



**Application for a
Payment Term Facility**
("the Agreement")

between

PFERD-SOUTH AFRICA (PTY) LIMITED
Company Registration Number: 1966/004800/07
("the Company")

and

Company Registration Number: _____
("the Customer")

Customer
Entity
Stamp

IMPORTANT to NOTE:

- I. An incomplete submission of required information will result in a delay to open the account.
- II. Non-submission of the minimum required information will also result in a delay of opening the account.
- III. Signatories and witnesses must initial all pages and sign in full where indicated.
- IV. This agreement includes the terms and conditions of sale which may be requested separately.
- V. Please complete in **BLOCK CAPITALS** using **BLACK INK** only.
- VI. All information will be treated strictly confidential.
- VII. Pages 3, 5, 7 (if applicable) and 8 must be signed in full.
- VIII. Any errors should be cancelled and initialled. Alternate corrections, changes and deletions will result in this agreement being null and void.
- IX. The original agreement and supporting documents must be submitted and no fax indemnity exists.

NATURE OF LEGAL ENTITY (Tick the appropriate box(es))

Listed	<input type="checkbox"/>	also	Name of Holding Company	<input type="text"/>
Private Unlisted (e.g. (Pty) Ltd)	<input type="checkbox"/>	and if...	Locally Owned	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	and if...	Local Partners	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	and if....	Locally Owned	<input type="checkbox"/>
Non Profit Organisation	<input type="checkbox"/>	or	Trust / Estate	<input type="checkbox"/>
			Foreign Owned	<input type="checkbox"/>
			Foreign Partners	<input type="checkbox"/>
			Foreign Owned	<input type="checkbox"/>
			Sole Proprietor	<input type="checkbox"/>

SECTION A: ENTITY DETAILS AND BUSINESS INFORMATION

Registered Name <i>(or full name if sole proprietor)</i>	<input type="text"/>	Switchboard No.	() <input type="text"/>
		Main Fax No.	() <input type="text"/>
Trade Name	<input type="text"/>	Business E-mail	<input type="text"/>
Company or CC Reg. No.	<input type="text"/>	Years at this address	<input type="text"/>
Nature of business	<input type="text"/>	Are premises owned or leased	<input type="text" value="OWNED / LEASED"/>
		If <u>LEASED</u> name of landlord and contact details	
Business Trade Address	<input type="text"/>	Landlord Name	<input type="text"/>
	()	Contact Person	<input type="text"/>
Delivery Address <i>(if different to Buss. address.)</i>	<input type="text"/>	Contact Number	() <input type="text"/>
	()	If <u>OWNED</u> please supply additional info if different to the details already supplied	
Head Office Address	<input type="text"/>	Address	<input type="text"/>
	()		<input type="text"/>
Postal Address	<input type="text"/>	Erf No	<input type="text"/>
	()	Market Value	R <input type="text"/>
Accounts Department Contact		Bond Value	R <input type="text"/>
Name	<input type="text"/>	Bond Holder	<input type="text"/>
Email	<input type="text"/>	Registered Owner	<input type="text"/>
Tel	<input type="text"/>		
Fax	<input type="text"/>		
Purchasing Department Contact			
Name	<input type="text"/>		
Email	<input type="text"/>		
Tel	<input type="text"/>		
Fax	<input type="text"/>		

SECTION B: FINANCIAL DETAILS

Credit Required

R

Estimated Annualised Purchases (R ' 000)

R 50 - R 100 K

R 100 - R 200 K

R 200 - R 500 K

> R 500 K

(Tick the appropriate box)

VAT Reg No

Financial Year End

D

D

/

M

M

Auditors' Name

Date auditors appointed

Auditors' Address

Auditors Contact Name

Auditors Contact No

()

Auditors Email Address

Bankers

Branch

Code

Date account opened

Bank Contact

Bank Contact No

()

Customer's consent to enquire on conduct with auditors, bankers and landlord for purpose of opening a facility with PFERD SA

Authorised Signatory/ies

Designation

Authorised Signatory/ies

Designation

SECTION C: SIGNATORY DETAILS

MAIN SIGNATORIES

SIGNATORY 1

SIGNATORY 2

Full Name

Designation

ID/Passport No

Nationality

Res Address

()

Contact No ()

Have you ever been declared insolvent Y N

IF yes, date when rehabilitated M M / C C Y Y

Full Name

Designation

ID/Passport No

Nationality

Res Address

()

Contact No ()

Have you ever been declared insolvent Y N

IF yes, date when rehabilitated M M / C C Y Y

ALTERNATE SIGNATORIES

SIGNATORY 1

SIGNATORY 2

Full Name

Designation

ID/Passport No

Nationality

Res Address

()

Contact No ()

Have you ever been declared insolvent Y N

IF yes, date when rehabilitated M M / C C Y Y

Full Name

Designation

ID/Passport No

Nationality

Res Address

()

Contact No ()

Have you ever been declared insolvent Y N

IF yes, date when rehabilitated M M / C C Y Y

An entity resolution recognising the authorised signatories which agrees to the details above must be attached to this application that authorises any member, trustee, partner, manager or director to enter into this agreement.

SECTION D – GENERAL

Does your enterprise qualify as a BEE enterprise

Y	/	N
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If "YES" what is your last rating and certification date

Rating	ccyy / mm / dd
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If "NO" please indicate your proposed compliance with BBBEE

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Please attach the following certified documents / information

Company Reg. Certificate or Latest CIPRO certificate

Y	N	N/A
Y	N	N/A
Y	N	N/A

Certified copy of I.D. (not older than 12 months)

Y	N	N/A
Y	N	N/A
Y	N	N/A

Bank confirmation letter or Certified cancelled cheque

VAT (103) Certificate

Current Tax Clearance Certificate

Resolution (authorised signatories)

If all documents cannot be included please indicate reasons for the Company to consider your application

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Please provide the details of your **Domicilium citandi et executandi** for correspondence purposes

CODE

SECTION E - AUTHORISATION AND SURETY

I/We acknowledge that:

- I. All details were completed in full
- II. All the terms and conditions as stated have been read and agreed to
- III. I/We have the full capacity and authority to sign this agreement on behalf of the applicant.
- IV. All the information provided is accurate and complete.
- V. The customer is a going concern and will be able to meet its obligations in the foreseeable future.
- VI. I/We have a general understanding and appreciation my/our rights and obligations under this agreement.

Signed at _____ on this ____ day of _____ 20_____, duly authorised.

Name	Position	Signature (Duly authorised)
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Name	Position	Signature (Duly authorised)
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SECTION F: TRADE REFERENCES

(At least four references for operational purchases are required which must be local RSA organisations)

Entity 1 Name

Physical Address

Tel No

Contact Person

Fax No

Email Address

Approx. monthly spend / Type of purchases

Date Account Opened

M	M	/	C	C	Y	Y
---	---	---	---	---	---	---

Entity 2 Name

Physical Address

Tel No

Contact Person

Fax No

Email Address

Approx. monthly spend / Type of purchases

Date Account Opened

M	M	/	C	C	Y	Y
---	---	---	---	---	---	---

Entity 3 Name

Physical Address

Tel No

Contact Person

Fax No

Email Address

Approx. monthly spend / Type of purchases

Date Account Opened

M	M	/	C	C	Y	Y
---	---	---	---	---	---	---

Entity 4 Name

Physical Address

Tel No

Contact Person

Email Address

Approx. monthly spend / Type of purchases

Fax No

Date Account Opened

M	M	/	C	C	Y	Y
---	---	---	---	---	---	---

SECTION G:

Deed of Suretyship

I/We, the undersigned

1. (Name of Surety).....
of..... (Street Address)

2. (Name of Surety).....
of..... (Street Address)

(Hereinafter individually and/or collectively referred to as the sureties) hereby bind myself / ourselves jointly and severally as surety / sureties and co-principal debtor(s) in

solidium for the due fulfilment by (Hereinafter referred to as "the Debtor") of all obligations to PFERD-SOUTH AFRICA (PTY) LTD (*hereinafter referred to as "the Creditor"*) of whatsoever nature or howsoever arising and whether already incurred or from time to time hereinafter be incurred. I / We hereby renounce the benefits of the legal exceptions exclusion, division, cession of action, no value received and revision of accounts, with the force and effect of which I/We acknowledge myself / ourselves to be fully acquainted with, which are explained hereunder.

Should I/we default in due performance of any of my / our obligations in terms of this suretyship, all of which are material, then the Creditor shall be entitled to recover all costs disbursed by it to its Attorneys in securing our compliance with the provisions as between Attorney and client. A certificate under the hand of a manager and/or credit controller of the creditor shall constitute prima facie proof of the amount owing by myself / ourselves and the debtor.

The parties agree that the Creditor may at its election institute action against me / us arising out of this suretyship in any Magistrate's Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of the Court. The surety / sureties hereby choose as his / her their domicillium citandi et executandi for purposes of this suretyship, his / her / their addresses furnished above.

The surety / sureties hereby acknowledges that the provisions hereof reflect the true legal relationship between himself / herself / themselves and PFERD-SOUTH AFRICA (PTY) LTD and that no document or oral statement of variance with the provisions hereof including this provision, shall have any legal force or effect unless reduced to writing and signed by the surety / sureties and PFERD-SOUTH AFRICA (PTY) LTD.

SIGNED BY US UNDER RENUNCIATION OF THE BENEFITS OF THE LEGAL EXCEPTIONS EXCEPTIO QUOD METUS CAUSA, EXCEPTIO EXCUSSIONIS AND DIVISIONIS, CESSION OF ACTION, WITH THE MEANING, FORCE AND EFFECT OF WHICH WE ACKNOWLEDGE OURSELVES TO BE FULLY ACQUAINTED WITH.

We have noted the additional explanations of the aforesaid exceptions overleaf.

The surety / sureties hereby warrant(s) that this deed of suretyship has been duly and fully completed before signature hereof.

SIGNED at on this the day of 20.....

AS WITNESSES

1. SURETY (1) _____

2. NAME _____

AS WITNESSES

1. SURETY (2) _____

2. NAME _____

LEGAL EXCEPTIONS:

EXPLANATION OF RENUNCIATION OF BENEFITS

1. EXCEPTIO QUOD METUS CAUSA

By renouncing this exception the Surety acknowledges that no compulsion or fear, duress, coercion or undue influence was used in persuading the Surety to sign the suretyship and acknowledgement of debt.

2. EXCEPTIO EXCUSSIONIS ET DIVISIONIS

By renouncing this exception the Surety agrees that the creditor may execute upon the Surety direct without first executing upon the principal debtor and thereafter upon the Surety as would normally apply.

3. PROTECTION OF PERSONAL INFORMATION (POPI Act)

The customer hereby agrees that this personal information herein supplied and/or any of the personal information already in possession of the Company may be processed by the Company to bring about this agreement between the customer and the Company. The customer agrees that this personal information may be used by the Company to send any correspondence and/or general information about products. The customer acknowledges that it has the right to object to the processing of its personal information for marketing purposes unless expressly stated otherwise.

TERMS AND CONDITIONS

Terms and Conditions of the company can be requested from the Company's Finance Department alternatively the latest version can be obtained at www.pferd.com/za-en/5522_AFK_HTML.htm - Refer to "Business Terms".

I/We acknowledge that:

- I. I/We have familiarised ourselves with the Terms and Conditions of the company -
Version _____ Dated ____ / ____ / _____
- II. My/Our signature hereby binds the customer to these terms and conditions in that we have read and understood these terms.
- III. Any amendment have been altered by ourselves on a re-print of this document and are attached to this application for consideration and mutual agreement.
- IV. I/We acknowledge that where we were unable to access these terms and conditions we have taken the necessary steps to request from the Company a printed copy to be forwarded (e-mail or fax) to ourselves.

Signed at _____ on this ____ day of _____ 20____, duly authorised.

_____ Name	_____ Position	_____ Signature (Duly authorised)
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_____ Name	_____ Position	_____ Signature (Duly authorised)
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