



SAMSON CONTROLS (PTY) LTD.

SAMSON CONTROLS (PTY) LTD. · P.O. Box 305 · Milnerton, 7435 · Cape Town · South Africa

## APPLICATION FOR CREDIT FACILITIES

### PLEASE NOTE

- 1) To be completed by the applicant and printed in ink.
- 2) Every page to be initialed by the Customer and two witnesses.
- 3) Every question to be answered or stated "not applicable"
- 4) The following documents needs to be submitted with this application:
  - (a) A copy of the BBBEE certificate;
  - (b) Vat certificate and company registration certificate
  - (c) Confirmation of banking details
  - (d) Copies of the directors/members ID's to the extent applicable)
  - (e) Bank Code Letter for the credit requested

**1. REGISTERED / OFFICIAL NAME OF COMPANY / PARTNERSHIP / SOLE TRADER:**

--	--	--	--

**2. TRADING AS:**

--	--	--	--

**3. PHYSICAL ADDRESS:**

--	--	--	--

**4. TELEPHONE NO:**

--	--

**5. FAX NO.:**

**6. REGISTERED ADDRESS OF COMPANY / CC: (Domicilium citandi et executand)**

--	--	--	--

**7. DIRECTORS / PARTNERS / MEMBERS OR OWNERS FULL NAMES AND RESIDENTIAL**

**7.1 FULL NAMES**

--	--	--	--

**ID or PASSPORT No.**

--	--

**APPOINTMENT DATE**

--	--

**ADDRESS**

**7.2 FULL NAMES**

--	--	--	--

**ID or PASSPORT No.**

--	--

**APPOINTMENT DATE**

--	--

**ADDRESS**

**7.3 FULL NAMES**

--	--	--	--

**ID or PASSPORT No.**

--	--

**APPOINTMENT DATE**

--	--

**ADDRESS**

**8. FOR SOLE TRADERS**

--	--	--	--

**DATE BUSINESS COMMENCED**

--	--

**MARITAL STATUS (C.O.P. or ANC)**

SAMSON CONTROLS (PTY) LTD.

15 Kunene Circle, Omuramba Business Park, Milnerton, Cape Town, 7441 · South Africa Registered Office in South Africa

Phone: + 27 (21) 5526088/9, 5526510, 5511435

Fax: +27 (21) 5512515

E-mail: sales@samson-sa.com

Internet: www.samson-sa.com

Reg. No. 1948/030256/07 · VAT No. 4160101764

Directors:  
Mr. C Raschke (Germany)

Standard Bank of South of South Africa Ltd.:  
Milnerton branch code: 026509 · Account No. 272083003

9.	<b>CONTACT DETAILS</b>			
	<b>SALES</b>		<b>ACCOUNTS</b>	
	<b>NAME</b>		<b>NAME</b>	
	<b>TELEPHONE No</b>		<b>TELEPHONE No</b>	
	<b>FAX</b>		<b>FAX</b>	
	<b>E-mail</b>	<b>E-mail</b>		
10.	<b>BANKING DETAILS</b>			
	<b>BANK</b>		<b>ACCOUNT No.</b>	
	<b>BRANCH CODE</b>		<b>COPY OF CANCELLED CHEQUE REQUIRED</b>	
11.	<b>AUDITORS DETAILS</b>			
	<b>NAME</b>			
	<b>ADDRESS</b>			
	<b>TELEPHONE No</b>		<b>FAX</b>	
12.	<b>BUSINESS INFORMATION</b>			
	<b>COMPANY REGISTRATION No.</b>		<b>VAT NUMBER</b>	
12.1	<b>ARE ANY ASSETS OF THE BUSINESS CEDED, PLEDGED OR MADE OVER BY AGREEMENT?</b>			<b>YES OR NO</b>
	<b>IF YES GIVE DETAILS</b>			
12.2	<b>TYPE OF BUSINESS (eg Distributor, Manufacturer )</b>			
12.3	<b>WebSite URL</b>			
13.	<b>TRADE REFERENCES</b>			
13.1	<b>COMPANY NAME</b>			
	<b>TELEPHONE No</b>		<b>CURRENT CREDIT LIMIT</b>	
13.2	<b>COMPANY NAME</b>			
	<b>TELEPHONE No</b>		<b>CURRENT CREDIT LIMIT</b>	
13.3	<b>COMPANY NAME</b>			
	<b>TELEPHONE No</b>		<b>CURRENT CREDIT LIMIT</b>	
13.4	<b>TRADE CREDIT REQUESTED FROM SAMSON CONTROLS (PTY) LTD</b>			
14	<b>IN THE CASE OF A COMPANY OR CC, ARE THE DIRECTORS/MEMBERS PREPARED TO BE PERSONALLY LIABLE FOR DEBTS DUE TO SAMSON CONTROLS (PTY) LTD</b>			<b>YES OR NO</b>

## 15 TERMS AND CONDITIONS OF CREDIT

- The Applicant warrants that the above information provided is true and accurate, correct and complete and is supplied for the purpose of obtaining credit.
- The person/s signing above warrants that he/she is duly authorised by the Applicant to make this application to apply for credit on behalf of the Applicant and execute this application on its behalf.
- The Applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Samson Controls (Pty) Ltd ("SAMSON (SOUTH AFRICA)") stating that the requested credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any goods that are supplied by SAMSON (SOUTH AFRICA) to the Applicant shall be on basis of cash upon delivery.
- The Parties acknowledge and agree that any credit provided by SAMSON (SOUTH AFRICA) and/or any products sold and/or delivered by SAMSON (SOUTH AFRICA) shall be subject to these terms and conditions of credit read with the terms and conditions of sale as provided below (collectively the "Agreement").
- The Parties agree that if, prior to formally approving credit, SAMSON (SOUTH AFRICA) grants to the Applicant time to pay for any goods supplied, it does so on these terms and conditions of credit and the terms and conditions of sale as contemplated by this Agreement.
- In the event of SAMSON (SOUTH AFRICA) granting credit facilities to the Applicant then:
  - All accounts are to be settled in full within 30 days from the date as noted on the relevant statement and/or the last day of the month immediately following the month during which the relevant invoice was issued, whichever is the earliest. Credit facilities may only continue if payment is maintained in accordance with the terms and conditions of this Agreement.
  - The Applicant shall have the right to elect to terminate this Agreement on or before the last day of the Cooling-off Period, as contemplated by the Consumer Protection Act 68 of 2008, which election to terminate must be done in writing to SAMSON (SOUTH AFRICA) in terms of this Agreement, on or before the last day of the Cooling-off Period.
  - Should the Applicant default in making any payment in accordance with the agreed trading terms, then all monies due to SAMSON (SOUTH AFRICA) shall immediately become due and payable. SAMSON (SOUTH AFRICA) shall be entitled to charge penalty interest on all overdue amounts from the due date for payment until the date of full and final settlement.
  - Any expense and/or costs or disbursements incurred by SAMSON (SOUTH AFRICA) in recovering any outstanding monies including debt collection agency fees, legal costs and

collection commission shall be paid by the Applicant.

e) It is expressly understood and agreed that this credit arrangement may be terminated at any time by SAMSON (SOUTH AFRICA). In that event, all monies owing to SAMSON (SOUTH AFRICA) will be immediately due and payable.

f) SAMSON (SOUTH AFRICA) may, at any stage during the continuance of the credit arrangement, impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security as SAMSON (SOUTH AFRICA) shall in its discretion think fit. SAMSON (SOUTH AFRICA) shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained.

g) Where the Applicant is a Trustee, the Applicant shall be liable for the account and in addition the assets of the Trust shall be available to meet payment of any monies due and owing to SAMSON (SOUTH AFRICA).

7) The Applicant will notify SAMSON (SOUTH AFRICA) no later than 14 days after any change of ownership, change in its particulars, any alteration or addition to shareholders or directors, and any change, alteration or addition to the Applicant's internal structure and senior management and change in domicilium citandi et executandi.

-----  
**AUTHORISED SIGNATORY (CUSTOMER)**

**PRINT NAME**

**DATE**

**WITNESS:**

1.-----

**PRINT NAME**

2. -----

**PRINT NAME**

**FOR THE SOLE TRADERS ONLY:**

The spouse, by his/her signature below, binds himself/herself as surety and co-principal debtor in Solidum to THE CREDITORS for the obligations of THE CUSTOMER hereof.

-----  
**SPOUSE (WHERE APPLICABLE)**

**PRINT NAME**

**AS WITNESS:**

**PRINT NAME**

1.-----

**PRINT NAME**

2. -----

**PRINT NAME**

**OFFICE USE**

-----  
**AUTHORISED SIGNATORY (THE CREDITOR)**