

CREDIT APPLICATION FORM

Between:

Cutting Edge Marketing CC (Reg No: 2008/249709/23)

Hereinafter “the supplier”

and

(Hereinafter “the Purchaser”)

1. FULL REGISTERED NAME OF BUSINESS

2. TRADE NAME OF BUSINESS

3. LEGAL ENTITY: eg Pty, Ltd, cc, Sole Trader, Partnership, Trust, etc

4. REGISTRATION NUMBER OF BUSINESS (ID number if Sole Trader or Partnership)

5. VAT REGISTRATION NUMBER _____

6. DATE ESTABLISHED _____

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7. PHYSICAL ADDRESS

8. POSTAL ADDRESS

9. TELEPHONE NUMBER _____

10. FAX NUMBER _____

11. EMAIL ADDRESS _____

12. ESTIMATED CREDIT REQUIRED _____

13. PREFERRED ACCOUNT (Refer to terms and conditions note 1)

COD

30 DAY ACCOUNT (pending approval)

When apply for 30 day account, please send the following supporting documents:

- Company registration
- ID of director/directors
- VAT registration

14. BANK DETAILS:

BANK: _____

BRANCH: _____

ACCOUNT NUMBER: _____

15. TRADE REFERENCES (only complete when applying for 30 day account)

| Name | Contact Person | Tel number |
|------|----------------|------------|
| 1). | | |
| 2). | | |
| 3). | | |

16. DIRECTORS/MEMBERS/PARTNERS/OWNERS DETAILS

| Name & surname | ID Number | Contact number |
|----------------|-----------|----------------|
| | | |
| | | |
| | | |

17. CONTACT PERSONS

| Department | Name & surname | Contact number | Email address |
|------------|----------------|----------------|---------------|
| Accounts | | | |
| Orders | | | |
| Other | | | |

TERM AND CONDITIONS OF CREDIT AGREEMENT

1. Term of payment will be strictly COD less 5% or 30 days from invoice date NO discount is applicable.
2. I/We the undersigned, hereby declare that I/we are duly authorised to sign this application on behalf of the purchaser as so mentioned in this application for credit facilities.
3. I/we accept that should there be any intention of change of ownership or control, change of address or telephone numbers of the purchaser's business, that the supplier will be notified of such intention at least 30 days prior to the effective days of such changes.

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4. I/we acknowledge that should credit facilities be granted as a result of this application they may be withdrawn by the supplier at any time any amounts outstanding will be due and payable.
5. The purchaser agrees to be liable for all the suppliers legal costs including costs on the attorney's/client scale, as well as costs incurred as a result of the supplier referring any overdue amount for collect whether or not action has been constituted. An overdue amount shall be considered to be an amount that is not subject to a dispute that remains unpaid in excess of the agreed upon credit terms.
6. Unless otherwise agreed upon, payment in full, without deduction or set off in respect of good sold and delivered shall be due and payable within 30 days of the supplier invoice.
7. The supplier will charge the purchaser interest at a prime rate, as determined by First National Bank, from time to time subject to the maximum lending rate on all accounts and payments outstanding in excess of 30 (thirty) days from the invoice date.
8. No relaxation or indulgence granted to the purchaser by the supplier at any time shall be deemed a novation of any of the terms and conditions set out herein, or create any estoppels against the supplier.
9. Risk in the good will pass on delivery, but ownership of all goods sold remains vested in the supplier until all monies owing to it have been paid in full. All of such goods will remain to be moveable property, and severable without injury to such immovable property or other goods.
10. The purchaser consents to the jurisdiction of the magistrate's court in terms of section 45 of the magistrates court Act No 32 of 1994. (As amended), having jurisdiction under section 28 of the said Act, notwithstanding that the claim by the supplier exceeds the normal jurisdiction of the Magistrates Court as to amount. The supplier shall at its discretion proceed against the purchaser in other courts of competent jurisdiction, notwithstanding the foregoing.
11. The purchaser hereby chooses as its domicilium citandi et executandi for all purposes in connection with or arising out of its contract with the supplier, the address as stated on the attached form marked "credit application form".

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12. The Purchaser agrees that the supplier is entitled to-
- Make any reasonable enquiries to verify and research any details provided by the Purchaser on this application form.
 - Access the files of any credit bureau to ascertain the purchaser's credit profile when assessing the application and at any time during the currency of the Purchasers account with the supplier.
 - Place the purchasers name on the suppliers own marketing mailing list provided that it will be removed should the purchaser so in writing request.
13. These terms and conditions may not be capable of being varied or altered unless such variation or alteration is reduced to writing and signed by all the parties hereto.
14. I/We acknowledge and agree that the terms and conditions contained herein shall bind the purchaser in respect of goods sold and delivered by the supplier to the purchaser, whether in terms of a credit facility or otherwise .

This done and signed at _____ on this _____ day of _____ 2021.

Purchaser:

Signature: _____ Name: _____

Witness:

Signature: _____ Name: _____