



Reg. No.1990/002242/07

Saddler Belts & Leathercraft (Pty) Limited

P O Box 20342, Durban North, 4016
Tel: (031) 569 3951, Fax: (031) 569 3962
Email:accounts@saddlerbelts.co.za

CREDIT APPLICATION FORM

Business Name:		Trade Name:	
Co. Registration Number:		Vat Registration Number:	
Tel:	Fax:	Email:	
Postal Address:		Delivery Address:	
Post Code:		Post Code:	

Trading as: Sole Trader Partnership CC Limited Co.

Details of Owners/Directors

1. Name:	Home Tel. No.
Address:	ID No.
2. Name:	Home Tel. No.
Address:	ID No.
3. Name:	Home Tel. No.
Address:	ID No.

Expected Monthly Purchases:

Bank:	Branch:	Acc. No:
--------------	----------------	-----------------

Business History

Date established:
Date Present Owner Took Over:

Delivery Arrangements:

Trade References

Name	Address	Tel. No.
1.		
2.		
3.		
4.		

Signed as accepting Terms & Conditions.

Signed _____ Capacity _____ Date _____



Reg. No.1990/002242/07

Saddler Belts & Leathercraft (Pty) Limited

P O Box 20342, Durban North, 4016

Tel: (031) 569 3951, Fax: (031) 569 3962

Email:accounts@saddlerbelts.co.za

TERMS & CONDITIONS OF SALE

1. The Purchaser is the person or entity reflected overleaf.
2. The price of any goods which may be supplied by the Seller in terms of an order by the purchaser, will be in accordance with the agreed prices at the order date.
3. Any order is subject to acceptance by the Seller, and the Seller shall have the right to accept such order either in whole, or in part thereof only. All orders accepted by the Seller will be binding on the Purchaser and may not be cancelled without obtaining the Seller's written consent.
4. The Seller shall not be responsible for delay in the performance, or non-performance, in whole, or in part, of any order or any contract arising between the parties as a result of the Seller's acceptance of either, the whole order, or part thereof, on account of an act of god, force majeure or the consequence thereof, war, revolutions, riot, strikes, sabotage, lockouts, fire, flood, earthquakes, storms, accidents, government restrictions, negligence of carriers, inability to obtain raw materials, or any other cause of whatsoever kind beyond the Seller's control, and under no circumstances whatsoever shall the Purchaser have any claim against the Seller, whether for damages or otherwise arising out of such non-performance or delay in performance.
5. (a) Any increase in the transport charges will be for the Purchaser's account, when applicable.
(b) Should the price reflected on an order or confirmation of order be incorrect due to a clerical error, then the Seller shall have the right to amend such price.
6. **Passing of ownership and risk**
 - (a) The ownership of the goods shall remain vested in the Seller until the purchase price is fully paid, unless the goods have been resold by the Purchaser in the normal, usual and ordinary course of the Purchaser's business.
 - (b) The Seller shall be entitled to notify the Purchaser's Landlord that by virtue of the reservation of ownership of the goods in the Seller, those goods do not become subject to the Landlord's hypothec for rent.
 - (c) The risk in and to the goods sold hereunder shall pass to the Purchaser on delivery thereof to the Carrier, notwithstanding the reservation of ownership therein, and irrespective of whether the Seller or the Purchaser pays the Carrier's charges.
 - (d) If payment of the purchase price of any goods sold to the Purchaser becomes overdue, in whole or part, then without prejudice to any of the Seller's other rights, the Seller or his Agents, shall be entitled, without notice, to cancel the sale and recover possession of the goods, or to re-sell the same or any of them and shall be entitled to enter upon the Purchaser's premises for the purpose of such re-sale, or for the purpose of inspecting the goods or for the purpose of re-taking possession of the goods.
 - (e) If at any time there are goods in the Purchaser's possession that have been supplied by the Seller, and there are any amounts owing to the Seller by the Purchaser, ownership of the goods in the Purchaser's possession shall be deemed not to have passed to the Purchaser unless the Purchaser proves to the contrary. The onus of proving that ownership of the goods supplied by the Seller has passed to the Purchaser will at all times be on the Purchaser.
7. Any claims made by the purchaser in respect of deliveries must be lodged with the Seller within fourteen (14) days of the receipt of such goods by the Purchaser, failing which, the Seller shall not recognize any such claim, nor shall the Seller be obliged to do so.
8. Accounts not paid within the agreed trading terms will incur interest at Standard Bank of SA Limited prime interest rate plus two (2%) percent, and such interest will be chargeable effective from the date on which the payment became overdue.
9. The Purchaser hereby acknowledges and accepts that should Saddler change their bank account details for whatever reason, Saddler will advise the Purchaser in a manner that is official, including the submission of a cancelled cheque as evidence of the change. Should the Purchaser however, make payment to a new bank account without such documentary proof and without first making contact directly with Saddler it will in no way constitute a payment.
10. In the event of there being a discrepancy between any of the conditions enumerated in the Seller's Conditions of Sale and any of the conditions enumerated in the Purchaser's order, then the conditions enumerated in the Purchaser's order shall be disregarded and the Seller's conditions enumerated herein shall prevail.
11. The Purchaser agrees to pay costs on an attorney-client scale in the event of legal action being successfully concluded against him.
12. The above conditions shall remain in force until such time as the cancellation or alteration thereof has been agreed to in writing by both parties.
13. **Surety**
 - (a) I/We acknowledge your Terms and Conditions of Sale.
 - (b) I/We, being person/s of full legal capacity, do hereby interpose and bind ourselves as surety/sureties in solidum and joint several co-principal debtors with the Business for due and punctual payment of any amount owing and/or payable to the creditor by the Business from any cause of indebtedness whatsoever.
 - (c) I/We hereby agree that in the event of any proceedings arising out of any transaction between us, we consent to the jurisdiction of a Magistrates Court, notwithstanding that the subject matter of such dispute may otherwise be beyond the jurisdiction of such court.
 - (d) My/Our domicilium citandi et executandi shall be the address disclosed on the first page of this application.
 - (e) I/We hereby acknowledge and agree that:
 - i. Saddler may perform a credit search on our records with one or more registered Credit Bureau when assessing our application for credit facilities and ongoing credit being granted.
 - ii. Any information regarding our credit worthiness, defaults in payment to Saddler, and details of how we conduct our account may be disclosed to any other creditor of ours and/or to any Credit Bureau.