE find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
10. **Copyright**
THE APPLICANT acknowledges ALBERTON HARDWARE'S intellectual property rights in the goods and shall not infringe such intellectual property rights.
11. **Payment to ALBERTON HARDWARE**
ALBERTON HARDWARE does not appoint the Post Office as its agents for payments by post. All payments shall be made to ALBERTON HARDWARE'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 ALBERTON HARDWARE for payment. Should ALBERTON HARDWARE at any time advise THE APPLICANT of any change to ALBERTON HARDWARE'S banking account details THE APPLICANT shall confirm such change with a Manager of ALBERTON HARDWARE before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging ALBERTON HARDWARE to afford THE APPLICANT any such indulgence to effect payment after due date.
12. **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 ALBERTON HARDWARE. ALBERTON HARDWARE 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 ALBERTON HARDWARE. THE APPLICANT hereby waives any right it may have for a spoliation order against ALBERTON HARDWARE in the event that ALBERTON HARDWARE takes possession of any goods.
13. **Responsibility for losses, damages or delays**
13.1 ALBERTON HARDWARE will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; 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 organisation 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 ALBERTON HARDWARE.
13.2 ALBERTON HARDWARE provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.
14. **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.
15. **Interest on overdue accounts**
ALBERTON HARDWARE 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 ALBERTON HARDWARE affording THE APPLICANT any indulgence to make payment after due date.
16. **Proof of Claims**
A certificate signed by a manager or any director of ALBERTON HARDWARE - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to ALBERTON HARDWARE, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with ALBERTON HARDWARE, 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.
17. **Consent to jurisdiction**
Notwithstanding the amount which may at any time be owing by THE APPLICANT to ALBERTON HARDWARE, 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 ALBERTON HARDWARE against THE APPLICANT arising out of any transaction between the parties, it being recorded that ALBERTON HARDWARE shall be entitled, but not obliged, to bring any action or proceeding in the said court.
18. **Recovery of legal /collection costs**
Should ALBERTON HARDWARE 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 ALBERTON HARDWARE'S rights, ALBERTON HARDWARE 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.
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 ALBERTON HARDWARE shall not in any way operate as or be deemed to be a waiver by ALBERTON HARDWARE of any rights under this contract, or be construed as a novation thereof.
20. **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.
21. **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 _____

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ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____ ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of ALBERTON HARDWARE for the due performance of any obligation of THE APPLICANT and for the payment to ALBERTON HARDWARE by THE APPLICANT of any amounts which may now or at any time be or become owing to ALBERTON HARDWARE by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the 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 ALBERTON HARDWARE and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to ALBERTON HARDWARE have been paid in full. If THE APPLICANT is placed under business rescue, this will constitute a default in terms of this agreement, which justifies ALBERTON HARDWARE enforcing the suretyship for the full outstanding balance, notwithstanding that the creditors in any Business Rescue proceedings may agree to a reduced settlement of the overall debt. 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 ALBERTON HARDWARE to first proceed against THE APPLICANT for payment of any debt owing to ALBERTON HARDWARE before proceeding against the surety;
- Cession of Action – the right to require ALBERTON HARDWARE 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 of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

As Witness (2):

Name: _____

Name: _____

Id Number: _____

Id Number: _____

Signature: _____

Signature: _____

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: _____

As Witness (1):

As Witness (2):

Name: _____

Name: _____

Id Number: _____

Id Number: _____

Signature: _____

Signature: _____

PLEASE NOTE THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS APPLICATION:

- * Copy of Company CK Registration.
- * Copy of VAT Registration.
- * Copy of all members ID Documents.
- * Cancelled Cheque to verify Banking Account or Certified letter from bank.