

P.O. Box 12180	<b>Commco</b>	Tel: 041-5859330
Moffat Place 6002	Commercial Communications & Security	Fax: 041-5858499

<b>APPLICATION FOR CREDIT FACILITIES</b>	<b>Customer Number</b>
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NB: The completion of this Credit Application does not imply the granting of credit.

Trading Name:		Date:
Registered Name:		
Registration Number:		Date of Registration:
Holding Company:		
Type of Business:	Public Co.   (Pty) Ltd   Sole Prop.   Partnership   Closed Corp.   Branch	tick one
Address Details:	Mail/Postal Address	Registered Address   Delivery Address
Postal Code:		
Telephone Numbers:	Phone:	Fax:   Cell:
Premises:	Owned   Rented   Leased	Owned by an associated (state name)   tick one
E-Mail Address:		

**BANKERS DETAILS**

Bank Name:	Branch:	A/C #
How long have you dealt with this bank:		If less than 5 years, please complete the following
Previous Bankers:	Branch:	A/C #
Do you have access to electronic banking facilities:	Yes   No	Intend to   tick one

**OWNERS DETAILS**

Names & Addresses of Partner, Directors, Owners, Memembers	Identification Number
	1
	2
	3
	4
	5

**TRADE REFERENCES**

Company Name	Dial Code	Telephone Number	Terms	Limit	Comments

**PERSONNEL**

General Manager:	Marketing Manager:
Sales Manager:	Technical Manager:
Buyer:	Accounts:

**MAIN BUSINESS ACTIVITIES**

Security Equipment Installer	Access Control Installer	tick where app.
CCTV Equipment Installer	Intercom Equipment Installer	tick where app.
Electric Fence Installer	Retail Shop	tick where app.
Security Equipment Distributor	Consultant/Specifier	tick where app.

**SHIPPING OF GOODS TO YOU**

Collect Myself	Commco Courier	Parcel Post	Insured Post	COD PP	Own Courier	Other
Own Courier Details:						Service Required:

**PLEASE ENSURE THAT YOU HAVE READ, UNDERSTOOD, AND SIGNED THE ATTACHED CONDITIONS OF SALE FORM. WE MUST RECEIVE THE ORIGINAL.**

1. The terms stated herein are the sole terms of this contract. No amended, different or additional terms and conditions that you seek to attach to the contract will be applicable unless we agree thereto in writing.
2. Payment in respect of the goods shall be made on a "Cash on Delivery" basis, unless credit facilities have been afforded in advance by the seller, in which case payment must be made by the 25<sup>th</sup> day of the month following date of statement.
3. All prices are subject to change without prior notice, and are on an Ex Warehouse basis, unless otherwise agreed to in writing.
4. Ownership: Ownership of the goods hereby sold, shall remain vested in the seller, until the full purchase consideration has been paid.
5. Guarantee: The subject matter is, unless otherwise indicated on the face hereof guaranteed for a period of twelve (12) months from the date of delivery, provided that our liability in terms hereof shall be strictly limited, at our option, to either refunding the contract price or replacing the subject matter, which replacement the purchaser shall be obliged to accept. Without limiting the generality of the foregoing, we shall not be liable for any loss of profit or consequential loss or damages of any nature whatsoever, or for any loss, damages or costs arising from third party claims.
6. Save for the contents of 5 above, we do not give any warranty or guarantee, whether expressed or implied, or make any representation whatsoever in respect of the subject matter or its fitness for any particular purpose, other than may have been expressly given in writing and the purchaser shall not be entitled to rely, in entering into our contract, upon any representation made by us or on our behalf.
7. User competency: The purchaser shall ensure that the technician engaged in the installations is adequately trained and is fully cognizant of the manner and method of operation and installation of the subject matter. We, our servants or our agents accept no responsibility for the loss or damages which might arise by reason of the death or personal injury to any person engaged in the installation of the subject matter. Neither we, our servants nor our agents will be under any liability in respect of defects of goods delivered or for any injury damage or loss – be it direct or consequential and notwithstanding that the same may be due to the negligent act or omission of ourselves, our servants, or our agents; and our liability under this clause shall be in lieu of any warranty or condition implied by law as to quality of fitness for any particular purpose of such goods.
8. Delivery: The date or dates of delivery agreed by us are given in good faith and reasonable effort will be made to comply with them, but they shall be treated as approximates only and shall not be capable of being made of essence of this contract.

**We agree to the Terms and Conditions above**

Signed: \_\_\_\_\_

Designation: \_\_\_\_\_

In no event will liability be accepted by us for any loss or consequential loss caused through non-delivery or delay. The risk in the subject matter shall pass the purchaser upon delivery being effect in terms hereof. In the case of delivery by any party other than ourselves, liability for the goods purchased shall pass to the purchaser, at the time the goods leave our premises. Unless we are notified within forty-eight (48) hours of delivery of the subject matter to the purchaser, in writing, of any defect therein, the purchaser will be deemed to have acknowledged that the subject matter was delivered in good order and condition.

9. In the case where goods are delivered by any party other than ourselves, we shall not be held liable for any damages or loss of such goods in the course of such delivery

10. Failure of Payment: Should the purchaser fail to make any payment to us in terms hereof, or breach any other obligation under this contract, or be placed in provisional or final liquidation or judicial management, or be provisionally or finally sequestered, or deliver notice of his intention to surrender his estate as insolvent, and should the purchaser fail to remedy such failure or breach within ten (10) days after a written demand shall have been sent to him by pre-paid ordinary post at the address stated on the face hereof, then we shall be entitled to either:

10.1 to suspend performance of our obligations under the contract until such failure or breach has been remedied, and any accrued interest, and/or loss of trade discount has been paid,

or

10.2 to cancel this contract as well as any other contract that may exist between the purchaser and ourselves and in either event, to claim and recover from the purchaser such damages as we may suffer.

11. In the event of the applicant being a Company or a Close Corporation, then the signatory for and on behalf of such an applicant, hereby binds himself as surety and Co-Principal Debtor, in solidum for the due and proper compliance of all duties and obligations of the applicant.

12. No indulgence or forbearance by us, shown or granted to the purchaser, whether in respect of these conditions or otherwise shall in any way affect or prejudice our rights against the purchaser or be taken as a waiver of any of our rights or any of these conditions.

13. We shall be entitled, at our option, to institute any legal proceedings which may arise out of, or in connection with this Agreement in any magistrate's court having jurisdiction over the purchaser, notwithstanding that such claim may exceed the jurisdiction of such magistrate's court and the purchaser hereby consents to any such proceedings being determined in the magistrate's court.

Date: \_\_\_\_\_

**IMPORTANT:**

**Please attach a copy of your VAT registration certificate, and a cancelled cheque to this application. Without this documentation we will be unable to process the application.**

## **COMMCO DEED OF SURETYSHIP**

(To be completed by all purchasers – whether on credit or cheque payment)

I, \_\_\_\_\_ (name in full) being a sole trader, a partner in a partnership, director of a (Pty) Ltd. or, a member of a CC known as:

\_\_\_\_\_

Have applied for purchasing facilities with Commercial Communications & Security (Commco). By my signature hereto, (which appears below) hereby bind myself in my private and individual capacity as surety and co-principal debtor in solidum with the applicant, in favour of the creditor, for the due performance of any obligation of the applicant and for the payment to the creditor by the applicant of any amounts which may at any time become owing to the creditor by the applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing. Any claims for damages and actions against the applicant acquired by way of cession of this suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing, by the creditor and then only, provided that all sums then owing by the applicant (whether due or not) to the creditor have been paid in full. I hereby renounce the benefits of the legal exceptions “non causa debiti”, “ordinis seu excessionis et divisionis”, and “cession of action”, with the force, meaning and effect of which I declare myself fully acquainted.

I furthermore record that if more than one person has appended his signature hereto there shall come into existence a separate, distinct and independent contract of suretyship/guarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship/guarantee is not binding (for whatsoever reason) on any one signatory, then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

The applicant and I warrant that the information submitted above is true and correct in all respects.

Signed by the applicant or its duly authorised agent/signatory (and by myself in my personal capacity as surety) who hereby warrants that he is authorised to sign on behalf of the applicant.

SIGNATURE 1: \_\_\_\_\_ FULL NAME: \_\_\_\_\_

SIGNATURE 2: \_\_\_\_\_ FULL NAME: \_\_\_\_\_

SIGNATURE 3: \_\_\_\_\_ FULL NAME: \_\_\_\_\_

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_

DETAILS RECORDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_