

Powertool Plus (Pty) Ltd  
 5 Mission Road, Anderbolt, Boksburg  
 P.O. Box 40550, Cleveland, 2022  
 Tel: (011) 917 8255  
 VAT No: 4130272877



ESTABLISHED 1984

## CREDIT FACILITY APPLICATION FORM

### APPLICANTS INFORMATION

| INDICATE WITH<br>"X" | LIMITED<br>(LTD) | PROPRIETY<br>LIMITED(PTY) LTD | PARTNERSHIP | SOLE PROPRIETOR | CLOSE<br>CORPORATION |
|----------------------|------------------|-------------------------------|-------------|-----------------|----------------------|
|----------------------|------------------|-------------------------------|-------------|-----------------|----------------------|

|                             |  |                |  |
|-----------------------------|--|----------------|--|
| Registered Name             |  |                |  |
| Trading as                  |  |                |  |
| Previous Trading Name       |  |                |  |
| Company Registration Number |  |                |  |
| VAT Registration Number     |  |                |  |
| Physical Address            |  |                |  |
| Postal Address              |  | Postal Code    |  |
| Telephone Number            |  |                |  |
| Mailing Addresses           |  |                |  |
| Accounts Contact            |  | E-Mail Address |  |

### DETAILS OF DIRECTORS/ MEMBERS/PARTNERS

| FULL NAME | SURNAME | IDENTITY NUMBER | CONTACT NUMBER | RESIDENTIAL ADDRESS | SHARE % |
|-----------|---------|-----------------|----------------|---------------------|---------|
|           |         |                 |                |                     |         |
|           |         |                 |                |                     |         |
|           |         |                 |                |                     |         |
|           |         |                 |                |                     |         |
|           |         |                 |                |                     |         |

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Directors: S.Padayachee; HG Aucamp; P.JL du Plessis; JH Smuts

**TRADE REFERENCES:**

|    | SUPPLIER | TELEPHONE NO. | CONTACT | ACCOUNT NO. |
|----|----------|---------------|---------|-------------|
| 1. |          |               |         |             |
| 2. |          |               |         |             |
| 3. |          |               |         |             |
| 4. |          |               |         |             |

**BANKING DETAILS:**

|                     |  |
|---------------------|--|
| Name of Institution |  |
| Branch Account Held |  |
| Account Name        |  |
| Account Type        |  |
| Account Number      |  |
| Branch Code         |  |

**GENERAL INFORMATION (Mark "X")**

|     |                                                                                                                                                    |                   |                         |       |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------|-------|
| 1.  | Premises                                                                                                                                           |                   | Rented                  | Owned |
| 2.  | If, Rented Landlords Details                                                                                                                       |                   |                         |       |
| 3.  | Consent to perform Credit Checks                                                                                                                   |                   | Yes                     | No    |
| 4.  | Has any judgements been granted against the applicant                                                                                              |                   | Yes                     | No    |
| 5.  | Has the Applicant ever been involved in litigation?                                                                                                |                   | Yes                     | No    |
| 6.  | Are any of the Directors, Members, Owners involved in any litigation?                                                                              |                   | Yes                     | No    |
|     | If Yes, 4,5,6 provide details                                                                                                                      |                   |                         |       |
|     |                                                                                                                                                    |                   |                         |       |
| 7.  | Auditors Details                                                                                                                                   |                   |                         |       |
| 8.  | Auditors Telephone Number                                                                                                                          |                   |                         |       |
| 9.  | Requested Credit Limit (R)                                                                                                                         |                   | Estimated Monthly Spend |       |
| 10. | Customer Representative Details                                                                                                                    | Full Name & Title |                         |       |
|     | Please attach an original resolution authorising the representative to make this application and attach a copy of the Representatives ID document. | Designation       |                         |       |
|     |                                                                                                                                                    | Telephone No.     |                         |       |
|     |                                                                                                                                                    | E-Mail Address    |                         |       |

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## INFORMATION REQUIRED WITH CREDIT APPLICATION

|    |                                                                                                                                                                                                                                                      |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Original Credit Application – with all pages initialled and signed by the sole proprietor / members of the close corporation / directors of the company / trustees of the trust- alternatively the duly authorised person on behalf of the Customer. |  |
| 2. | Copy of Letterhead                                                                                                                                                                                                                                   |  |
| 3. | Bank Letter                                                                                                                                                                                                                                          |  |
| 4. | Copy VAT Certificate                                                                                                                                                                                                                                 |  |
| 5. | Resolution authorising the Customer's Representative to act on behalf of the Company.                                                                                                                                                                |  |

### DEED OF SURETYSHIP

(This Deed of Suretyship is granted towards Powertool Plus (Pty) LTD in accordance with its Basic Terms and Conditions)

1. I/we the signatories do hereby bind myself/ourselves as surety (ies) and co-principal debtor(s), jointly and severally, for all amounts which are now or might in future become payable by the Customer to Powertool Plus(Pty)LTD or its cessionary in the event of a cession, in terms of this agreement, arising out of or incidental to the Agreement. No act of indulgence, relaxation or extension granted by Powertool Plus(Pty)Ltd (including any act or accepting payment after due date or in accepting a lesser sum to the amount due) shall prejudice or affect Powertool Plus's rights in term hereof, and if any action by Powertool Plus results in a novation of any debt of liability arising out of or from this document and I/we undertake and agree to be similarly bound as surety(ies) and co-principal debtors(s) in favour of Powertool Plus(Pty)Ltd of such novated debt or liability. This surety is unlimited.
2. This suretyship shall remain in force as continuing covering security until such time as all the obligations of the Customer to Powertool Plus(Pty)Ltd in terms of this agreement have been properly fulfilled.
3. I/we renounce the benefits of excussion, division, cession of the action, revision of accounts, no value received, and error in calculation, the full meaning and effect whereof I/we know and understand.
4. I/we the undersigned, give consent to Powertool Plus(Pty)Ltd to perform a credit check and/or credit clearance verification and/or business profile analysis on the Customer and/or our/my individual details or both.
5. I/we, as surety(ies) and co-principal debtor(s), jointly and severally in solidum with the Customer for the due fulfilment of all the obligations of the Customer to Powertool Plus(Pty)Ltd as stipulated herein and agree that the Basic Terms and Conditions of Powertool Plus(Pty)Ltd apply, which I fully understand), to him/him/her/them.

I/We undersigned, understand and accept the Agreement, as per the Basic Terms and Conditions, as well as this deed of suretyship.

The physical address appearing hereunder is my/our chosen domicilium citandi et executandi address, being the physical address chosen for all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and serving of any process. I / We shall be entitled from time to time by written notice to Powertool Plus(Pty)Ltd vary my domicilium to any other address in the Republic of South Africa not being a post office box or poste restante.

THUS dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Full Names & ID No's of Surety(s) \_\_\_\_\_

Signature \_\_\_\_\_

Physical Address of Surety(s) \_\_\_\_\_

Initial [     ]

I/We acknowledge that should credit facilities be granted as a result of this application that they may be withdrawn (and/or altered) by Powertool Plus at any time without prior notice, and the decision of whether to grant credit facilities or not to the Applicant is at the sole discretion of Powertool Plus and its Directors. The information supplied by me in this application is true and correct and I/we am/are authorized to make this application.

I/We acknowledge that Powertool Plus's Standard Terms and Conditions have been read and understood.

Thus dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**ON BEHALF OF THE CUSTOMER:**

\_\_\_\_\_

CUSTOMER REPRESENTATIVE  
NAME, SURNAME AND DESIGNATION:

\_\_\_\_\_

\_\_\_\_\_

Thus dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**ON BEHALF OF POWERTOOL PLUS(PTY)LTD:**

\_\_\_\_\_

POWERTOOLPLUS REPRESENTATIVE  
NAME, SURNAME AND DESIGNATION

\_\_\_\_\_

\_\_\_\_\_

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## Terms and Conditions of Sale

### 1. Terms and Conditions of Sale

1.1 Any quotation, tender, order or contract of sale between POWERTOOL PLUS (PTY) LTD (Reg. No.: 2018/636497/07) (hereinafter referred to as "PTP") and the Applicant in respect of products, and any variation thereto, shall be subject to the terms and conditions contained in these Standard Terms and Conditions (hereinafter referred to as "the Terms").

### 2. Quotation and Price

2.1 All prices quoted are strictly net and exclusive of Value Added Tax. All delivery dates are quoted in good faith, subject to prior sales.

2.2 PTP is a supplier and shall not be considered to be a contractor or sub-contractor or in any other way be bound by the terms of any other agreement or contractual document to which PTP is not directly a party.

2.3 PTP accepts no liability for consequential damages and E&OE (Errors and omissions excepted) rule applies to all PTP documents.

### 3. Orders

3.1 Any order by the Applicant for products (including any acceptance of a quotation) shall be duly authorised and recorded on the Applicant's **official order form**, together with the order number, delivery address, invoicing address and all other pertinent details required for PTP to execute the order.

3.3 Orders accepted by PTP may be altered or cancelled with the consent of PTP.

3.6 PTP shall have the right to provide alternative products, with the consent of the Applicant.

### 4. Payment Terms

4.1 The Applicant shall pay to PTP the full amount reflected in the tax invoice issued by PTP:

4.1.1 promptly upon presentation of the Tax Invoice to the Applicant; or

4.1.2 in the case of a Credit Approved Applicant, within 30 (thirty) days from the date of the statement.

4.2 A Credit Approved Applicant, which fails to make payment in accordance with clause 4.1.2, forfeits its' right to credit facilities granted in terms of clause 5 and all amounts outstanding to its account shall become immediately due and payable.

4.3 The Applicant hereby confirms that products delivered with the Tax Invoice issued, duly represent the products ordered by the Applicant at the prices agreed to by the Applicant and that the products were inspected and that the Applicant is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects. All products delivered shall be deemed to be in order as aforesaid unless the Applicant has given PTP written notification of such specific quality, quantity and or other defects within one (1) week of such delivery of products.

4.4 The Applicant shall not withhold payment and agrees that no extension of payment shall be extended to the Applicant and any such extension will not be applicable or enforceable unless agreed to by PTP, reduced to writing and signed by the Applicant and a duly authorized representative of PTP.

4.5 The Applicant agrees that if an account is not settled in full (a) against order; or (b) within the period agreed above in the case of a Credit Approved Applicant, PTP is (i) entitled to immediately institute action against the Applicant at the sole expense of the Applicant, or (ii) to cancel the agreement and take possession of any goods delivered to the Applicant and claim damages, or (iii) to enforce and exercise lien over any item or goods of the Applicant for which the

products were delivered and/or other goods of the Applicant until all amounts owing by the Applicant have been paid in full. These remedies are without prejudice to any other right PTP may be entitled to in terms of this agreement or in law.

4.6 PTP reserves its right to stop supply immediately on cancellation or in the event of non-payment.

4.7 PTP may enter the Applicant's premises to repossess any products delivered by PTP and PTP shall not be liable for any damage relating to the removal of repossessed products.

4.8 All products supplied by PTP remain the property of PTP until such products have been fully paid for, whether such goods are attached to other property or not.

4.9 The Applicant shall be liable for all legal expenses on the attorney-and-own Applicant scale of an attorney and counsel incurred by PTP in the event of (a) any default by the Applicant of (b) any litigation in regard to the validity and enforceability of this agreement. The Applicant shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that PTP may demand.

4.10 The Applicant acknowledges that PTP is entitled in its entire discretion to appropriate any payment made by the Applicant to any part of the account that PTP elects.

### 5. Credit Facilities

5.1 PTP may, in its sole discretion, grant credit facilities to the Applicant.

5.2 PTP shall have the right, in its sole discretion, to amend or withdraw any credit facilities granted to the Applicant, upon written notice to the Applicant, and any amounts then owing to PTP by the Applicant under the credit facilities will become due and payable on demand.

### 6. Delivery

6.1 PTP shall provide the dates and times of delivery of products in good faith and shall not be liable to the Applicant for any subsequent variations.

6.2 Any delivery of products by PTP to the Applicant shall be deemed to be completed when the products are off-loaded at the delivery address of the Applicant and signed for by the Applicant's representative, or when the products are handed over to a third party engaged to transport the products on behalf of the Applicant.

6.3 Delivery will be in full economical loads and at one point only. PTP will under no circumstances string products on site or at the point of delivery.

6.4 The signature of any employee or representative of the Applicant on PTP's Delivery Note/Tax Invoice (copy or original) shall be *prima facie* proof that the correct products were properly delivered to and accepted by the Applicant.

### 7. Return of Goods

7.1 If the Applicant inspects the products and finds all or any of them do not comply with the Tax Invoice or the Applicant's official order, or that they have been incorrectly delivered or damaged, then the Applicant may return the products within 5 (5) working days from date of delivery, in the original packaging with the Goods Returned Note endorsed with details of the complaint.

7.3 Subject to clause 7.1, the Applicant shall not return any products sourced for the Applicant specifically and which PTP does not sell on a regular basis. Refer to Powertool Plus' product returns policy on the website;

[www.powertoolplus.co.za](http://www.powertoolplus.co.za)

## 8. Ownership & Risk

- 8.1 Ownership in the products shall not pass to the Applicant until they have been paid for in full.
- 8.2 All risk in the products shall pass to the Applicant when the products are delivered to the Applicant's premises or collected from PTP's premises by the Applicant, its authorized agent or any third party who engages in the transport of the products on behalf of the Applicant.

## 9. Warranty

- 9.1 PTP warrants that the products shall meet the standards set by the South African Bureau of Standards, and the various manufacturer's standards as dictated to by their relative authorities and governing bodies, provided that the products are not tampered with and stored according to the manufacturer's specifications.
- 9.2 All other warranties, whether express or implied, including any warranty that the products are fit for a particular purpose, including the purpose for which they were ordered, are hereby specifically excluded.
- 9.3 PTP's liability for any breach of this warranty shall be limited to the repair or replacement of the products.

## 10. Exclusion of Liability

- 10.1 PTP shall not be liable to the Applicant for any loss or damage arising out of the improper or negligent use of products, and the Applicant indemnifies PTP against any claims arising from the use of the products by third parties.
- 10.2 PTP shall not be liable to the Applicant for any loss resulting from the delay in or cancellation of the Applicant's order arising from a cause beyond PTP's control, including but not limited to, inability to secure labour, electricity, raw materials, products or supplies, computer services, act of God, war, civil disturbance, riot, state of emergency, strike, lockout, other labour disputes, fire, flood, drought or legislation.
- 10.3 PTP shall not be liable for any negligent or innocent misrepresentation made by it or its' employees.
- 10.4 PTP shall not be liable under any circumstances for any special, indirect or consequential damages, including but not limited to, loss of profit.
- 10.5 All specifications, illustrations, advertisements, brochures and other technical data furnished by PTP in respect of the product are furnished for information proposes only, unless warranted or guaranteed in writing by PTP and accordingly expressly incorporated.
- 10.6 If any non-standard products, or any part of them, are required by the Applicant which are to be supplied in accordance with specifications, measurements and/or other instructions furnished by the Applicant, the Applicant shall not have any claim of whatsoever nature against PTP should such products not comply with the Applicant's requirements due to incorrect and/or inaccurate specifications, measurements and/or other instructions being furnished by the Applicant to PTP.

## 11. Breach

- 11.1 If the Applicant has not paid PTP in full by the due date or breaches any other term of these Terms, or if PTP receives information relating to any application for the liquidation or sequestration, any compromise with creditors or any execution against the assets of the Applicant, then PTP shall have the right, in its sole discretion and without prejudice to any other right it may have in law:
- 11.1.1 Subject to 13.1, cancel this Agreement;

- 11.1.2 to repossess and/or recover any products delivered to the Applicant, whether attached to property or not;
- 11.1.3 to institute action to recover any outstanding amounts, which shall be immediately due and payable, and/ or damages; and/ or
- 11.1.4 to stop or suspend supply of products and to demand payment for products manufactured and/ or awaiting delivery.

- 11.2 No claim under these Terms shall arise unless:

- 11.2.1 it is supported by the original tax invoice.

## 12. Right to update

- 12.1 PTP reserves the right to update these terms and conditions upon written notice to the Applicant.

## 13. General Terms

- 13.1 The terms, conditions and provisions contained herein shall constitute the entire agreement between PTP and the Applicant and no modification, variation, alteration, amendment, consensual, cancelation or otherwise shall be of any force or effect unless agreed to by both PTP and the Applicant.
- 13.2 No indulgence, latitude, extension of time or delay or the like granted by PTP to the Applicant shall in any way whatsoever be constituted as a novation or waiver of any rights which PTP may have against the Applicant nor may operate as an estoppels against PTP.
- 13.3 This Agreement shall be governed by and interpreted in accordance with the Laws of South Africa.
- 13.4 The Applicant shall not cede, transfer or make over its rights nor assign and/or delegate any of its obligations without prior written consent of PTP, which may be withheld. PTP shall at any time in its sole discretion be entitled to cede or transfer and make over all or any of its rights in terms hereof, including all terms and conditions to any third party without the consent of and without prior notice to the Applicant.
- 13.5 The Applicant undertakes to notify PTP in writing of any change of address of its principal place of business and/or registered office where applicable. The Applicant chooses its *domicilium citandi et executandi* for the purpose of service of letters, notices, accounts, summons or any other legal action and/or application and the like for any other purpose, the physical address set out in Section 1 of the Credit Application Form.
- 13.6 The Applicant warrants that its *domicilium citandi et executandi* address is the correct address, and that the it is the sole responsibility of the Applicant to notify PTP in writing within 14 (fourteen) days per prepaid registered post of its Intention to vary its address details which is not a post address, PTP will verify the change per corresponding writing to give effect to the amended change.
- 13.7 The Provisions of the agreement are intended to be interpreted and construed in a manner so as to make such provision valid, binding and enforceable. In the event that any provision of the agreement is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make provision valid binding and the effect of enforceability of the remaining provisions of the contract shall not be affected or impaired in any manner.

Thus dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of 20 \_\_\_\_\_

Duly Authorised (Signature) \_\_\_\_\_

Full Name \_\_\_\_\_ Designation \_\_\_\_\_