

APPLICATION FOR A CREDIT ACCOUNT

1 Dr Lategan road, Groenkloof, Private Bag X25, Brooklyn 0075
 Tel.:(012) 428-5000 Fax: (012) 428-5199



Name of business or individual	Names and ID-No. of directors/partners/members/owner (as applicable)						
Company or CC No. (where applicable)							
Nature of business							
Postal address	VAT Registration No.:						
Postal Code	Contact person: _____						
	Fax Code: _____ No. _____						
Physical address	Tel. Code: _____ No. _____						
Postal Code	Banking details						
	Bank: _____						
	Branch code: _____						
	Account No.: _____						
	Account holder: _____						
Magisterial district	Credit limit applied for at the NRCS? (Two (2) months average)						
	R _____						
Trade references							
	Name	Branch	Account No.	Contact No.	Contact name	Type of account	FOR OFFICE USE
1							1.
2							2.
3							3.
a) State names and addresses of branches / head office:							
b) State name and addresses of branches / Head Office that will be responsible for payment of this account:							
I/we undertake to pay invoices within the prescribed period of thirty (30) days of date of invoice. Should it be necessary to institute legal action resulting from this, I/we accept responsibility for payment of the legal fees according to the scale agreed upon by the attorney and the client. I have read the terms and conditions on the reverse of this document and herewith accept these terms and conditions							
Signature of debtor			Capacity			Date	
FOR OFFICE USE ONLY							
Credit approved		R		Debtors number			
Approval reference:							
Approved by: Signature: Date:							
Name of NRCS official processing the application: Date of application:							

TERMS AND CONDITIONS OF SALE AND/OR RENDERING OF SERVICES

1. The Debtor agrees to abide by the credit facilities granted by NRCS and specifically that payment of the Debtor's account is strictly payable within **30 days** from date of invoice.
2. The credit facility may be suspended or withdrawn by NRCS at any time without prior notice to the Debtor and NRCS reserves the right to review the extent, nature and duration of such credit facility at any time.
3. If any amount is not paid within the agreed payment term, the Debtor will be liable for interest at the maximum rate permitted by law from time to time, including without limiting the generality thereof, the Usury Act, Act No. 73 of 1968 and the Credit Agreements Act, Act No. 75 of 1980.
4. A certificate under the hand of any manager of NRCS as to the existence and the amount of the Debtor's indebtedness to NRCS at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, and as to any other fact relating to the Debtor's indebtedness to NRCS shall be *prima facie* proof of the contents and correctness thereof and of the amount of the Debtor's indebtedness to NRCS for the purpose of provisional sentence or summary judgement or any other proceedings against the Debtor in any Court, and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Debtor and shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action of other proceeding instituted by NRCS against the Debtor.
5. Ownership in the goods sold and delivered to the Debtor on account shall pass to the Debtor only when all amounts due by the Debtor to NRCS has been paid, notwithstanding delivery of the said goods to the Debtor. Risk in and to the goods shall, however, pass to the Debtor on delivery.
6. The Debtor agrees that in the event of the Debtor breaching any conditions contained herein; the Debtor failing to pay any amount due and payable on due date; the Debtor suffering any civil judgement to be taken or entered against it; the Debtor causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended; the Debtor dying or being deregistered; the Debtor's estate being placed under an order of provisional or final sequestration, provisional or final liquidation, provisional or final judicial management, as the case may be, then and in that event NRCS shall, without detracting from any other remedy which it may have to rely on the provisions of Clause 5 and to repossess the goods sold and delivered to the Debtor, have the right, in either event, without prejudice to NRCS rights, to claim specific performance of all of the Debtor's obligations whether or not such obligations would otherwise then have fallen due for performance, or to claim damages.
7. In the event of NRCS instructing attorneys to collect from the Debtor an amount owing to NRCS, the Debtor agrees to pay all legal costs, tracing fees and collection charges incurred by NRCS as between attorney and own client.
8. The Debtor consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of the Magistrates Court Act. Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by NRCS exceeds the normal jurisdiction of the Magistrates' Court as to amount. NRCS shall in its discretion be entitled to proceed against the Debtor in any other Court of competent jurisdiction, notwithstanding the afore-going.
9. The Debtor nominates its business address as indicated on the Credit Application form as its *domicilium citandi et executandi* for service upon it of all notices and processes in connection with any claim for any sum due to NRCS arising out of credit granted by NRCS to the Debtor.
10. No relaxation or indulgence granted to the Debtor by NRCS at any time shall be deemed to be a waiver of any of NRCS' rights in terms hereof and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against NRCS.
11. It is a condition of each sale that the goods are sold "voetstoots", and without any warranties whatsoever. The Debtor shall be precluded from raising any complaint or disputing liability to NRCS in any way unless it has notified NRCS of its complaint or ground of dispute in writing within seven days of receipt of the goods in question. Subject to the afore-going, NRCS shall in its discretion, be entitled to remedy any failure by either replacing the goods in question or refunding the whole or part of the contract price paid to it by the Debtor in respect of such goods (in which case the Debtor shall return in original/good condition to NRCS the goods in respect of which the refund is allowed).
12. Any agreement purporting to vary in terms thereof or any consensual cancellation hereof, shall not be valid unless reduced to writing and signed by both the Debtor and NRCS.
13. Save as otherwise provided herein, NRCS shall not be liable to the Debtor or any other person for any loss of profit or other special damages whatsoever. The debtor hereby indemnifies NRCS against any claim which may be made against NRCS by any other person in respect of any matter for which the liability of NRCS is excluded in terms of the afore-going.
14. If the Debtor intends transferring its business, the goodwill or any goods or property forming part thereof (other than in the ordinary course of business or for securing payment of a debt), the Debtor shall advise NRCS in writing thereof not less than thirty days before the effective date of such transfer.
15. The Debtor agrees that any payment made can be set off against any amount owing to the NRCS or its Affiliate organizations, in the sole discretion of the NRCS.