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T : +27 (0) 11-334-7030 C : +27 (0) 82-600-0663 F:+27(0)86-516-4307 C:+27(0)82-600-6500



## **APPLICATION FOR CREDIT**

PLEASE NOTE - OUR EMAIL AND WEBSITE HAVE CHANGED

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F STATEMENT, UNLESS OTHERWISE MOTORS C.C. TOP MANAGEMENT being duly authorised here to do hereby warrant that EPT AND AGREE TO THE CONDITIONS AS SET I ACKNOWLEDGE HAVING READ AND

DESIGNATION; \_\_\_\_\_

DATE: \_\_\_\_\_

Initial

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# CONDITIONS

- 1. The applicant acknowledges in respect of all sales concluded by it with the supplier WINGATE MOTORS C.C. not withstanding delivery, that ownership shall not pass until the full purchase price has been paid. This term shall be deemed to apply to every sale concluded between the applicant and irrespective of any other conditions.
- 2. If any amount is not paid within the terms arranged, the Applicant shall be liable for interest at the rate of 2.0% per month on the overdue amount from due date of payment calculated and payable monthly in advance and if the said interest shall not be paid it shall be added to the principal sum and the whole shall form the principal debt which shall bear interest as afore said.
- 3. The Applicant consents to the jurisdiction of the Magistrate's Court for the determination of any claim which the Supplier may at any time have against it arising out of the supply of goods, even though the amount of the claim may be beyond the jurisdiction of the Magistrate's Court. Notwithstanding the aforegoing, the Supplier shall be entitled in its discretion to take any such legal proceedings in any other Court of competent jurisdiction.
- 4. The Applicant nominates its address as reflected on the face hereof as it's domicilium citandi et executandi for service on it of all notices and processes in connection with any claim for any sum due to the Supplier arising out of credit granted to it by the Supplier. The applicant also undertakes to notify the supplier of any change relating to this clause.
- 5. Credit facilities may be withdrawn by the Supplier at any time without prior notice and the extent and nature of such facilities shall at all times be in the Supplier's sole discretion.
- 6. A certificate by a Director of the Supplier showing the amount due and owing by the Applicant to the Supplier at any given time shall be sufficient prina facia proof of the facts there in stated for the purposes of all legal proceedings against the Applicant for the recovery of the said amount.
- 7. The Applicant shall be precluded from raising any complaints or disputing any liability to the Supplier in any way unless it shall have notified the Supplier of its complaints or grounds of dispute in writing within 5 (five) working days from the date of the relevant invoice.
- 8. If in the exercise of its discretion, the Supplier shall agree to accept the return of any goods for credit, the Applicant shall automatically and without the necessity for any further agreement, be liable to pay the Supplier a handling charge of 15 (fifteen) percent on the invoice price of the goods so returned.
- 9. In the event of the Supplier engaging the services of an Attorney, to collect from the Applicant any amount which has fallen due by it to the Supplier, then an addition to any other legal charges for which the Applicant shall pay collection commission at the tariff rate that the Supplier's attorney is obliged to charge the Supplier.
- 10. The applicant also agrees to the terms and conditions of the Supplier. This will be forwarded to the applicant on his written request.
- 11. All printed or electronically transmitted intellectual property and technical data is Copyright to Wingate. All catalogues handed to the applicants always remain the property of the Supplier and the contents are Copyright owned by the Supplier.

Signature	Designation	_Date
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Kind regards Saul Sostak Managing Director

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### PLEASE COMPLETE WHERE **APPLICABLE**

#### 1. IF DELIVERY OF GOODS ARE VIA COURIER/RAIL PLEASE COMPLETE

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NAME OF COURIER SERVICE USED: \_\_\_\_\_ ACCOUNTING NO WITH COURIER SERICES: CONTACT NAME: TEL NO. OF COURIER SERVICES: \_\_\_\_\_ 2. IF GOODS ARE TO BE DELIVERED TO A COMPANY IN JHB PLEASE COMPLETE COMPANY NAME: PHYSICAL ADDRESS: CONTACT PERSON: TEL NO. CODE (011) DEED OF SURETYSHIP (MUST BE COMPLETED ON ALL APPLICATIONS

I/WE THE UNDERSIGNED,

FULL NAME: 1.	ID NO.	
2.	ID NO	

HEREBY bind myself/ourselves unto and in favour of its branch(es) and subsidiaries (hereinafter called "the Creditor") as Surety and Co-Principal/Debtor(s) in solidum with (hereinafter called ("the Debtor") for the due and punctual payments of all monies owing and due and proper performance of all obligations which now are owing or which may at any time hereafter be or become owing by the Debtor to the Creditor of any of its rights against me/us here under. This Suretyship is irrevocable and shall remain as a continuing covering security for as long as the Debtor will owe any monies or any obligations to the Creditor.

If the Debtor is a Limited Company or a Close Corporation and the major shareholding, current at the date of the instrument changes, then the Surety and Co-Principal/Debtor shall remain liable for the payment of goods delivered by the Creditor after the change and up to the date that the Creditor in informed of such change in writing.

I/We hereby renounce the benefits of the legal exceptions, "exclusions", with the full force, meaning and effect whereof I/We declare myself/ourselves to be acquainted.

THIS DONE AND SIGNED AT	ON THIS	DAY OF	
DEBTORS SIGNATURE: 1.	2.		
WITNESSES NAME:	SIGNATURE	ID NO.	
1			
2.			

### FOR OFFICE USE ONLY

1. ACCOUNT NO:		2. PROVINCE	
3. REGION WN 1 2 3 4 5	5 6 7 8	4, AREA:	
5. DEPT SPA WHO REC WSB OTHER 6. GROU		6. GROUP	
7. REP:		8. PS OTHER	
9. CREDIT LIMIT		10. TERMS	
10. H/O CODE		HOD CQ CS IV	
12. SETTLEMENT DISC %		13. SETTLEMENT D	DAYS
14. DISCOUNT GROUP 1 2 3	4 5 6 7 8		
COMMENTS:			
ACCOUNT APPROVED BY:		DATE:	
ACCOUNT CAPTURED BY:		DATE:	
CONFIRMATION LETTER TO CUSTOMER:		FAXED	DATE:
ACCOUNTS NOT APPROVED:			
REASONS:			
	TRADE REFERI	ENCES RESPONSE	
BANK CODE A B C D E F	=		
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