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Reg No. 1984/004894/07

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BUSINESS CREDIT APPLICATION FORM

All business is undertaken in terms of the Company's Standard Trading Terms and Conditions. A copy of the Companies Standard Trading Terms and conditions is available on request.

Type of Entity (✓)	Pvt Company – (Pty) Ltd		Close Corporation (CC)		Sole Proprietorship/ Partnership	
	Trust		Joint Venture		Consortium	

Full Registered Name of Organisation ("Applicant")				Date Established	
Trading Name of Applicant				Date Established	
Holding Company (if applicable)					
Company Registration Number		VAT Registration Number			
Owner / Director		Contact			
Street Address				Postal Code	
Postal Address				Postal Code	
Telephone No.		Fax No			
Email Address					

Banking Details	
Bank Name	Account Name
Branch Name and Code	Account Number

Trade References			
Company Name and Contact	Tel No and Email Address	Credit Limit (R)	Credit days (30,60, etc)
1.			
2.			
3.			

Applicant's accounting department details	
Name	Tel No and Email Address
Cash ☐	Credit ☐ Credit limit requested by Applicant _____ Credit limit granted by Company _____

The applicant hereby agrees to the following terms:

The "Company" means UNIQUE NUMBER PLATE (Pty) Ltd, Registration Number 1984/004894/07 or any of its holding, subsidiary, associated or affiliated companies, their successors in title and assigns.

1. The Company reserves the right at any time to cancel, withdraw, vary or amend any credit facility granted to the Applicant, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owing by the Applicant to the Company will immediately become due, owing and payable.
2. In granting any credit facility, the Company shall be entitled to act either as agent or principal at its election.
3. The Applicant shall not be entitled to rely on the benefit of exception non causa debiti.
4. **All credit facilities shall be subject to terms and conditions of this credit application form and shall operate in addition to the terms on the Company's Standard Trading Terms and Conditions, and tariffs, as amended from time to time, copies of which are available on request.**
5. The decision whether or not to grant credit to the Applicant is in the sole discretion of the Company. A credit agreement between the Applicant and the Company will not have been concluded until the Company has communicated its acceptance of this credit application to the Applicant.
6. The Applicant warrants that all the information contained in this credit application form is true and correct and authorises the Company to use any reasonable means to verify this information.
7. The Applicant warrants that its annual turnover exceeds the thresholds set out in the National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008.
8. The Applicant indemnifies the Company against any and all legal costs (on an attorney and own client scale), including tracing agency fees and collection charges incurred by the Company and in the event that it instructs attorneys to recover any amounts owning to it by the Applicant.
9. The Applicant hereby consents to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division Johannesburg exercising its Admiralty Jurisdiction.
10. The individual signing this agreement on behalf of the Applicant warrants that he/she has the necessary authority to bind the Applicant in the event that it transpires that the said signatory did not have the necessary authority, then in that event, the said signatory will be liable for all the obligations of the Applicant , in his/her capacity as co-principle debtor.
11. In Addition, the signatory hereto binds him/herself as surety and co-principal debtor, entitling the company to recover payment from him/her in his/her personnel capacity in the event that the applicant fails to timeously pay any amount due.
12. The signatory in his/her capacity as surety hereby renounces all benefit arising from or out of the legal exceptions which may be applicable namely the benefits of "excussion", "division", "cession of action", non causa debiti", no value received " and "errori calcult", with the meaning, force and effect whereof the signatory acknowledges him/herself to be fully qualified.
13. The Applicant nominates its street address set out above as its chosen domicilum citandi et executandi for service of any legal notices pleading or documents.
14. No relaxation or indulgence granted to the Applicant by the Company at any time shall be deemed to be a waiver of any of its 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 the Company.
15. Any agreement purporting to vary the terms and conditions set out herein or any consensual cancellation, shall not be valid unless reduced to writing and signed by a duly authorised director of the Company.
16. The Applicant hereby accepts and agrees that all business is undertaken in terms of the Company's Standard Trading Terms and Conditions, which terms and conditions the Applicant acknowledges having read and understood. A copy of the Company's Standard Trading Terms and Conditions is available on request.
17. The Applicant confirms and acknowledges that the Company may provide any registered credit bureau with any of the Applicant's information pertaining to the content of this agreement including the commencement, termination and/or any other related matter.
18. The Applicant by appending its signature hereto undertakes to the Company that: -

18.1 It shall be in position to make payments to the Company in accordance with the terms and conditions of supply of goods by the Company to the Applicant, and that the Applicant has the requisite resources to meet any a debt arising from such supply of goods as and when it becomes due and payable;

18.2 The Applicant has not committed an act of insolvency and that an act of insolvency committed subsequent to signature of this agreement shall be considered a breach of this agreement;

18.3 It is not entered into a compromise with any of its creditors;

18.4 It shall not without the prior written consent of the Company undergo a material restructure should the Applicant be a juristic person.

I/we, the undersigned (full names) _____ and _____do hereby warrant that I/we are duly authorised to make this Credit Application and to sign this agreement on behalf of the applicant and, in addition, I/we sign this agreement in my/our personal capacity as surety and co-principle debtor/s with the applicant.

Signed for and on behalf of the applicant at (place) _____,

on (date) _____,

Applicant's signature _____ Applicant's signature _____

Applicant's name _____ Applicant's name _____

Applicant's designation _____ Applicant's designation _____

Witness signature_____ Witness name _____

STANDARD TRADING TERMS AND CONDITIONS
OF UNIQUE NUMBER PLATE (PTY) LTD hereafter referred to as UNIQUE

1. Unless otherwise agreed in writing by UNIQUE these conditions shall override any terms or conditions stipulated, incorporated or referred to by the Applicant in the order or negotiations.

2. UNIQUE accepts no liability for any direct or indirect loss arising from non-delivery or delay in delivering any goods, caused by war, strike, lock-out, fire, flood, explosion, government restrictions, failure to obtain or shortage of raw materials or any other cause arising whatsoever, which is beyond UNIQUE's control.

3. Any contract entered into by UNIQUE is subject to cancellation or to variation by reason of Force Majeure from any and every cause whatsoever beyond UNIQUE's control including but not limited to war, strikes, lockouts, fire, floods, explosions, government restrictions, failure to obtain or shortages of raw materials or any other cause whatsoever beyond UNIQUE's control.

4. UNIQUE shall be under no liability for any loss or damage resulting from the use or conversion of the goods and the Applicant indemnifies UNIQUE in respect of any claim by a third party for loss or damage resulting as aforesaid.

5. Neither UNIQUE nor anyone else who has been involved in the creation, production, or delivery of products which are the subject of this agreement shall be liable for any direct, indirect, consequential or incidental damages, costs or losses (including, without limitation, damages for loss of profits or revenue, business interruption, loss of information, and the like) arising out of the products or any part thereof being defective in any way or not being suitable for any particular purpose or use whether or not such damages, costs or losses are attributable to any negligence on the part of UNIQUE.

6. The Applicant, by appending its signature hereto, consents to UNIQUE conducting a credit check on the solvency and/or credit record of the Applicant.

7. Should the Applicant's estate be sequestrated or liquidated while it is still indebted to UNIQUE, UNIQUE shall be entitled to cancel the relevant agreement with the Applicant and to repossess the goods sold in settlement of the balance outstanding.

8. All orders placed by the customer with UNIQUE are subject in all respects to approval and acceptance by UNIQUE, in its sole and absolute discretion, and UNIQUE shall not be bound to accept any order placed by the customer or be liable to the customer for any claim of any nature which arises by virtue of its failure to accept and order.

9. The Applicant shall be liable to make payment of the goods to UNIQUE within 30 (thirty) days of delivery or collection of the goods or within such other period of time as may be agreed between UNIQUE and the Applicant in writing.

10. In addition to clause 9 above, the Applicant acknowledges and agrees that all goods supplied by UNIQUE shall be quoted at a net price of goods and all amounts illustrated are exclusive of VAT at a rate of 15% (fifteen percent), if applicable.

11. Ownership of any goods delivered to the Applicant shall remain vested and owned by UNIQUE until time as payment has been received in full by UNIQUE in respect of such delivered goods, the risk in and to such goods shall however pass to the Applicant upon delivery.

12. Should the Applicant fail to honour any and all of its payment obligation timeously the credit account of the Applicant shall be blocked until payment is made in full. Failing which, the matter shall be referred to any registered credit bureau for listing.

13. In an event of dispute arising between the Applicant and UNIQUE pertaining to a payment of any monies due by the Applicant to UNIQUE, or the dates upon which such monies were to be paid, a certificate of payment issued under hand of UNIQUE or any of the authorised representatives of UNIQUE, shall constitute *prima facie* proof of any payments made by the Applicant to UNIQUE, and shall be used as such by UNIQUE in any proceedings against the Applicant.

14. No alleged complaint or dispute shall entitle the Applicant to withhold any payment due to UNIQUE whatsoever.

15. Where a date of delivery is specified, UNIQUE will make every effort to despatch the goods ordered within the stated period. UNIQUE however reserves the right to amend the delivery promise, in the event of circumstances beyond its control.

16. All the risk in and to the goods purchased shall pass to the Applicant upon delivery, which shall be construed to have been effected by:
    - 16.1 Deliveries by UNIQUE, in its own vehicles, upon the goods being offloaded at the Applicant's premises or such other designated premises.
    - 16.2 Deliveries by rail, road, sea or air, upon delivery to the carrier concerned, even should the cost of such carriage be paid or pre-paid by UNIQUE, the Applicant agrees that in all cases the carrier concerned shall be deemed to be the Applicant's agent.

17. Customers wishing to collect products from UNIQUE should allow a 4 (four) hour processing period before arriving to collect the products. Products invoiced to customers for collection will be held for a maximum of 3 (three) working days. Thereafter the products will automatically be returned for credit and resold.

18. In the event of goods damaged in transit, or short delivered no claim for such damage or short delivery can be entertained by UNIQUE unless the carrier concerned and UNIQUE receive written notification of such damage or short delivery within three days of delivery and in which event UNIQUE's liability shall be limited to the cost of replacement or report of any part of the goods damaged in transit or short delivered, or the value of the goods supplied, whichever is the lesser and UNIQUE shall not be liable for any consequential damage arising from such damage in transit or short delivery whatsoever.

19. All prices are net unless otherwise stated and are as per accepted quote.

20. All orders are accepted at the pricing ruling as at the date of despatch of goods ordered unless otherwise specifically agreed.

21. The terms of payment will be Electronic Funds Transfer ("EFT") unless otherwise arranged with UNIQUE's accounts department. Ownership of the goods remain the property of UNIQUE until payment in full has been made in respect of these goods.

22. UNIQUE cannot be held responsible for goods ordered telephonically and are otherwise not confirmed by an official order.

23. In the event of the Applicant being overdue in respect of any payment, UNIQUE may suspend any deliveries without notice to the Applicant and without prejudice to any other legal remedy it may have, until due payment has been made by the Applicant.

24. In the event of UNIQUE initiating legal proceedings of whatever nature for recovery of any amounts outstanding, any costs thus incurred including all legal costs on an attorney and own client scale, collection commissions and costs of any nature whatsoever, shall be paid by the Applicant.

25. In the event of any action being instituted in pursuance of any outstanding amount/s, the Applicant hereby irrevocably consents to the jurisdiction of the magistrate's court, notwithstanding which UNIQUE may elect in any Higher Court of competent jurisdiction.

26. Goods specifically manufactured to the requirements of the Applicant, returned through no fault of UNIQUE, will only be accepted for credit at UNIQUE 's sole and absolute discretion. When such goods are accepted for credit a minimum handling charge of 15% as well as courier costs will be made and deducted from the resultant credit note passed by UNIQUE, in the Applicant's favour.

27. Goods purchased may be returned or exchanged within 30 days from purchase, provided that the original invoice is presented as proof of purchase. The item returned must be in its original condition and in it's original packaging. UNIQUE will process a credit on the customer's account, if originally purchased on account. The Credit Note will reference the Original Invoice Number. In the case of a credit card purchase the credit card holder and relevant card must be presented for a credit card refund. In the case of a cash purchase an EFT into the customer's account will be made. Should the customer elect to exchange the goods, UNIQUE will credit the customer's account against the invoice of the returned goods and issue a new invoice for the goods exchanged.

28. If the original invoice is not available, NO returns or exchanges will be possible.

29. Goods with manufacturing faults will be credited or exchanged provided that:
    - 29.1 Such merchandise is returned within one (1) month of having taken delivery, intact in original packaging.
    - 29.2 Proof of purchase is available.
    - 29.3 The merchandise has been used for its intended purpose.
    - 29.4 Defects are not created through negligent use.

30. A minimum handling fee of 15% (fifteen percent) as well as courier costs will be levied by UNIQUE at its discretion, on all goods accepted for return and the customer shall be responsible for any return transportation costs relating to the returned products.

31. Set off's against money's owning by the Applicant shall not be permissible under this agreement, unless otherwise agreed and accepted in writing by UNIQUE.

SUPPORTING DOCUMENTS REQUIRED :

Kindly mark a ✓ when the following has been attached along with the signed business credit application form :

1. Copy of CK/Incorporation document/s of the legal entity applying for business credit ( )
2. Copy of owners'/directors' ID document who is named in CK/Inc documents provided ( )
3. Copy of Legal entity's registration documents (CIPC incorporation doc's) ( )
4. Valid Resolution authorising the signatory/ies to sign the credit application, if the signatory is NOT the owner or director ( )
5. Copy of the share register, with all full names and contact information of shareholders ( )
6. Copy of all shareholder Identity/Passport documents ( )
7. **PLEASE INITIAL ALL PAGES OF THE BUSINESS CREDIT APPLICATION FORM** ( )