



**ROBOT INDUSTRIAL SUPPLIES (PTY) LTD**

Registration No. 90/04598/07

3 SANDVALE ROAD, ISANDO, P.O. BOX 416, ISANDO 1600  
SHOP TEL: (011) 974-2331/6. FAX: (011) 392-1984  
ACCOUNTS: TEL: (011) 434-3640. FAX: (011) 434-1807

## APPLICATION FOR CREDIT FACILITIES

PLEASE COMPLETE ENTIRELY

### Important Information To Be Completed

Owner's Name: \_\_\_\_\_  
Owner's Cell no: \_\_\_\_\_  
Owner's e-mail: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_  
Buyer's Cell No: \_\_\_\_\_  
Buyer's e-mail: \_\_\_\_\_

# APPLICATION FOR CREDIT FACILITIES

Registered Name of Company: \_\_\_\_\_  
 Company Registration No.: \_\_\_\_\_ Date Business Commenced: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 \_\_\_\_\_ Postal Code: \_\_\_\_\_

Address where Business carried on: \_\_\_\_\_  
 \_\_\_\_\_

Delivery Address: \_\_\_\_\_  
 \_\_\_\_\_

Tel. No's (1) \_\_\_\_\_ (2) \_\_\_\_\_ Tel. Code: \_\_\_\_\_ Fax. No.: \_\_\_\_\_

(A) Type of Business: Public Co  Private Co.  Partnership  Close Corporation  Sole Proprietor

(B) Classification of trade: Wholesale  Retailer  O.E.M.  Other (Specify) \_\_\_\_\_

(C) Details of Proprietors or Directors:

Names	Private Address	Telephone No	Identity No.
1.			
2.			
3.			

(D) Names of Associated Companies \_\_\_\_\_

(E) Name of Parent Company \_\_\_\_\_

(F) References:

Bankers \_\_\_\_\_ Branch \_\_\_\_\_

Bank Account No.

(1) Trade: \_\_\_\_\_ City: \_\_\_\_\_ Telephone: \_\_\_\_\_

(2) Trade: \_\_\_\_\_ City: \_\_\_\_\_ Telephone: \_\_\_\_\_

(3) Trade: \_\_\_\_\_ City: \_\_\_\_\_ Telephone: \_\_\_\_\_

(4) Trade: \_\_\_\_\_ City: \_\_\_\_\_ Telephone: \_\_\_\_\_

(G) Amount of credit required:  NOTE: Maximum credit 2 x monthly purchase

(H) Premises Rented  Owned  Name and Address of Landlord \_\_\_\_\_

(I) How long established: Years \_\_\_\_\_

(J) Name of Buyer: \_\_\_\_\_

(K) Name of Financial Controller: \_\_\_\_\_

(L) Name and Telephone No. of Auditor: \_\_\_\_\_

(M) Name and Telephone No. of Attorney: \_\_\_\_\_

(N) Terms as per Conditions of Sale.

(O) THE PURCHASER HEREBY ACKNOWLEDGES THAT HE HAS READ AND AGREES TO ABIDE BY THE COMPANY'S CONDITIONS OF SALE.

(P) Authorised Representative: Full Names: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

(Q) Please attach a copy of your VAT Registration Certificate

Signature \_\_\_\_\_ Date: \_\_\_\_\_ 20 \_\_\_\_

**FOR OFFICE USE ONLY**

Bank Ref. taken up Yes  No  Status Enquiry taken out Yes  No   
 Trade Ref. taken up Yes  No  Authorised Limit: R \_\_\_\_\_  
 Terms: \_\_\_\_\_

Approved by: \_\_\_\_\_

Acc. No.: \_\_\_\_\_ Stat. Code: \_\_\_\_\_

REPRESENTATIVE SERVICING THIS ACCOUNT: \_\_\_\_\_

# CONDITIONS OF SALE

made and entered into by and between

ROBOT INDUSTRIAL SUPPLIES (PTY) LTD.

and \_\_\_\_\_ ("the purchaser")

of \_\_\_\_\_

## 1. SALE

The seller hereby sells to the purchaser who hereby purchases the goods as set out on the face of this document.

## 2. COLLECTION OF GOODS

2.1 Time shall not be of the essence in so far as an accepted order relates to supply of goods and the seller does not guarantee supply of the goods on any specified date.

2.2 The seller hereby irrevocably reserves the right in its sole discretion to suspend supplies for as long as the purchaser is in default with its payments in connection with any prior supply of goods to the purchaser.

2.3 If the seller cannot supply portion of or all of the goods for any reason beyond the seller's control including, inter alia, the lack of instruction from the purchaser, stock shortage, industrial dispute, government action, state of war, civil disturbance or any other vis major, the seller may at its sole discretion cancel the whole or any part of the agreement forthwith. In the event of such cancellation the seller shall not be liable to the purchaser for any loss, whether in contract or whether in delict, including, without being limited thereto, any loss of profits thereby caused.

## 3. SPECIAL ORDERS

The seller undertakes to make every effort to ensure that the goods supplied will conform to specification and/or any requirements of the purchaser, accepted by the seller in regard to any special order, but the seller gives no warranty, expressed or implied, in regard to material, workmanship or fitness of goods for any particular purpose and in the event of goods proving not to be in accordance with the said specifications or requirements the seller shall not be responsible for any damages whatsoever, whether direct or consequential and whether claimed on grounds of breach of contract or negligence, and the seller's liability is limited solely to replacement of the goods in question. The purchaser hereby indemnifies the seller against all damage, costs and expenses for which the seller may become liable as a result of work done in accordance with the purchaser's specification, which involves infringement of any patent or registered design or trademark.

## 4. CLAIMS

4.1 Any claim in respect of alleged short supply or defective goods shall be made in writing, which shall be delivered to the seller within 7 (seven) days of receipt of the purchased goods, and such claim shall clearly identify the goods by reference to the order number, delivery note number and batch number, if applicable, and shall clearly set out the nature of the complaint.

4.2 If a claim in proper form is not lodged within the stipulated period of 7 (seven) days, the goods shall be deemed to be free of defect and in accordance with the order placed.

## 5. BREACH OF CONTRACT

5.1 In the event of the purchaser committing a breach of any of the provisions of the contract or should application be made for the liquidation or judicial management or sequestration of the purchaser or

should the purchaser, being a natural person, die or compromise or attempt to compromise with any of his creditors or fail to satisfy any judgement having been entered against him (within 7 (seven) days of such judgement having been entered against him), or commit any act of insolvency, then the seller shall, without prejudice to any other rights the seller may have, be entitled to-

5.1.1 claim immediate payment of the full balance of the purchase outstanding, as well as payment of all other sums due to the seller, or to cancel the contract and re-take possession of the goods; and

5.1.2 claim any damages the seller may have suffered.

## 5.2 On cancellation:

5.2.1 ownership of those goods relating to that portion of the contract which has been cancelled and which may have passed on to the purchaser shall revert to the seller;

5.2.2 the seller shall have the right to enter the purchaser's premises and remove at the purchaser's expense all the seller's materials and goods which have not been paid for by the purchaser.

## 6. CREDIT, OWNERSHIP, SECURITY, SURETYSHIP AND INTEREST

6.1 All amounts owing by the purchaser to the seller, shall be paid for within 30 days - less 2 1/2% or by special arrangement by the last day of the month in which the account is rendered, provided always that the seller may by agreement revise these terms. A certificate by the seller's auditor as to the amount of the purchaser's indebtedness to the seller shall constitute prima facie proof of such indebtedness at the date referred to therein.

6.2 Ownership in all goods and ware purchased by the purchaser through or from the seller remains and shall to any extent necessary be deemed vested in the seller until they are paid for in full. All payments received by the seller from the purchaser shall first be appropriated to goods and ware sold and delivered by the purchaser to his customers and then to the oldest debt. A certificate issued by the seller's auditors as to which goods and ware purchased by the purchaser through or from the seller have not been paid for in full shall constitute prima facie proof of that fact.

6.3 Risk in all such goods and ware shall pass to the purchaser on delivery to it or its authorized or selected agent for delivery.

6.4 In the event the seller having to instruct an attorney to enforce its rights against the purchaser then the purchaser shall pay the seller's attorney and his own client costs incurred.

6.5 The purchaser shall provide the seller with such security as may be approved of by the seller, including notarial bonds, bank guarantees, cash deposits, personal suretyship (to principal debtors) and the like.

6.6 If the purchaser is a company or other artificial person then the person signing this document on behalf of the purchaser hereby warrants his authority to do so.

6.7 By his signature hereto and subordinate only to the

rights of the purchaser's principal commercial bankers from time to time, and as security for all of the purchaser's obligations to the seller from time to time, the purchaser hereby cedes, transfers, makes over and assigns unto the seller all of the purchaser's rights, title and interest in and to its book debts, both present and future, the precise terms and conditions of the said cession being the form of cession approved of by the seller from time to time, where the purchaser is the cedent and the seller is the assignatory.

## 7. FAILURE TO PAY AND PENALTIES

7.1 Should payment not be received on due date as envisaged in paragraph 6.1 above then and in such event interest at prime overdraft rate as charged by Nedbank shall accrue with immediate effect to the outstanding amount.

7.2 The purchaser's account with the seller shall be closed.

## 8. DOMICILE AND NOTICES

8.1 The purchaser chooses as its domicile citandi et executandi for the effective service of all notices flowing from this agreement, the address which appears on the face of this document.

## 9. MISCELLANEOUS PROVISIONS

9.1 This agreement embodies the entire agreement between the parties relating to the matters dealt with herein and no representations, warranties, undertakings or promises have been made except as incorporated herein.

9.2 None of the terms and conditions of this agreement is capable of being waived, amended, added to or deleted, unless such waiver, amendment, addition or deletion is reduced to writing and is signed by the parties hereto.

9.3 The provisions of this agreement shall, so far as is permitted by law, be binding upon the parties, executors, trustees, custodians, legatees, heirs and other successors in title.

9.4 No indulgence on the part of any party in exercising any right conferred upon such party in terms of this agreement shall constitute a waiver or novation of any such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this agreement.

9.5 The purchaser may not cede or assign any of its rights or obligations in terms of this agreement without the prior consent of the other parties.

9.6 The parties undertake to do or procure the doing of all such things, the taking of all such steps and the passing of all such resolutions so as to give effect to the terms, conditions, import and spirit of this agreement.

9.7 This agreement is not subject to any suspensive conditions, either preventing or postponing the coming into operation of this agreement.

9.8 These conditions of sale apply to the goods reflected in the invoice and supersede any conditions of sale purportedly imposed at the instance of the purchaser of which appear on any documentation submitted by the purchaser to the seller at any time prior to date of the invoice.

9.9 All prices are subject to alterations without notice.

SIGNED at JOHANNESBURG this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED at JOHANNESBURG this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SELLER

PURCHASER

AS WITNESSES:

AS WITNESSES:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

# SURETYSHIP

I/We the undersigned \_\_\_\_\_ I.D. No's \_\_\_\_\_

of \_\_\_\_\_  
which address I/we hereby choose as my/our domicile/abode et executand for all purposes arising out of these presents, do hereby bind myself/ourselves,  
jointly and severally, as surety/ies for and co-principal debtor/s in solidum with

(hereinafter called 'the DEBTOR/S')

for the due payment, on demand of every sum of money which the DEBTOR/S may now, and from time to time hereafter, owe the following company:

## ROBOT INDUSTRIAL SUPPLIES (PTY) LTD

(hereinafter called 'the CREDITOR')

I/We assigns and successors-in-title, from whatsoever cause or causes arising, and for the due performance of every other obligation, howsoever arising, which the DEBTOR/S may now or at any time hereafter be or become bound to perform in favour of the CREDITOR/S:

I/We hereby agree and declare that:

1. All admissions and acknowledgements of indebtedness by the DEBTOR/S shall be binding on me/us. The CREDITOR shall be at liberty, without reference to our approval by me/us and without affecting any of its rights hereunder:

(a) to release, release or abandon (wholly or in part) any security for any indebtedness covered hereby and no such release, release or abandonment shall discharge me/us or any of us from liability hereunder in solidum.

(b) to give time to or compound or make any other arrangements with the DEBTOR/S or with me/us or any of us and no extension of time or other indulgence in respect of payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compounding, compromising or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability granted or allowed by the CREDITOR to the DEBTOR/S or to any one or more of us or to any other surety/ies for and/or co-principal debtor/s with the DEBTOR/S shall discharge me/us or any of us from liability hereunder in solidum.

2. The suretyship shall be in addition and without prejudice to any other suretyship now held and hereafter to be held by the CREDITOR and shall establish a continuing liability on my/our part/s for whatsoever amount/s and whatsoever other obligation/s we may now or will in the future become owing by the DEBTOR/S to the CREDITOR, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, sequestration, surrender, winding-up, judicial management or legal disability of the DEBTOR/S, myself/ourselves or any one or more of us, and notwithstanding that it may for any other reason have ceased to be binding in whole or in part on any one or more of us.

3. As collateral security for the discharge of the obligations assumed by me/us in terms hereof, and for so long as this suretyship shall remain binding, I/we hereby cede to the CREDITOR all my/our right, title and interest in and to any claims which I/we now have or may in the future have against the DEBTOR/S from any cause of indebtedness whatsoever, hereby undertaking on demand by the CREDITOR to deliver to the CREDITOR all documents (duly endorsed where applicable) evidencing or embodying or relating to any such claim/s. I/We further agree that if prior to the signature by me/us of this suretyship, I/we have ceded unto and in favour of any other person or persons, company or companies my/our right, title and interest in and to such claim/s allowed, this cession shall be deemed to be a cession of all my/our reversionary rights in and to such claim/s allowed after payment of all amount secured by the prior cession/s or after the prior cessionary/ies, for any reason or in any manner shall have lost, abandoned or relinquished any rights thereunder.

4. For the purpose of any action against me/us in terms hereof, and in particular for Summary Judgement or Provisional Sentence Proceedings against me/us or any of us in any competent Court, a Certificate by the Secretary or any director of the CREDITOR as to the existence and amount of the indebtedness of the DEBTOR/S to the CREDITOR at any time and as to the fact that the same is due and payable shall be sufficient proof of the existence of the debt/s referred to in such certificate, the amount/s owing thereon and the fact that such amount/s is/are liquidated, due and owing and has/have not been paid.

5. In respect of all the contracts entered into and to be entered into by the DEBTOR/S with the CREDITOR, I/we jointly and severally warrant that each such contract is or will be at the time of the execution or formation thereof, within the scope, authority, power and objects of the DEBTOR/S and that all resolutions of an signature by, directors of the DEBTOR/S were, or in the case of future

contracts, will be properly and with due authority, passed and/or executed and/or made. If there shall, in respect of any such contract, be any breach of the terms of the warranty contained in this paragraph, then I/we hereby jointly and severally assume the liabilities and/or obligations to the CREDITOR which any such contract will have purported to impose upon the DEBTOR/S, and in any event, I/we hereby jointly and severally indemnify and hold the CREDITOR harmless against all damage and losses of whatsoever nature which the CREDITOR may suffer or sustain as a result of any contract between the CREDITOR and the DEBTOR/S being unenforceable, invalid or cancelled for any reason whatsoever.

6. The CREDITOR shall be at liberty, in the event of the death, sequestration, surrender, winding-up, judicial management or legal disability of the DEBTOR/S or any one or more of us or any other surety/ies for and/or co-principal debtor/s with the DEBTOR/S or in the event of a general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of the DEBTOR/S or any one or more of us or any other surety/ies for and/or co-principal debtor/s with the DEBTOR/S:

(a) to prove its claim against the Estate concerned or in the winding-up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and the pro- of such claim and/or the expected receipt of any dividend/s or payment/s in respect thereof shall in no way effect or derogate from the CREDITOR'S right to recover from me/us or the other/s of us, as the case may be, the amount/s for which such claim is proved and any other sum/s for which I/we or the other/s of us, as the case may be, may be or become liable to the CREDITOR hereunder;

(b) to apply any dividend/s or other payment/s actually received by the CREDITOR in terms of this clause to the account of the indebtedness of the DEBTOR/S to the CREDITOR, without releasing me/us or the other/s of us from liability to the CREDITOR for the balance of such indebtedness;

(c) to treat and hold any dividend/s or other payment/s actually received by the CREDITOR in terms of this clause as cash security for my/our liability hereunder to the CREDITOR until such time as the CREDITOR will have recovered the full amount of such liability, provided that after the CREDITOR will have recovered the full amount of the indebtedness, any surplus of such security then held by the CREDITOR shall be paid over to me/us in equal shares;

(d) to recover from me/us, jointly and severally, all costs of and incidental to the proof of the CREDITOR'S claim against such Estate or in such winding-up, judicial management, assignment, compromise, composition, scheme or arrangement as well as all cost and expenses of maintaining, conserving and/or realising any security which the CREDITOR may hold for its claim and all sums, including any contribution, payable by the CREDITOR in consequence of the pro- of its claim.

7. In the event of the sequestration, winding-up or judicial management of the DEBTOR/S or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of the DEBTOR/S, I/we bind myself/ourselves not to file any claim against the DEBTOR/S in competition with the CREDITOR.

8. I/We hereby waive proponent, notice of dishonour and protest of any promissory note, bill or exchange, cheque or other negotiable instrument, made, drawn, accepted, endorsed or discounted, by the DEBTOR/S or to be so made, drawn, accepted, endorsed or discounted, hereby agreeing and admitting that my/our liability hereunder in respect of any such instrument shall not in any way be affected by any failure to present or give notice of dishonour or to protest as aforesaid.

9. Notwithstanding any part-payment made by me/us or on my/our behalf, I/we shall have no right to any cessation of action in respect of such part-payment and shall not be entitled to take any action against the DEBTOR/S or against any other surety/ies for and/or co-principal debtor/s with the DEBTOR/S in respect thereof unless and until the indebtedness of the DEBTOR/S to the CREDITOR shall have been discharged in full.

10. I/We shall furthermore be jointly and severally liable to pay to the CREDITOR on demand all costs, charges and expenses which may be incurred by the CREDITOR in securing the performance by the DEBTOR/S and/or me/us or any one or more of us of my/our respective obligations to the CREDITOR, including but without limiting the generality of the foregoing, any legal costs and collection charges as between Attorney and client.

11. Each of us shall be bound in solidum in terms of these presents, irrespective of whether or not the other of others of us referred to herein will have executed this document or become bound in terms hereof.

12. I/We renounce the benefits of the legal exceptions 'excusatio', 'divisio', 'cessio actionis', 'non causa debiti', 'in solvendo', 'revisio accountis' and 'de debito vel pluribus rebus debendi', with the full meanings, force and effect whereof I/we declare myself/ourselves to be acquainted.

13. In terms of Section 43 of the Magistrate's Court Act, 1944, I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 29 of the said Act in respect of any action to be instituted against me/us by the CREDITOR, in terms hereof, namely the Magistrate's Court within whose area or jurisdiction I/we reside, carry on business or am/are employed at the time of the institution of such action.

14. Without prejudicing the generality of anything hereinbefore contained, I/we acknowledge that:

(a) my/our liability hereunder shall not be limited to the principal sum of any indebtedness of the DEBTOR/S to the CREDITOR but shall also cover all other amounts making up the indebtedness, including in particular interest;

(b) it shall at all times be in the discretion of the CREDITOR to determine the extent, nature, duration and terms of any facilities to be allowed to the DEBTOR/S;

(c) in the event of the CREDITOR guaranteeing or having guaranteed in whole or in part, the obligations of the DEBTOR/S then I/we do hereby waive and abandon any right of contribution that I/we may acquire against the CREDITOR by reason of any payment made by me/us;

(d) these presents shall apply to and cover the CREDITOR in respect of any claim/s which it may have acquired against the DEBTOR/S from any Company, person, partnership, association or other legal persons whatsoever or whatsoever, whether by cession or otherwise as well as any present or future liability of the DEBTOR/S to the CREDITOR as surety and/or co-principal debtor and/or indemnifier and/or intercessor for or with any other person, firm, Company, partnership or association whatsoever.

15. In the event that I/we am/are or any one or more of us is/are a Company/ies, then each such Company hereby warrants to the CREDITOR that it has a material interest in securing the indebtedness covered by these presents, which are entered into for its benefit, and I/we (being the person/s signing these presents on behalf of any such Company/ies) shall be deemed by virtue of my/our signature/s hereto to be a party, jointly and severally with each other and with such Company to the foregoing Warranty in my/our personal capacity/ies and to warrant jointly and severally to the CREDITOR that such Company is empowered by its Memorandum of Association to give this guarantee and that I/we am/are duly authorised to execute these presents on behalf of such Company.

THIS DONE AND SIGNED at \_\_\_\_\_

AS WITNESSES

this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

1. \_\_\_\_\_

SIGNATURE \_\_\_\_\_

2. \_\_\_\_\_