



PAINTCOR
 SUPREME QUALITY - Since 1986

Telephone / Fax:
 (011) 794-2885
 (011) 794-4599
 (011) 794-4897

Factory / Head Office:
 1494 Mailship Street
 Laser park
 Honeydew

Postal Address:
 P.O. Box 917
 Northriding
 2162

CK 86/19456/23

Accounts e-mail: raelene@paintcor.co.za / delene@paintcor.co.za

www.paintcor.co.za

Application for credit facilities and undertaking to pay

Please submit original credit application together with Directors/members/proprietors ID's and company registration documents.

Type of business:

- Partnership (PTY) LTD Close Corporation
 Other (please specify) _____ Change of Ownership / Name / Address

Registered Name: _____

Registration No: _____ VAT No: _____

Trading Name: _____

Associated/Subsidiary Companies: _____

E-mail Address: _____

Tel No: Code () _____ Fax No: Code () _____

Postal Address: _____

_____ Postal Code: _____

Registered Address: _____

_____ Postal Code: _____

Delivery Address: _____

_____ Postal Code: _____

Auditors: _____

Auditors Address: _____

_____ Postal Code: _____

Auditors Tel No: () _____

CONTACT PERSONS:

Buyer: _____

Tel No: _____ Email: _____

Accounts / Payments: _____

Tel No: _____ Email: _____

SPECIAL INVOICING & STATEMENT REQUIREMENTS: Please specify _____

Initial here:

PROPRIETORS / MEMBERS / DIRECTORS:

If applicants are married please state how married, whether in community of property (ICP) or by ante nuptial contract (ANC)

No.1:

Marital Status: _____ ANC or ICP: _____

Full Name: _____ ID No: _____

Position: _____ Tel No: _____

Spouse's Full Name: _____ ID No: _____

Spouse's contact details: _____

Details of Fixed Property (owned): _____

Bondholder: _____

No.2:

Marital Status: _____ ANC or ICP: _____

Full Name: _____ ID No: _____

Position: _____ Tel No: _____

Spouse's Full Name: _____ ID No: _____

Spouse's contact details: _____

Details of Fixed Property (owned): _____

Bondholder: _____

No.3:

Marital Status: _____ ANC or ICP: _____

Full Name: _____ ID No: _____

Position: _____ Tel No: _____

Spouse's Full Name: _____ ID No: _____

Spouse's contact details: _____

Details of Fixed Property (owned): _____

Bondholder: _____

Please submit separate list if more than three Partners / Members / Directors

CREDIT APPLICATION DETAILS:

Type of Business: _____ Date Established: _____

Average Monthly Purchases: _____ **Credit Limit*** Applied For: _____

Bank & branch name: _____ ***TERMS STRICTLY 30 DAYS**

Acc No: _____ Acc holder: _____

TRADE REFERENCES:

1. Tel No: _____ Supplier: _____

2. Tel No: _____ Supplier: _____

3. Tel No: _____ Supplier: _____

Initial here:

CONDITIONS OF SALE:

1. The purchaser shall have no claim whatsoever against the manufacturer in respect of any loss or damage of a consequential nature which may be sustained by the purchaser as a result of any defect in the product or as a result of late delivery.
2. Delivery of the product sold shall be deemed to have been effected
 - a) In the case of the products dispatched by rail, ship or road carrier, upon consignment to the consignee.
 - b) In the case of products conveyed by the purchaser's own mode of transport, upon handing over of such products to the purchaser's agent.
3. In the case of orders placed in respect of products other than those reflected on the Manufacturer's official Price List, (i.e. where special orders are required to be prepared by the manufacturer to suit the specific requirements of the purchaser, the purchaser shall be obliged to accept and pay for any quantity tendered for delivery which is within 10% (excess or shortfall) of the quantity ordered by the purchaser.
4. a) A purchaser may not return goods without prior consent of the manufacturer. This consent can be withheld if the goods have been in the hands of the purchaser for an unreasonable time for the products in question, or its condition is such that goods cannot be resold as returned.
b) In the case of any tinted product, once acceptance has been acknowledged by the customer by signing on the special colour requisition form and on this invoice (or such as is described in clause 3 hereof), the product sold shall not be returnable at all.
c) A Purchaser may not return goods without proof of purchase.
5. The manufacturer shall not be bound by or liable for any representations or warranties made by any employee or agent purporting to act on its behalf unless such representation or warranty be reduced to writing and signed by an authorized representative of the Manufacturer.
6. Ownership of materials purchased will only pass from the manufacturer to the purchaser upon payment, irrespective of the credit terms arranged with the purchaser.
7. Should these conditions of sale conflict with any terms of conditions shown on the purchaser's official order forms, the former will prevail.
8. The supplier reserves the right to refuse to recognize any complaint from the purchaser in respect of specifications, quantity, package failure or short delivery of goods unless such complaint is lodged with the supplier within 14 (fourteen) days of receipt of goods by the purchaser provided however that in the case of short delivery, notice shall be recorded by the buyer on the supplier's copy of the delivery note at the time of delivery.
9. Goods when delivered to the purchaser or such agent or carrier as may be nominated by the Purchaser, shall be at risk of the purchaser who shall be responsible from the time of delivery for all loss or damage hereto, however arising.
10. A 10% handling fee will be charged on goods returned which were correctly delivered as ordered.
11. All products that are guaranteed by Paintcor have the guarantee period, Terms and Conditions of the guarantee on our website under the products Technical specifications. Please request a printed copy from the factory if required.
12. Guarantees and Warranties on all goods or manufactured products purchased shall only be of force and effect upon full payment for such goods or products.
13. A purchaser shall not withhold payment for any goods or products purchased on the grounds that such goods or products are defective or for any other complaint covered by the guarantees and warranties on such goods or products.
14. **Touch-up paint must only be used from the same batch as applied top coat.**

Initial here:

TERMS AND CONDITIONS:

I / We, the undersigned, in my / our capacity as an authorized representative of the proposed debtor, hereby make application for a credit facility from PAINTCOR CC and

- a) Warrant that the above information is true and correct.
- b) Certify that I am authorized to complete this form on behalf of the Applicant;
- c) Consent of the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court because of the amount of the claim;
- d) Acknowledge that credit facilities may be withdrawn at any time without prior notice;
- e) Agree that should it become necessary for the Supplier to proceed against us in a Court of Law at any time, the whole amount outstanding on our account will immediately become due and payable notwithstanding the fact that a portion of the amount would not be owing in accordance with the requested terms of payment and furthermore concede that a certificate signed by a member or the Accountant of the Supplier shall be prima facie proof both of the existence of the debt as well as the amount owing.
- f) Undertake not to advertise in the public press, radio or television, nor permit anyone to whom we supply goods to advertise any branded name or product of Paintcor CC without the prior written approval of the Supplier / we further agree that contravention of this clause will entitle the Supplier to cease supply to us immediately without prior notice.
- g) We agree to abide by the Supplier's standard conditions of sale which are set out above.
- h) We further agree that should the credit facility be granted, this account will be conducted in accordance with the terms of payment as set out above.
- i) Agree that if any amount is not paid within the agreed credit terms the Supplier shall without prejudice to its rights be entitled to charge interest on all outstanding amounts at the maximum rate of interest permitted in law.
- j) In the event of any legal action being taken for recovery of amounts due, then the purchaser will be liable for all legal costs, including collection charges and legal costs on an attorney / own client scale.
- k) Acknowledge and agree that:

The Supplier may carry out a credit check with one or more licensed credit agencies which will retain a record of that search. In the event of this account going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by other lenders in assessing any application for credit by the Applicant and members of the Applicant's households and for occasional debt tracing and fraud preventing purposes.

The existence of this account may be recorded with a Credit Agency.

Details of how the account is conducted by the Applicant will be recorded with a Credit Agency and may be shared with other lenders for the purpose of assessing future applications for credit by the Applicant and members of the Applicant's household, and for occasional debt tracing and fraud prevention purposes.

The Supplier may search the files of a Credit Agency, which will keep a record of that search.

The information may be used by the Supplier in assessing future credit applications by the applicant and members of his household, and for occasional debt tracing and fraud prevention. Where this account is in arrears, or any outstanding sum is not liquidated in full on due date, the supplier is hereby irrevocably authorized, without further reference or notice to the Applicant, to disclose such arrears or failures to a Credit Bureau.

Initial here:

DEED OF SURETYSHIP

I / We, the undersigned: _____ ID No: _____
_____ ID No: _____

Of which address: _____

I / We choose "Domicilium citandi et executandi" for all purposes, do hereby bind myself / ourselves jointly and severally as surety/ties and co-principal debtor/s in solidum for the due fulfillment by:

Registered Name: _____

Trading as: _____

Herein after referred to as the "Debtor" of all its obligations to PAINTCOR CC (hereinafter referred to as the "Creditor" of whatsoever nature or however arising and whether already incurred or which may from time to time hereafter be incurred. Should payment be demanded from me/us in terms of this Deed of Suretyship and should I/We fail to make payment on demand, I/We undertake to refund to the Creditor interest, at the prime overdraft rate charged by Nedbank, a division of Nedcor Bank Ltd. On the sum demanded calculated from the due date until the date of payment.

I/We hereby renounce the benefit of the legal excussion, division, cessation of action, value received and revision of accounts, with the force of which I/We acknowledge myself/ourselves to be fully acquainted.

Should I/We default in due performance of any of my/our obligations in terms of this Suretyship, all of which are material, then the Creditors shall be entitled to recover all costs disbursed by it to its Attorneys in securing my/our compliance with the provisions hereof which costs may be taxed and recovered on tracings, opinions given, whether action has been instituted or not, and collection of commission.

The Creditor may at its elections institute action against me/us arising out of this Suretyship in any Magistrates Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of the Court. All notices required to be given to me in terms hereof shall be considered duly given if:

- Posted to me by registered post at the above address; or
- Delivered to the above address.

Where it is necessary for the Creditor to claim a sum of money from me/us, I/We accept that a certificate signed by the Creditor (or any of its officials) as to the amount of my indebtedness (or that of the Debtor) to the Creditor at the date of that certificate shall be prima facie evidence of the amount of that indebtedness unless and until I/We are able to show the correctness thereof. This surety is a Continuing Covering Surety.

I/We acknowledge and confirm that this surety was fully completed at the time of signature.

Thus done and signed at _____ on this the _____ day of _____ 20____

SURETY:

AS WITNESSES:

Signature of Proprietor/Partner/Member/Director

1. _____
Witness Name

Witness Signature

Signature of Proprietor/Partner/Member/Director

2. _____
Witness Name

Witness Signature

Signature of Proprietor/Partner/Member/Director

Initial here:

Office use only.

Stockist Industrial user Paint Contractor Other (Specify) _____

Representative: _____

Customer Trading Name & No: _____

Comments: _____

Signature: _____ Date: _____

Initial here: