

Acc #:

Date:



P O BOX 1216  
MULDERSDRIFT  
1747

PLOT 108  
HEKPOORT ROAD (R563)  
OAKTREE  
KRUGERSDORP  
1739

Tel: +27 (0)11 662 1428  
Fax: +27 (0)86 633 9975  
Email: admin@plantimex.co.za  
Website: www.plantimex.co.za

**COMPANY CUSTOMER RECORD AND CREDIT APPLICATION FORM**  
**(COD / 7 Day Account)**

**(COMPLETE IN BLOCK LETTERS)**

**Between**

**PLANTIMEX (PTY) LTD 1998/015877/07**

(Hereinafter referred to the "Creditor" or "Supplier")

**and**

**Name of Company / Close Corporation / Partnership / Sole Proprietor**

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**Trading as**

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(Hereinafter referred to the "Applicant", "Customer", "Debtor", "Purchaser" or "I/Me/Us/We")

**Return to E-mail:**

nicolette@plantimex.co.za

**Post original to:**

PO Box 1216; Muldersdrift; 1747

**OR**

**Deliver original to:**

108 Hekpoort Road (R563); Oaktree; 1739

**OR where feasible:**

Call 011 662 1428 for collection

**APPLICANT INFORMATION (COMPLETE IN BLOCK LETTERS)**

Company Information			
Full registered name of business:			
Trading name(s) of business:			
Legal form of business:	Public Company <input type="checkbox"/>	Sole Prop <input type="checkbox"/>	
	Private Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	
	Close Corporation <input type="checkbox"/>	Other: _____	
Business registration no: <b>(attach copy of registration certificate)</b>			
VAT registration no: <b>(attach copy of VAT certificate)</b>			
Date of registration / incorporation:			
Nature of business:			
Registered address of business:			
City:	Province:	Postal Code:	
Postal address of business:			
City:	Province:	Postal Code:	
Physical delivery address: <span style="float: right;"><i>(for multiple please attach list)</i></span>			
City:	Province:	Postal Code:	
Telephone no (land line):		Telephone no (mobile):	
Fax number:		E-mail:	
Name of Holding Company:			
Premises:	Owned <input type="checkbox"/>	Rented <input type="checkbox"/>	
Name of Landlord:	_____		
Address of Landlord:	_____		
Telephone no of Landlord:	_____		
Banking Details			
Account name:			
Account no:		Branch name:	
Bank:		Branch no:	
Auditors			
Name:			
Contact person:			
Address:			
Telephone no:			
Personal details of Owner(s), Director(s), Partners, Member(s), etc. <b>(Attach copies of ID's/passports)</b>			
Full name:		Telephone no:	
Capacity:		Mobile no:	
ID no:	<b>(Attach copies of ID/passport)</b>		
Residential address:			
Full name:		Telephone no:	
Capacity:		Mobile no:	
ID no:	<b>(Attach copies of ID/passport)</b>		
Residential address:			
Full name:		Telephone no:	
Capacity:		Mobile no:	
ID no:	<b>(Attach copies of ID/passport)</b>		
Residential address:			
Full name:		Telephone no:	
Capacity:		Mobile no:	
ID no:	<b>(Attach copies of ID/passport)</b>		
Residential address:			

Authorised contact persons					
Orders	Name:		Designation:		
	Telephone no:		E-mail:		
Accounts	Name:		Designation:		
	Telephone no:		E-mail:		
Financial Manager	Name:		Designation:		
	Telephone no:		E-mail:		
Other	Name:		Designation:		
	Telephone no:		E-mail:		
Credit / Trade References (all 3 to be completed)					
Name	Telephone no	Address	Year acc opened	Credit limit	Credit terms
1.				R	
2.				R	
3.				R	
Account Type / Credit Requested					
Anticipated monthly purchases:	R				
Credit facility required:	R <i>(note: not applicable for COD accounts)</i>				
Account Type:	COD: Same day EFT <input type="checkbox"/>		7 days from invoice* <input type="checkbox"/>		
	* Refer to Surety				

**THE TERMS AND CONDITIONS OF SUPPLY IN TERMS OF THIS CREDIT AGREEMENT / ACCOUNT APPLICATION ARE AGREED TO AND UNDERSTOOD AS FOLLOWS:**

1. The signatory to this application hereby warrants that:
  - 1.1. he/she is authorised by the Company / CC / Partnership to make this application for credit facility and further acknowledges that in the event that he/she has exceeded such authority he/she will personally be liable for any debt incurred as a result of this application;
  - 1.2. that the information provided in this application is true and correct and that he/she has not omitted any material information that could have an impact on the Creditor's decision to extend credit to the Company or Close Corporation.
2. I/we acknowledge that the decision by the Creditor to grant or refuse credit is within the Creditor's sole discretion and that I/we will have no claim against the Creditor if credit facilities are not granted timeously or are withdrawn.
3. I/we agree that I/we will not at any time exceed the limits of any credit facilities granted; and further acknowledge that any credit facilities may be reduced and/or withdrawn at any time without prior notice. In the event of credit limits being reduced or the credit facilities being withdrawn, I/we will immediately make payments of all amounts either owing, in the case of credit limits being withdrawn, or the amount by which the then present indebtedness exceeds the reduced limit, in the case of the credit facilities being reduced.
4. I/we will not be entitled to withhold any payments of monies due to the Creditor, or set off from such monies any monies that may be claimed or be due to me/us.
5. I/we hereby consent to the Creditor conducting an enquiry with any Credit Bureau to ascertain my/our credit worthiness, both at the time of this application and at any time during which credit facilities have been extended, or if any amounts due to the Creditor have not been paid in full.
6. I/we consent further to the Creditor providing any Credit Bureau with such information as the Bureau may reasonably request or require on the application itself or the conduct of the account.
7. I/we agree that the Creditor may hold any process by computer or otherwise any information obtained by me (individual) or us (business entity) as a result of this application and/or agreement. The Creditor may conduct a credit enquiry about me/us with a credit information bureau, persons acting as their agents and/or other credit grantors. The Creditor may transmit details of how I/we have performed in meeting my/our obligations in terms of this application/agreement concluded between the Creditor and myself/us and share such information with other credit grantors for purposes of making any credit risk management related decisions.
8. I/we acknowledge that ownership in any goods supplied in terms of this credit agreement remain the property of the Creditor until such time as they have been paid in full.
9. I/we acknowledge that the Creditor makes no representations at all regarding the products supplied, or to be supplied, or their condition, or their suitability for the purpose for which I/we require them.

10. I/we acknowledge that the Creditor may charge interest on any overdue amounts at 2 percentage points above the prime overdraft rate granted by Nedbank Limited to its clients.
11. I/we acknowledge that any entries made in the accounts maintained by the Creditor in respect of these credit facilities are *prima facie* evidence of the matters to which they relate.
12. Any certificate issued by a manager of the Creditor shall, in the absence of manifest error be *prima facie* evidence of amounts owing by me/us in terms of these credit facilities.
13. In the event that I/we default of payments of monies due to the Creditor, and the Creditor hands my/our account over for collection:
  - 13.1. I/we consent to the jurisdiction of the Magistrate's court in terms of Section 28 of the Magistrate's Court Act, even if the claim exceeds the jurisdiction of such court;
  - 13.2. The Creditor is entitled, but not obliged, to institute legal proceedings in a Magistrate's Court and if, in its sole discretion, it elects to institute proceedings in the High Court of South Africa, I/we acknowledge that I/we will be liable for the Creditor's costs incurred in that event on the High Court tariff;
  - 13.3. I/we will be liable for all costs (either in the Magistrate's Court or in the High Court, if the Creditor elects to institute proceedings in the High Court) on the scale as between attorney and client, including collection commission.
14. I/we acknowledge that if there are any material changes in our shareholding or our structure, I/we will immediately and in writing advise the Creditor thereof. In the absence of such written notification the present shareholders and directors will be personally liable for any amounts which may become due to the Creditor in terms of any credit facilities that continue to be extended to the company.
15. I/we acknowledge that no request by the Creditor for a change or alternation of its banking details will be acted upon until such time as I/we have verified independently that the notification of change of banking details is correct and not fraudulent.
16. I/we will be liable, and will not be entitled to claim the benefit of any payment made erroneously, in response to a fraud committed on the Creditor, or if payment is made electronically, it is intercepted and is not received as clear funds by the Creditor.
17. If any of these terms is found by a competent court to be invalid or unenforceable for any reason, I/we consent to that clause or portion being severed from this contract, with the remaining terms being of full force and effect.
18. I/we agree that the terms of payment shall be strictly as outlined in the letter confirming the approval of the account.
19. I/we agree that should the Creditor have to engage the services of any attorney to collect any amount/s due by me/us, then the I/we shall be liable to pay all the Creditor's costs of such legal action including costs on the scale as between attorney and own client and collection commission at the then prevailing tariff rate.
20. I/we nominate the abovementioned street address as my/our *domicilium citandi et executandi* for service of all notices and service of all legal process in connection with any claim due to the Creditor arising out of credit granted to the me/us.
21. I/we agree that should the Creditor at any stage have to place me/us in *mora* for amounts outstanding and overdue, then the whole account will become immediately due and payable on demand.
22. I/we agree that should I/we fail to meet my/our obligations as defined in this application/agreement the Creditor may record my/our non-performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.
23. I/we agree that the Creditor will not be liable for Acts of God or storm damage to goods supplied to me/us.
24. I/we acknowledge that the Creditor shall not be liable for goods lost or damaged as a result of products becoming damaged after delivery / collection.
25. I/we agree that the credit limits granted by the Creditor, may not be exceeded without prior written consent. The Creditor reserves the right to change the credit limit at any time. Any amount over the approved limit will be supplied on a strictly COD basis.
26. I/we acknowledge that the Creditor reserves the right to withdraw credit facilities granted to me/us at any given time if:
  - 26.1. The account is not conducted in a satisfactory manner;
  - 26.2. The account is inactive for three (3) months.
27. Credit requests:
  - 27.1. I/we acknowledge that any claims for short delivery will only be considered if addressed at point of delivery/collection in writing and signed by both parties.
  - 27.2. I/we acknowledge that any goods delivered to me/us by the Creditor in error shall only be considered for credit by the Creditor if they are returned undamaged by me/us within 24 hours after delivery.
  - 27.3. I/we acknowledge that any other claims with regards to prices / the products delivered should be communicated by me/us in writing to the Creditor within 24 hours after date of supply of the goods in question.
  - 27.4. In the event of me/us failing to make such claim within these timeframes, I/we will have no further right to do so against the Creditor.

These terms and conditions may not be varied or altered unless such verification or alteration is reduced to writing and signed by all parties hereto.

**This application will not be considered for approval if:**

- the form is not completed completely;
- all pages are not initialled;
- all pages are not returned;
- all required documents are not attached.

**Please ensure the following is attached** (please indicate (✓) the documents which are attached):

- Copy of company/close corporation certificate
- Copy of VAT certificate
- Copy ID of all owners, directors, partners, members, etc.

**NOTE: Account will be processed based on a copy of the application received, if original application is not received within 7 days, the account will be blocked until such time that the original application is received.**

I/we confirmed that I/we have read and understand the terms and conditions.

I/we verify that all the information contained in this document is correct and true, and that I/we are authorised to apply for these credit facilities.

Thus done and signed at ..... on the ..... day of ..... 20.....

**On behalf of the customer:**

**Witnesses:**

Full names: .....

Witness full names: .....

Signature: .....

Witness signature: .....

Capacity: .....

Full names: .....

Witness full names: .....

Signature: .....

Witness signature: .....

Capacity: .....

Full names: .....

Witness full names: .....

Signature: .....

Witness signature: .....

Capacity: .....

# **DEED OF SURETYSHIP**

**Made and entered into by and between:**

**PLANTIMEX (PTY) LTD  
(1998/015877/07)**

(Herein referred to as the "Creditor")

**AND**

\_\_\_\_\_ (Print full name)  
(Herein referred to as the "Surety")

**WHEREAS the Creditor entered into a credit agreement of sale/supply/purchase with:**

\_\_\_\_\_ (Print Name)  
(Herein referred to as the "Debtor")

**AND WEREAS THE CREDITOR REQUIRES A SURETYSHIP FOR ANY DEBT ARISING FROM THE SALE/SUPPLY/PURCHASE CREDIT AGREEMENT BETWEEN THE DEBTOR AND THE CREDITOR:**

**NOW THEREFORE IT IS AGREED AS FOLLOW:**

- 1.1 I \_\_\_\_\_ (Full Name) ID Number \_\_\_\_\_ the undersigned, do hereby bind myself to Plantimex (Pty) Ltd and its successors – in – title ("The Creditor") as surety for and co-principal debtor with the Debtor and its successors in title for the due and punctual performance and payment by the Debtor of all debts and the obligations of whatsoever nature and howsoever arising which the Debtor in its own name or trade name may now or in the future owe to the creditor, whether such indebtedness occurs during my lifetime or after my death, including the payment of any damages suffered by the Creditor as a result of the failure of the Debtor to fulfil its obligations timeously or at all to the Creditor and further including any claims for loss or damages suffered by the Creditor as a result of the failure of the Debtor to fulfil its obligations timeously or at all to the Creditor and further including any claims for loss or damages arising from the cancellation or abandonment of any contracts by the trustee, liquidator, judicial manager or receiver in a scheme of arrangement or compromise of the Debtor.
- 1.2 My Liability as Surety in terms of this surety ship shall be unlimited.
- 1.3 The rights of the Creditor under this suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees securities or indemnities in connection with the Debtor's obligations. My liability shall be bound by all admissions or acknowledgements or indebtedness made or given by the Debtor to the Creditor from time to time. I agree and declare that it shall always be in the Creditors sole and absolute discretion to determine the extent, nature and duration of the facilities and terms to be allowed to the Debtor.
- 1.4 The Creditor shall be entitled, whether before or after the due date for payment or performance of the Debtor's obligations without reference or notification to me, the Surety, without affecting its rights hereunder and without releasing me hereunder, to release other sureties and securities: to grant the Debtor extensions of time for payment and other indulgencies, to compound or to make any other arrangement with the Debtor for the discharge of the Debtor obligations: to accept any dividend in a liquidation or judicial arrangement on account and in reduction of the Debtor's obligations: to alter or vary any present or future agreement between the Debtor and the Creditor.
- 1.5 The suretyship agreement is a continuing suretyship and shall remain in full force and effect notwithstanding the fluctuation in or temporary extinction of the Debtor's indebtedness to the Creditor. This suretyship agreement may only be withdrawn revoked or cancelled in writing by the Creditor.
- 1.6 As Collateral security for my obligations on terms hereof, do I hereby cede, assign and make over to the Creditor all claims of whatsoever nature that I now have or in the future may have against the Debtor and the Surety undertakes not to make any claim against the Debtor or prove or seek to prove a claim against the Debtor or its insolvent estate until all the Debtors' obligation to the Creditor have been discharged in full.

- 1.7 I hereby expressly renounce the defence of prescription and the benefits of the legal exceptions or "order" "excussion", division, cession of action, no value received and all or any exceptions which could or might be pleaded to any claim by the Debtor against me and hereby declare myself fully acquainted with the meaning and effect of all above mentioned exceptions.
- 1.8 I shall be responsible for all charges and expenses of whatsoever nature incurred by the Creditor in securing the implementation of the Debtor's obligations or of the rights of the Creditor in terms hereof, including without limitation by virtue of the foregoing, all legal costs incurred on the attorney and own client scale and collection commission. I further bind myself as Surety for and co-principal debtor with the Debtor to any party to whom the Creditor may cede and or assign any and or all of its rights in the respect of the Debtors obligations or any part thereof and declares that the terms and condition set out herein shall in such events apply. I hereby agree that this suretyship shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa.
- 1.9 I hereby consent to the jurisdiction of the Magistrates Court which consent does not exclude any other court which might have jurisdiction as a matter of course.
- 1.10 The amount due and payable to the Creditor by me will be determined by a certificate of balance issued by any manager of the Creditor whose appointment it shall not be necessary to prove. The amount reflected in the certificate of balance shall be prima facie proof of the amount due to the Creditor and would be sufficient to obtain judgement against me in any court of law.
- 1.11 Any indulgence, which the Creditor may grant to the Debtor, shall in no way whatsoever prejudice any of the Creditor's rights nor shall it be construed as a waiver or novation by the Creditor of its rights.
- 1.12 I hereby consent in terms of section 45 of Act 32 of 1944 (as amended) to the Creditor taking any legal proceedings for enforcing any of its rights under this suretyship in the Magistrate's Court of any district having jurisdiction by virtue of section 28(1) of the aforesaid Act.
- 1.13 In the event of the Creditor having to enforce its rights against me in terms hereof, I agree to pay all attorney and own client costs including collection commission thereby incurred.
- 1.14 I hereby choose *Domicillium citandi et executandi*

Street Address

(Print)" \_\_\_\_\_"

**The applicant and I warrant that the information submitted above is true and correct in all respects and that the further terms and conditions of sale with the Creditor are those reflected hereof which further terms and conditions the applicant and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_  
 IN THE PRESENCE OF THE WITNESS BELOW:

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 SIGNED AS SURETY NUMBER 1

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 SIGNED AS SURETY NUMBER 2

**AS WITNESS:**

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 SIGNED

FOR OFFICE USE ONLY			
<b>Trade reference feedback:</b>			
1.			
2.			
3.			
<b>Other Comments:</b>			
<b>Account approval:</b>			
Account no:		Price list:	
Credit limit granted:		Terms allocated:	
Sales representative:		Debtor clerk:	
Checked by:		Authorised by:	
Pastel processed by:		Date:	
MOL processed by:		Date:	