



**S&N RUBBER (PTY) LTD**

**(Registration Number: 2000/016540/07)**

**CREDIT APPLICATION FORM**



**S&N RUBBER (PTY) LTD**

(Registration Number: 2000/016540/07)

Physical Address

98 Burman Road  
Deal Party  
PORT ELIZABETH  
6001

Postal Address

P.O. Box 5656  
Walmer  
6070

Contact Details

Tel: 27 41 486-1505  
Fax: 27 41 486-1639

**CREDIT APPLICATION FORM**

**OUR TERMS ARE STRICTLY 30 DAYS AND ALL GOODS ARE SOLD SUBJECT TO OUR STANDARD TRADING CONDITIONS**

1. Customer's Name: \_\_\_\_\_

Registration/Identity Number: \_\_\_\_\_

VAT Number: \_\_\_\_\_  
(Please attach VAT Certificate or copy of invoice, whatever is applicable)

Identity number if customer is a private individual: \_\_\_\_\_

Marital status if customer is a private individual: \_\_\_\_\_

Name and address of spouse if customer is a private individual: \_\_\_\_\_

\_\_\_\_\_

2. Type of entity: (mark appropriate box)

Private Company Proprietorship	Close Corporation	Trust	Partnership Sole
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3. Physical address: \_\_\_\_\_  
\_\_\_\_\_

4. Postal address: \_\_\_\_\_ Code: \_\_\_\_\_

5. e-mail address: \_\_\_\_\_

6. Contact Person: Accounts \_\_\_\_\_ Buyer \_\_\_\_\_

7. Telephone number: \_\_\_\_\_ Telefax number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

8. Registered office address: \_\_\_\_\_

9. Auditor's name: \_\_\_\_\_

10. Name's and residential addresses of directors/members/trustees/partners/proprietor/s  
(delete whichever is inapplicable) (use an Annexure if required)

10.1 \_\_\_\_\_

10.2 \_\_\_\_\_

10.3 \_\_\_\_\_

10.4 \_\_\_\_\_

11. Appropriate credit limit required: \_\_\_\_\_

12. Trade References

	CLIENT	ACCOUNT #	TEL. #
12.1	_____	_____	_____
12.2	_____	_____	_____
12.3	_____	_____	_____
12.4	_____	_____	_____

13. Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Account # \_\_\_\_\_

14. Landlord's Name: \_\_\_\_\_

Telephone # \_\_\_\_\_

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

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NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

I,

Full Name: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Declare that I am authorised to sign this Credit Application. I have read and understand the Conditions of Sale forming part of this Credit Application and accept that they are binding on each and every transaction.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PLACE**

\_\_\_\_\_  
**DATE**

**OFFICIAL STAMP**

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*(Please affix official Corporate / Business stamp here)*

**FOR OFFICE USE ONLY:**

CREDIT APPROVED:

YES	NO
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APPROVED CREDIT LIMIT:

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APPROVED BY (SIGNATURE):

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DATE:

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SPECIAL COMMENTS:

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SURETIES REQUIRED:

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**S&N RUBBER (PTY) LTD**  
**(Registration Number: 2000/016540/07)**



**SURETY**

**S&N Rubber (PTY) LTD**  
(Registration Number: 2000/016540/07)

**SURETYSHIP**

SURETY'S FULL NAMES : .....  
(the 'SURETY')

I.D. NUMBER: .....

RESIDENTIAL ADDRESS .....

.....

PRINCIPAL DEBTOR: .....  
(the "DEBTOR")

S&N Rubber (Registration Number: 2000/016540/07).....  
(the "CREDITOR")

The SURETY is hereby bound as surety and co-principal debtor to the CREDITOR for all and any present or future obligations of the DEBTOR to the CREDITOR on the following terms:-

1. This Suretyship is not dependent on any other suretyships being given or remaining in force.
2. The SURETY'S liability shall not be altered or reduced by virtue of any arrangements that may be made between the DEBTOR and the CREDITOR or by the insolvency or liquidation of the DEBTOR.
3. The Suretyship shall remain in force until the SURETY is released in writing by the CREDITOR.
4. The SURETY accepts that the extent and terms of the credit given to the DEBTOR are in the discretion of the CREDITOR and are within the DEBTOR'S contractual powers.
5. The SURETY accepts that a certificate stating the amount of the debt, and signed by a Member or Manager of the CREDITOR shall be proof of the liability of the SURETY and DEBTOR for the purposes of Court proceedings until the contrary is proved by the SURETY.
6. No alteration to this Suretyship or prior representation shall be binding on the supplier unless agreed to in writing by the CREDITOR.
7. The SURETY will at least once a year or on request provide full financial statements to the CREDITOR.
8. The SURETY consents in terms of Section 45 of Act No. 32 of 1944 (the Magistrate's Court Act) to the jurisdiction of the Magistrate's Court of the district entitled to hear the action in terms of Section 28 of the Act. This consent does not exclude the jurisdiction of any other competent Court.
9. The CREDITOR may recover in any action against the SURETY costs taxed between Attorney and own client, collection commission and tracing agent's fees.
10. The CREDITOR shall not be required to firstly sue the DEBTOR or any other sureties and shall be entitled to recover in full from the SURETY. The SURETY abandons all legal benefits and exceptions which may be available to the SURETY.
11. The residential address of the SURETY is appointed by the SURETY as the address where Court process and notice may be served or given (i.e. domicilium citandi et executandi).
12. The SURETY may not recover from the DEBTOR or the DEBTOR'S Estate until the CREDITOR has been paid in full.

**SIGNED BY THE SURETY at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_ **200** .

**AS WITNESSES**

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

2. \_\_\_\_\_ **SURETY**

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**S&N RUBBER (PTY) LTD**  
(Registration Number: 2000/016540/07)

**STANDARD CONDITIONS OF SALE**



## STANDARD CONDITIONS OF SALE

Except as otherwise agreed in writing, all transactions, quotations, tenders, offers and contracts (whether written or oral) for the supply of the Goods by S&N Rubber to the Customer, shall be subject to these standard terms and conditions of sale.

### 1. DEFINITION

Unless clearly inconsistent with the content, the following words shall bear the following meaning.

- 1.1 "S&N Rubber" means S&N Rubber (Pty) Ltd (Registration No: 2000/016540/07) of 98 Burman Road Deal Party, Port Elizabeth.
- 1.2 "Good" means all goods sold to the Customer, being specialized rubber compounds or components manufactured or supplied by S&N Rubber.
- 1.3 "Customer" means the purchaser of the Goods from S&N Rubber.
- 1.4 "Incoterm" means Incoterm 2000, being the official rules for the interpretation of trade terms issued by the International Chamber of Commerce.
- 1.5 "Premises" means 98 Burman Road Deal Party, Port Elizabeth.
- 1.6 "Carrier" means any conveyer appointed to transport the Goods from the Premises to a destination nominated by either S&N Rubber or the Customer, regardless of whether such conveyance would be affected by air, sea, or land.

### 2. PURCHASE AND SALE

- 2.1 The Customer shall be bound by these standard terms and conditions of sale in all transactions for the purchase of Goods.
- 2.2 The Customer shall inform its clients that the Goods are sold subject to these standard terms and conditions of sale and shall be deemed to have so informed its clients in respect of all sales of the Goods by the Customer to its clients.

### 3. ORDERS

S&N Rubber reserves the right, in its sole discretion, to decline any order or to suspend or decline the manufacture or delivery of the Goods to the Customer.

### 4. PAYMENT

- 4.1 Unless otherwise agreed to by S&N Rubber in writing, payment of all amounts owing by the Customer to S&N Rubber shall be effected:
  - (a) Within 30 (THIRTY) days from date of statement by S&N Rubber, which date shall be deemed to be the last day of every month following that during which the statement was rendered;
  - (b) Without deduction or set-off;
  - (c) By way of electronic inter bank funds transfer;
  - (d) Into such account as S&N Rubber must specify in writing.
- 4.2 All amounts overdue for payment shall accrue interest at a rate of 2% per month, or the maximum rate permitted in terms of the Usury Act, 73 of 1963, which ever is the lesser. The interest shall be calculated and compounded monthly in arrears from the due date until final payment.

### 5. MODE OF DELIVERY (EXPORT)

In respect of deliveries destined for export from South Africa, and unless agreed to the contrary in writing, all goods shall be delivered DAF in accordance with Incoterms, at a port of exit in South Africa nominated by the Customer in writing, subject to the following:

- 5.1 If the Customer did not specify a port of shipment, the port shipment shall be the Port Elizabeth Harbour;
- 5.2 Delivery to the Port Elizabeth Harbour shall be effected by a Carrier nominated by S&N Rubber;
- 5.3 The Goods shall be offloaded at the Port of Shipment by the Customer;
- 5.4 All risk in and to the Goods shall pass to the Customer against presentation for delivery at the Port of Shipment.

### 6. MODE OF DELIVERY (LOCAL)

- 6.1 In the absence of a written agreement to the contrary, delivery shall be affected by S&N Rubber to the customer, ex-works, in accordance with Incoterm.
- 6.2 If S&N Rubber agrees to transport Goods to the Customer, at the cost of S&N Rubber, delivery and passing of the risk shall be deemed to have taken place when the Goods are off loaded at the premises nominated by the Customer for delivery. The signature of any employee of the Customer on S&N Rubber's delivery note or invoice or nominated carrier documentation shall be prima facie proof of the proper delivery of the Goods.
- 6.3 If delivery is affected to the Customer by a Carrier nominated and paid for by the Customer, the Carrier shall be the Customer's agent and delivery to such Carrier by S&N Rubber shall be deemed to be delivery to the Customer. The signature of any employee of the Carrier shall be *prima facie* proof of proper delivery to the Customer.
- 6.4 If S&N Rubber, at the Customer's request, agree to engage a carrier to transport Goods to Customer, such carrier shall be the Customer's agent and S&N Rubber shall engage the carrier on such terms and conditions it considers fit. The Customer indemnifies S&N Rubber against all demands and claims which may be made against it by the Carrier so engaged, and all liability or costs which S&N Rubber incurs in this regard.
- 6.5 Delivery of Goods to any delivery address specified by the Customer shall constitute proper delivery of the Goods, despite the fact that such address might not have been the address or the premises of the Customer.
- 6.6 If the Customer fails to accept delivery of goods ordered, or in any way delay the delivery of Goods ordered, the risk in the Goods shall immediately pass to the Customer against tender of delivery by S&N Rubber, and the Customer shall be liable to S&N Rubber for the reasonable cost of storage, insurance and handling of the Goods until delivery takes place provided S&N may, in its sole discretion, elect to terminate the contract and to sell the goods, and to use the proceeds to offset, in whole or in part, any losses occasioned losses or damages suffered by S&N Rubber as a result of the termination of the contract.

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6.7 Unless the Customer objects to the correctness of any entry on any statement or invoice within 60 (SIXTY) days of the date of statement or invoice, it shall be deemed that the Customer accepted the entries as correct and has waived any right of recourse.

7. **SET OFF**

The Customer shall not withhold payment for the Goods under any circumstances and waives any right of set off against S&N Rubber in respect of any amount which may now or in the future become owing by S&N Rubber to the Customer.

8. **DELIVERY**

8.1 Provided orders or production or schedules are placed timeously with S&N Rubber, and are accepted by S&N Rubber, S&N Rubber will make all reasonable efforts to meet the customers delivery requirements.

8.2 The obligation of S&N Rubber to deliver Goods shall be subject to the following conditions:

- (a) The availability to S&N Rubber of the Goods or raw materials required for the manufacturing of the Goods;
- (b) Timeous receipt by S&N Rubber of any drawings, designs and specifications required for purposes of manufacturing the Goods;
- (c) Time shall not be of the essence and any delivery date or time quoted by S&N Rubber shall be treated as an estimate based on the most recent information available to S&N Rubber.

8.3 Delivery of the Goods at the place of delivery nominated by the Customer shall constitute good delivery, whether or not anyone receives delivery on behalf of the Customer.

8.4 Although S&N Rubber will endeavour to deliver the Goods according to the Customer's requirements, S&N Rubber will not be bound by the Customer's delivery requirements and shall not be liable in any manner whatsoever for any failure or delay in delivery.

8.5 S&N Rubber shall in its discretion be entitled to make and invoice part deliveries of Goods ordered.

8.6 When making delivery at the Customer's premises or other premises nominated by the Customer, the Customer shall be responsible for receiving, unloading and checking the Goods in the presence of the S&N Rubber representative affecting the delivery.

8.7 If short delivery is affected, the Customer shall forthwith upon delivery endorse S&N Rubber's copy of the delivery documentation, specifying details of the short delivery. Within 3 (THREE) days of such delivery, the Customer shall lodge a claim with S&N Rubber in respect of such short delivery, failing which it shall be deemed that delivery was affected in compliance with the information stated on the applicable delivery note.

8.8 If a visibly damaged, obviously defective, over supply or wrong product delivery is undertaken, the Customer shall forthwith upon delivery endorse S&N Rubber's copy of the delivery documentation detailing the applicable error and or matter. The Customer shall within 3 (THREE) days of such delivery notify S&N Rubber of such an incident or occurrence in the Goods delivered and within this period, shall return all the damaged and defective Goods to S&N Rubber for inspection and verification of the claim.

8.9 If S&N Rubber agrees with the Customer's claims, S&N Rubber will either make up the shortfall or replace the damaged or defective Goods, as the case may be, at the cost of S&N Rubber.

8.10 S&N Rubber shall not be liable to the Customer for any loss or damage howsoever arising, whether direct or consequential, as a result of any short or late delivery or the delivery of damaged or defective Goods.

9. **OWNERSHIP**

9.1 S&N Rubber shall remain the owner of the Goods until they are paid in full by the Customer.

9.2 The Customer shall ensure that until paid for, the Goods remain separate from other products sold by the Customer and readily identifiable as S&N Rubber Goods.

9.3 If the Customer fails to pay any amount due to S&N Rubber in respect of a consignment of Goods, S&N Rubber shall be entitled to repossess the Goods, without prejudice to any of its other rights.

9.4 For so long as ownership in the Goods remain vested in S&N Rubber, the Customer shall:

- (a) Keep the Goods free from attachment, any landlord's hypothec, lien or other legal encumbrance, charge or process;
- (b) Not without S&N Rubber's prior written consent sell, or in any way dispose of the Goods;
- (c) Notify its landlord of S&N Rubber's reservation of ownership in the Goods;
- (d) Keep the Goods insured against loss or damage through fire, theft or any risk with a reputable insurer, for the replacement value thereof. The Customer shall pay the premiums arising from such insurance promptly and upon request, shall forthwith on demand display the insurance policy and proofs of payment to S&N Rubber.

9.5 Goods in the possession of the Customer bearing the name, trade mark, labels or mark-up of S&N Rubber shall be deemed to be those for which payment has not been made, unless proven to the contrary.

10. **RISK**

On delivery of the Goods to the Customer, the risk in and to the Goods shall pass to the Customer, notwithstanding that the ownership in the Goods remains vested in S&N Rubber.

11. **WARRANTY**

11.1 The Goods supplied by S&N Rubber shall:

- (a) If manufactured in accordance to the specifications of S&N Rubber, be fit for the purposes for which is manufactured or;
- (b) If manufactured according to specifications supplied by or on behalf of the Customer, be manufactured in accordance with such specifications.

11.2 Save to the extent provided for in this clause, S&N Rubber makes no representations whatsoever and gives no guarantees against latent or patent defects in the Goods. All

conditions and warranties whatsoever in respect of the Goods, whether flowing from statute, the common law or otherwise, are excluded.

11.3 S&N Rubber shall not incur any liability or whatever nature for any injury, loss or damage to any person or property arising from the use of the Goods.

11.4 The Customer shall ensure the Goods are handled, installed, used, operated and otherwise dealt with in a normal and proper manner and where applicable, consistent with the instructions given by S&N Rubber.

**12. DEFECTS**

12.1 If the Customer claims a defect in Goods delivered by S&N Rubber to exist, the Customer shall:

- (a) Notify S&N Rubber the existence of such defect within 5 (FIVE) working days from the date upon which the defect did, or should reasonably have come to the knowledge of the Customer; and
- (b) Ensure that the allegedly defective Goods are not destroyed or disposed of; and
- (c) At the request of S&N Rubber, return the allegedly defective Goods to such address as S&N Rubber may nominate, at the cost of the Customer;
- (d) Allow S&N Rubber a reasonable opportunity to inspect the allegedly defective Goods for the existence of the alleged defects.

failing which the Goods shall be deemed to have been delivered to the Customer free of any defect, and S&N Rubber shall be under no obligation to refund the Customer, or replace the allegedly defective Goods.

12.2 The liability of S&N Rubber to the Customer for the supply of defective Goods shall be limited to:

- (a) The replacement of the defective Goods within a reasonable time or;
- (b) Refund by S&N Rubber to the Customer of the invoiced value to the Customer of the defective Goods;
- (c) Transport and handling costs for all defective and replacement goods.

**13. INDEMNITY**

13.1 S&N Rubber shall not be liable for any claims of whatsoever nature and howsoever arising from direct or consequential loss or damage sustained by the Customer or any of the Customer's clients in connection with the use of the Goods and the Customer hereby indemnifies S&N Rubber against all such claims.

13.2 The Customer warrants and undertakes that it will not dispose of the Goods to, or use it on behalf of third party or allow it to be acquired or used by a third party unless such third party agrees to be bound by the provisions of this agreement.

13.3 If and to the extent that any claims may be instituted by a third party against S&N Rubber, the Customer indemnifies S&N Rubber against such claims.

**14. VIS MAJOR**

S&N Rubber shall not be liable to the Customer for any delay or defect caused to the Goods, whether directly or indirectly by any cause beyond the reasonable control of S&N Rubber, including but not limited to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in South Africa, strikes, lockouts, or labour difficulties.

**15. PRIVACY**

15.1 The Customer agrees that any personal information given in a Credit Application Form to S&N Rubber shall be used for purposes of assessing the credit worthiness of the Customer.

15.2 The Customer confirms that any information supplied to S&N Rubber by the Customer in any Credit Application Form or other documentation shall be accurate and complete.

15.3 The Customer further agrees to update the information supplied as and when necessary, in order to ensure the information remains accurate.

15.4 The Customer consents to S&N Rubber contacting and requesting information regarding the Customer from any person, credit bureau or business and to obtain any information relevant to the credit assessment of the Customer by S&N Rubber, including but not limited to information regarding the amount purchased from suppliers, per month, length of time, types of goods or services purchased and the manner and time of payment.

15.5 The Customer agrees and understands that any information supplied in confidence to S&N Rubber by a third party regarding the Customer will not be disclosed to the Customer.

15.6 The Customer consents and authorizes S&N Rubber to supply credit information regarding the Customer's dealings with S&N Rubber to a credit bureau and to any third party seeking a trade reference regarding the Customer from S&N Rubber.

**16. CUSTOMER'S DOCUMENTATION**

16.1 In all transactions with the Customer, any clauses or conditions contained in or forming part of the Customer's documents shall not amend or modify these Standard Terms and Conditions of Sale and S&N Rubber shall not be bound thereby.

16.2 These standard terms and conditions of sale shall supercede any conflicting clauses or conditions, whether verbal or whether contained in any of the Customer's documents.

**17. PROPRIETARY RIGHTS**

The Customer shall not do anything to infringe the proprietary rights of S&N Rubber in respect of the Goods.

**18. CREDIT**

S&N Rubber shall in its sole and absolute discretion and on notice to the Customer be entitled to alter any credit facilities granted to the Customer. S&N Rubber shall be entitled to ask the Customer, who shall be obliged to provide, security or guarantees acceptable to S&N Rubber to secure payment of the purchase price of the Goods.

**19. EXCHANGE RATE**

19.1 In respect of any transaction for which S&N Rubber quotes in Rands and the exchange rate applies, S&N Rubber will be paid the Rand equivalent of the quoted price irrespective of the exchange rate ruling at the date of payment.

19.2 In respect of import/export sales, the Customer shall be responsible for obtaining all the

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necessary Governmental approvals and requisite permits. S&N Rubber shall make reasonable endeavours to assist the Customer in this regard in so far as this may be necessary.

19.3 If any such authorization or permit is refused or revoked, the Customer shall make good all expenses or losses S&N Rubber may have incurred in assisting the Customer to secure such authorizations or permits, provided that loss or profit will be excluded unless the refusal or revocation is due to fault on the Customer's part.

**20. INDULGENCE**

No relaxation or indulgence granted to the Customer by S&N Rubber, at any time, shall be deemed to be a waiver of any of the S&N Rubber's rights in terms hereof, and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions set out herein, or create any estoppels against S&N Rubber.

**21. LEGAL COSTS**

The Customer shall pay all legal costs, including attorney and client costs and collection commission, which S&N Rubber may incur in taking any steps pursuant to any breach of these standard terms and conditions of sale.

**22. TERMINATION**

22.1 If the Customer:

- (a) Breaches any condition contained in these conditions;
- (b) Fails to pay any amount due and payable on due date;
- (c) Permits any final civil judgment to be taken or entered against it to remain unsatisfied for more than 7 (SEVEN) days;
- (d) Causes a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;
- (e) Dies;
- (f) Commits an act of insolvency;
- (g) Is placed under any order of provisional or final sequestration, provisional or final winding up, or provisional or final judicial management, as the case may be,

then and in that event S&N Rubber shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of the Goods to the Customer without notice, and to repossess the Goods sold and delivered by S&N Rubber to the Customer, or to claim specific performance of all the Customer's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to S&N Rubber's other remedies.

**23. APPLICABLE LAW**

All disputes arising in connection with this agreement shall be determined in accordance with the laws of the Republic of South Africa by a South African Court.

**24. MAGISTRATE'S COURT**

The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act, 32 of 1944 in respect of any claims, notwithstanding that the amount of the claims may exceed the jurisdiction of the Court. However, this consent shall not preclude S&N Rubber from proceeding in any other Court of competent jurisdiction.

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