



APPLICATION FOR CREDIT INCORPORATING THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SALE
AND INCLUDING SIGNATORY'S SURETYSHIP

I/We _____

(hereinafter referred to as "the Applicant") hereby make application for credit facilities for the opening of an account with RGCO (Pty) Ltd. (hereinafter referred to as "The Company"). In support of the application, the following information is furnished;

1. **Trading License Copy**
2. **Copies of ID's for all directors**
3. **Copies of work Permit if Director/s are non-swazi**
4. **Each director to complete a surety form**
5. **All directors to initial all pages**
6. **Original Cancelled Cheque**
7. **Copy of VAT Certificate**

A. Registered Name of Applicant:

Trading Name:

VAT No:

Delivery Street Address:

(This address is hereby selected by the applicant as its domicilium citandi et executandi)

Postal Address :

Code: _____

Registered Address:

Business Phone No:

Fax No:

Email Address

Type of Business:



B. Kind of business (Tick appropriate box);

- PRIVATE COMPANY
- PUBLIC COMPANY SOLE PROPRIETORSHIP
- CLOSE CORPORATION PARTNERSHIP TRUST

Company/ Close Corporation/ Trust Registration No:

Full names, Addresses, ID numbers of Director/s, Shareholders, Member/s, Partner/s, Sole Proprietor, Trustee/s

NAME	RESIDENTIAL ADDRESS	I.D. No

If a Sole Proprietor/Partnership

MARITAL STATUS	NAME OF SPOUSE	MARITAL AGREEMENT (e.g. In Community of Property)

C. Auditor's Name:

Physical Address:

Phone no _____

Bankers _____ Branch _____
Account No:

(Attached a copy of cancelled cheque)

Date account opened: _____ Monthly turnover: _____.



Name, contact no, e-mail address of person/s handling account queries:

D. Premises (Tick appropriate):

- LEASED
- OWNED

If leased, landlord's name and address:

Details of Fixed Property owned by sole owner, member/s, director/s, partner/s or partnership, cc, company or trust:

NAME IN WHICH PROPERTY IS REGISTERED	ADDRESS	ESTIMATED VALUE	BOND HOLDER	OUTSTANDING BOND AMOUNT

E. Initial Average Monthly Credit Required:

Terms required-specify (max 30 days) _____

Supply trade references

NAME	ADDRESS	TELEPHONE No	ACCOUNT No



I/We certify that the information supplied is true and correct and undertake to notify the supplier immediately in writing of any change in ownership or details contained herein and accept herewith liability for all debts incurred by the Applicant.

I/We agree;

1. All goods are supplied subject to the terms and conditions set out hereunder and on reverse side of every invoice.
2. I/We undersigned, am/are duly authorised to represent the Applicant and to bind it to this contract.
3. To be bound to the terms and conditions contained herein on approval of this application by RGCO (Pty) Ltd.

1. DEED OF SURETYSHIP

.I/We by my/our signature hereto (which appears on page 4) do, in the above and conditions hereunder, hereby bind myself/ourselves in my/our private and individual capacity as suretyship for and co-principal debtor in solidum with the Applicant in favour of The Company for the due performance of any obligation of the Applicant and for the payment to The Company by the Applicant of any amounts which may be now or at any time be or become owing to The Company 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. This suretyship shall be a continuing covering guarantee / suretyship which may only be cancelled in writing by The Company and then only, in the event that all sums then owing by the Applicant (whether due or not) to The Company have been paid in full. I/We hereby renounce the benefits of the legal exceptions "Ordinis Seu Excussionis Et Divisions" and "cession of Action" with force, meaning and effect of which I/we declare myself/ourselves to be fully acquainted. I/We furthermore bind myself/ourselves irrevocably to all of the terms and conditions set out in this application and in particular clauses 8, 21.2, 21.4 and 22 hereof.

Initial

In the event of RGCO (Pty) Ltd having to institute action against me/us in terms of clause herein above, I/we undertake to pay the costs thereof on the scale as between attorney and client, in terms of clause 1 herein above.

I/We warrant the directors/partners/members/sole proprietor/trustees have never been insolvent or associated with any business failure.

I/We acknowledge having read and understood the terms and conditions of contract as set out hereunder, accept and agree that same will be binding to all transactions concluded between the supplier and the Applicant.

I/We choose domicilium citandi et executandi for all purpose at (street address) the address as specified in Paragraph A and/or B.



Any purported deletion, alteration or amendment of the provisions and/or terms and conditions of this credit application form by myself/ourselves and/or the Applicant shall be of no force and effect and such provisions and/or terms and conditions purportedly deleted, altered or amended shall remain in full force and effect, unless such deletion, alteration or amendment is agreed to in writing by duly authorised manager or director of RGCO (Pty) Ltd.

RGCO (Pty) Ltd. reserves the right to demand that the Surety registers a mortgage or notarial bond as a form of continuing security for debts Customer.

TERMS AND CONDITIONS

2. DEFINITIONS

“the Act” means that national credit Act 34 of 2005;

- i) “the Application Form” means the Application for Credit incorporating the Company’s Standard Terms and Conditions of Sale and including signatory’s suretyship; in terms of which the Customer makes application for credit facilities for the opening of an account with the Company;
- ii) “the Agreement” means the agreement between the Company and the Customer regarding the sale and purchasing of goods from time to time subject to these terms and conditions. The agreement is made up of the Application Form, these terms and conditions, the Company’s confirmation of credit letter, any other written agreements and orders accepted by the Company from time to time.
- iii) “Collection Charge” means an amount that the Company may charge in respect of the enforcement of the monetary obligation the Customer has under this Agreement and includes legal costs and costs incurred as a result of referring the matter to an external debt collector;
- iv) “the Company” means RGCO (Pty) Ltd Unlimited (Pty) Ltd.
- v) “the Customer” means the person to whom the Company extends credit;
- vi) “Default Administration Charge” means a charge payable to cover administration costs incurred as a result of the Customer defaulting on an obligation in this Agreement; and “the goods” means the goods indicated on any Company forms, price lists, quotations, delivery notes, orders and invoices.

3. PRICE

- i) The price of the goods shall be the usual price current at the time of the dispatch of the goods.
- ii) Company price lists shall be considered merely as a guide by the Customer and the Company has the right, from time to time, for any reason and without any notice to the Customer, to change the prices of any goods whether such prices are reflected on price lists or not.



4. ADMINISTRATION COSTS

Subject to the provisions of the Act, if the Act applies to this Agreement, the Customer will be liable for the Default Administration and Collection Charges arising from his failure to comply with any of the terms and conditions of this Agreement. The amount of such Default Administration Charges and Collection Charges is the amount of the costs actually incurred by the Company in enforcing this Agreement subject to the maximum permitted by law.

5. PAYMENT

- I. Payment is to be made, without set off or deduction, according to the payment terms in the Company's confirmation of credit letter, which the Customer shall receive on approval of any credit facility by the Company.
- II. Should the Customer fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever, the Company shall be entitled, in addition to any other remedies it may have, to withdraw any agreed discount or rebate and claim immediate payment of all amounts owing, or alternatively, at the Company's sole discretion, to set off the amount of such discount or rebate against any rebate or other credits or allowances or payments due to the Customer and/or to suspend deliveries of any goods.
- III. The Customer shall not claim the right to any rebates and/or discounts on any basis of whatsoever nature unless a manager or director of the Company shall have agreed to such rebates and/or discounts in writing, and further provided always that such amount shall not be allowed on any goods despatched if payment for any goods whatsoever invoiced prior thereto is overdue. Details of any rebates and/or discounts are to be sent with the payment remittance to the Companies office, before payment is received.
- IV. In all cases where the Customer uses a postal, banking, electronic or similar such services to effect payment, such services shall be deemed to be the agent of the Customer
- V. The Company may appropriate all payments made by the Customer to such amounts as it may in its sole discretion decide.
- VI. Should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer shall become due, owing and payable, irrespective of the dates when the goods were purchased. The Customer shall be liable to pay interest in respect of amounts unpaid as at the due date at the rate of:
- VII. 2% per month on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, if the Act applies to this Agreement; or
- VIII. 2% above the prime overdraft lending rate of The Central Bank Of Swaziland on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, if the Act does not apply to this agreement.
- IX. Should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum and form the principal debt which shall then bear interest in the manner as set out above.



6. STATEMENTS

The Company will, on a monthly basis or at a different frequency rate, depending on the Customer's instruction or request to the Company, send a statement of account to the Customer via ordinary mail or e-mail.

The Customer's statements of account will be delivered to his chosen domicilium citandi et executandi as stated in the Application, unless the Customer advises the Company of a different address to send his account statements to.

If the Customer has a query in connection with his statement of account, he or she must deliver a written notice to the Company so that the Company can assist with the expeditious resolution of the matter. The Customer may deliver this written notice by way of registered post to the Company's domicilium address or by facsimile to the Company's offices.

7. THE COMPANY'S RIGHT TO TERMINATE THE AGREEMENT

If the Customer does not comply with any of the terms and or conditions of the Agreement (all of which the Customer agree are material), or if the Customer fails to pay any amount due under this Agreement, or the Customer has made misleading statement to the Company before signing the Agreement, or the Customer allows any judgement that has been taken against the Customer to remain unpaid for more than seven days, or is sequestered or liquidated, or performs an act of insolvency or enters into a compromise with any of the Customer's creditors, then the Company may (without affecting any of its other rights), proceed with enforcement or termination of the Agreement.

8. WITHDRAWAL OF CREDIT FACILITIES

The Company reserves the right to withdraw any credit facilities at any time by giving 10 business days' notice. The nature and extent of the credit facilities shall at all times be in the Company's sole discretion and the Company reserves the right to increase or decrease the extent of the said facilities at its sole discretion. The credit limit shall not be deemed to the limit of a Customer's indebtedness to the Company.

9. ORDERS

- I. Orders by the Customer for the Company's goods shall be made in writing or sent by email to such address as may be nominated by the Company from time to time.
- II. Oral orders shall similarly be capable of acceptance by the Company but the Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing.
- III. Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Company by the delivery of goods or by the written acceptance or confirmation of the order.
- IV. The Customer shall provide the Company with an order number when placing any order with the Company.



- V. The sale of the goods and all accepted by the Company shall be subject to these terms and conditions. In the event of conflicting provisions in the order and these terms and conditions, and the provisions of these terms and conditions shall prevail.
- VI. Buy-in Policy – in order to ensure compliance by the Company of acceptable delivery service levels to all customers, the monthly sales of any product to any Customer may not exceed more than 20% of the average monthly purchases of that product by the Customer over the last 12 months of trade with the Company. Notwithstanding the above, the Company, in its sole discretion, may agree to a request by the Customer to supply goods in excess of this limit.

10. DELIVERY

- i. In the event that the Company transports the goods to the Customer, delivery and passing of the risk in the goods shall be deemed to have taken place when the goods are off loaded at the Customer's premises. The signature of any employee of the Customer on a Company delivery note or invoice is *prima facie* (until proven otherwise) proof of the delivery of the goods.
- ii. In all cases where delivery to the Customer occurs by carrier, the carrier shall be the Customer's agent and delivery to such carrier by the Company 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 by the Customer.
- iii. Should the Company, at the Customer's request, agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and the Company shall engage the carrier on such terms and conditions as it deems fit. The Customer indemnifies the Company against all demands and claims which may be against it by the carrier so engaged and all liability which the Company incurs to the carrier arising out of the transportation of the goods.
- iv. Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Customer.
- v. Whilst every effort will be made to dispatch goods as advised, the Company does not guarantee dispatch or delivery on any specific date and shall not be liable for any damages for failure to effect delivery/despatch timeously for any reason beyond the Company's reasonable control, including but not limited to, inability to secure transport, labour, power, materials, equipment or supplies or by reason of act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation. The Customer shall not be entitled to cancel any order by reason of such delay.
- vi. In the event that the Company makes delivery to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay of any instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
- vii. When goods are delivered in instalments, invoices relating to separate deliveries shall be paid as if such goods were the subject of a separate order and no payment shall be postponed until such time as all the goods ordered have been delivered.
- viii. If the Customer fails to take delivery of the goods ordered or in any way delays the delivery of goods ordered, then the risk of the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Company the reasonable costs of storing, insuring and handling the goods, until such time as delivery takes place.



- ix. The Customer shall be barred from lodging any claim in respect of discrepancies between goods charged and goods delivered unless the Customer has specified on the delivery note the nature of the discrepancy.
- x. These terms and conditions shall apply to all forms of delivery affected by the Company including both bulk deliveries and small ad hoc deliveries.

11. OWNERSHIP & RISK

- i. Notwithstanding that all risk in and to all goods sold by the Customer shall pass on delivery, ownership on all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid.
- ii. Goods in the possession of the Customer bearing the Company name, trademarks and labels shall be deemed to be those for which payment has not been made and should any breach of these terms occur, may be re-possessed by the Company in terms of paragraph 11.
- iii. The Customer shall fully insure the goods purchased from the Company against loss or damage until the full purchase price has been paid by the Customer for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are ceded to the Company. The Customer should inform the insurer hereof.
- iv. The Customer shall inform the Landlord of the premises at which the goods are kept that such goods are the sole and absolute property of the Company until such time as the full purchase price has been paid to the Company by the Customer

12. LEGAL PROCEEDINGS

- i. Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof shall be governed by and decided under and in accordance with the laws of The Kingdom of Swaziland.
- ii. The Company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action of such court.
- iii. The Customer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges which the Company may incur in taking any steps pursuant to any breach of these terms and conditions by the Customer.
- iv. A certificate issued and signed by any director or manager of the Company (whose authority need not be proved), in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be *prima facie* (until proven otherwise) evidence of the Customer's indebtedness to the Company, delivery of the goods and/or of any such other fact.
- v. The Company may follow the process set out in Part C of Chapter 6 of the National Credit Act, 34 of 2005 ("the Act") on default. This may include drawing the Customer's attention to any default, proposing that the Customer refers the agreement to a debt counsellor, alternative dispute resolving agent, consumer court or ombud with jurisdiction, with the intent that the Company and Customer resolve any dispute under the agreement or develop and agree on a plan to bring the payments under the agreement up-to-date. If the Act applies to this agreement, the Company may commence legal



proceedings to enforce the agreement after providing the Customer with such a notice and meeting and further requirements set out in section 130 of the Act.

- vi. The Customer's physical address as given on the Application Form shall be recognised as the Customer's domicilium citandi et executandi (domocilium) for all purposes in terms of this Agreement whether in respect of the serving of any court process notice, the payment of any amount or communications of whatever nature.

13. ARBITRATION

- i. The Company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both the Company and the Customer.
- ii. The arbitrator must be a person agreed upon by the parties or failing agreement, an appointed by the Arbitration Foundation of The Kingdom of Swaziland, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration of The Kingdom of Swaziland.

14. NEGOTIABLE INSTRUMENTS

Acceptance of a negotiable instrument by the Company shall not be deemed to be a waiver of the Company's rights under this agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives his right to insist on notice of dishonour or protest given to it in the event that the cheque is dishonoured.

15. RETURNED GOODS

Goods sold by the Company are not returnable save at the option of the Company. Should the Company in its absolute discretion elect to accept the return of any goods, the following will apply: all goods returned must be complete, clean, saleable and undamaged and in their original packaging; the Company will only receive goods returned by the Customer if such goods are proven to be faulty to the satisfaction of the Company; and all goods are to be returned at the Customer's expense and the risk in the goods remains with the Customer until the goods are received by the Company at the Companies premises.

16. WARRANTIES & INDEMNITY

- i. Warranties on the goods sold are limited to the manufacturer's warranty. All other warranties either express or implied, including any warranty that the goods are fit for a particular purpose, are expressly excluded. The Company's liability for any breach of warranty shall be limited to and fully discharged by the Company when it supplies, free of charge, goods replacing those found to be defective, having regard to the use already or previously obtained from them. The Company's decision as to whether the goods are defective or not shall be binding on all parties.
- ii. The Company disclaims all liability to the Customer in connection with the Company's performance or the customers use of the goods supplied and in no event will the Company be liable to the Customer for delictual, special,



indirect or consequential damages including, but not limited to, loss of profits.

- iii. Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer the total price paid or due to be paid by the Customer for the goods supplied.

17. DISCLOSURE OF PERSONAL INFORMATION

By signing this Agreement the Customer acknowledges and confirms that:

- i. The Company may transmit any of the Customers personal information and data to any of the credit bureaux in connection with his application for credit, the opening and termination of this Agreement as well as for any other lawful purpose during the currency of this Agreement;
- ii. the Company may submit any information as to how the Customer conducts his account to any of the credit bureaux. The bureaux may then use this information to create a credit profile and/or a credit score. Should the Customer not conduct his account in accordance with the agreement, this may adversely affect his future credit worthiness.
- iii. The Customer has the right to contact the credit bureau, have his credit records disclosed; and correct inaccurate information, with the credit bureaux.
- iv. The Customer understands that the information given in this Agreement form may be used by the Company for the purposes of assessing his credit worthiness. The Customer confirms that the information given by him in the Application Form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which, the Company will not be liable for any inaccuracies.

18. ACKNOWLEDGEMENTS AND CONFIRMATION BY THE CUSTOMER

By signing this Agreement, the Customer acknowledges and confirms that:

- i. he is not a minor person;
- ii. he is not subject to an administration order referred to in section 74(1) by the Magistrates Court;
- iii. he understands and appreciates the costs, risks and obligations associated with him/her entering into this Agreement;
- iv. he has not taken up any credit other than as indicated on his application for credit from; and all the information that he/she has provided is true and current in every respect and that the Company may rely on this information

28 GENERAL

- i. This contract represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer and shall also be applicable to all debts which the Customer may owe the Company prior to the Customer's signature hereto.
- ii. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions



whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company. No agreement whether consensual or unilateral purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of the Company.

- iii. No warranties, representations or guarantees have been made by the Company or on its behalf which have induced the Customer to sign this document.
- iv. No relaxation or indulgence which the Company may give at any time in regard to the carrying cost of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.
- v. The Customer shall not cede its rights nor assign its obligations.
- vi. The Company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities, including all terms and conditions, to any third party without prior notice to the Customer.
- vii. The Customer undertakes to notify the Company within a period of seven days of change of address or any changes in the information as set out in this agreement.
- viii. Each of the terms herein shall be separate and divisible terms and if such term becomes unenforceable for any reason whatsoever then that term shall be severable and not affect the validity of the other terms.
- ix. Any written notice to the Company shall be addressed to the Company's relevant Divisional office.
- x. The headings in this document are included for convenience and are to be taken account for the purpose of interpreting this Agreement.
- xi. I/We, the undersigned, hereby warrant that all the information recorded in the Application Form is true and correct and I/We agree that all transactions concluded with the Company shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions. I/We further confirm that I/We have read, understood and agreed to all the provisions contained in this ownership or details contained herein supplied is true and correct and undertake to notify the Company immediately in writing of any change in ownership or details contained herein and accept herewith liability for all debts incurred by me/ourselves.



xii. Without derogating from the generality of the foregoing, should any of the information furnished herein be inaccurate and the Company suffer any loss whatsoever in consequence thereof I/we agree that, without prejudice to the Company's other rights at law, the said damages shall be deemed to be equal to the balance outstanding due to the Company in respect of goods sold and delivered by the Company pursuant to this Agreement.

Date	Place	Authorised Signatory	Print Name	Capacity

(In the case of a Company, Close Corporation, Partnership or Trust all Directors/Members/Partners/Trustees must sign.)

FOR OFFICE USE Approved: Credit Manager:	Initials	Date	Terms	Limit

Important Documents to Submit with Application

- Trading License Copy
- Copies of ID's for all directors
- Copies of work Permit if Director/s are non-swazi
- Each director to complete a surety form
- All directors to initial all pages
- Original Cancelled Cheque
- Copy of VAT Certificate

