

APPLICATION TO OPEN AN ACCOUNT WITH



Confidential

FOR OFFICE USE ONLY

ACCOUNT NAME : _____

ACCOUNT NO : _____

DATE APPROVED : _____

CREDIT LIMIT : _____

PRONTO BUILDING MATERIALS (PTY) LTD

(hereinafter referred to as "the Creditor")

Reg No. 2007/032979/07

EAST RAND BRANCH

P.O. Box 10396
FONTEINRIET, 1464
Tel: (011) 422-5570/1
Fax: (011) 422-5582

MIDRAND BRANCH

P.O. Box 7494
HALFWAY HOUSE, 1685
Tel: (011) 310-8141
Fax: (011) 310-8277

PRETORIA BRANCH

P.O. Box 1516
SILVERTON, 0127
Tel: (012) 804-4352/3
Fax: (012) 804-0413

CREDIT ASSESSMENT FORM (Please complete all fields in order to prevent delays)

COMPANY DETAILS

REGISTERED NAME _____
(hereinafter referred to as "the Customer")

TRADING NAME _____

TYPE OF BUSINESS Company _____ Close Corp. _____ Sole Trader _____ Partnership _____ Other _____

CO/CC REGISTRATION NO. _____ DATE ESTABLISHED _____

REGISTERED ADDRESS _____

PHYSICAL ADDRESS _____

_____ VAT NO: _____

POSTAL ADDRESS _____ CODE _____

TEL NUMBER () _____ FAX NUMBER () _____

CONTACT PERSON (Accounts) _____ CELL NO: _____

CREDIT LIMIT REQUIRED _____

BANK DETAILS

NAME OF BANK _____ BRANCH _____

ACCOUNT NUMBER _____ BRANCH CODE _____

PLEASE INCLUDE A COPY OF A CANCELLED CHEQUE & I.D. WITH YOUR APPLICATION

DIRECTORS / MEMBERS / OWNERS

1. FULL NAMES _____ % SHAREHOLDING _____

RESIDENTIAL ADDRESS _____

_____ YEARS RESIDING _____

ID NUMBER _____ PREVIOUSLY INSOLVENT / SEQUESTERED? YES NO

2. FULL NAMES _____ % SHAREHOLDING _____

RESIDENTIAL ADDRESS _____

_____ YEARS RESIDING _____

ID NUMBER _____ PREVIOUSLY INSOLVENT / SEQUESTERED? YES NO

3. FULL NAMES _____ % SHAREHOLDING _____

RESIDENTIAL ADDRESS _____

_____ YEARS RESIDING _____

ID NUMBER _____ PREVIOUSLY INSOLVENT / SEQUESTERED? YES NO

FIXED PROPERTY OWNED

Details of property owned by Company / CC / Partners / Proprietor and directors

ADDRESS	STAND NO.	ESTIMATED VALUATION	NAME OF BONDHOLDER	AMOUNT OF BOND	IN WHOSE NAME PROPERTY REGISTERED
1.					
2.					
3.					

AUDITORS / FINANCIAL DETAILS

1. NAME OF AUDITOR _____

TEL NO () _____ FAX NO () _____

CONTACT PERSON _____

2. Are your latest financial statements available for inspection:

YES	NO
-----	----

3. Has the company issued / signed any guarantees in favour of other creditors

YES	NO
-----	----

If YES please specify _____

4. Have the Directors / Members / Partners issued / signed any guarantees in favour of other creditors?

YES	NO
-----	----

If YES please specify _____

TRADE REFERENCES

1. NAME _____

BRANCH _____ TEL NUMBER () _____

FAX NUMBER () _____

2. NAME _____

BRANCH _____ TEL NUMBER () _____

FAX NUMBER () _____

3. NAME _____

BRANCH _____ TEL NUMBER () _____

FAX NUMBER () _____

WORK-IN-PROGRESS SCHEDULE

JOB DESCRIPTION AND LOCATION	MAIN CONTRACTOR	VALUE OF CONTRACT	COMMENCED DATE	VALUE OF WORK COMPLETED	CERTIFICATES PAID TO DATE R'	RETENTIONS R'	COMPLETION DATE

**** PLEASE ATTACH A COPY OF LETTER OF APPOINTMENT FOR THE ABOVE PROJECTS**

CREDIT REFERENCE CHECKS (FOR OFFICE USE ONLY)

TRADE REFERENCE

NAME OF REFERENCE			
TYPE OF BUSINESS			
PERIOD OF ACCOUNT			
CREDIT LIMIT			
AVERAGE MONTHLY PURCHASES			
SETTLEMENT TERMS GIVEN			
TERMS TAKEN			
HOW OFTEN IS ACCOUNT OVERDUE			
IS REGULAR PHONING FOR MONEY REQUIRED			
R/D CHEQUES			
GENERAL RATING			
REFERENCE GIVEN BY: NAME			
POSITION			

ADDITIONAL REFERENCE (DMR) _____

BANK REFERENCE R _____ DAYS _____ BANK CODE _____

ACCOUNT APPROVED / NOT APPROVED

SIGNED _____

CREDIT LIMIT _____ DATE _____

IN THE CASE OF MORE THAN ONE DIRECTOR/MEMBER/OWNER/PARTNER THE APPLICATION MUST BE SIGNED BY EACH INDIVIDUAL

SIGNATURE OF DIRECTOR / MEMBER / OWNER / PARTNER (AS PER ITEM 1)

I, the undersigned (Full Names) _____

In my capacity as Director / Member / Partner / Owner of the Customer, hereby make application for credit facilities with the Creditor and;

- Warrant that I am duly authorised by the Customer to sign this document
- Warrant that the information contained herein is true and correct and undertake to give written notice of any changes in this information
- Accept and agree that the terms hereof together with the Creditor's standard conditions of sale form the basis of all transactions between the Customer and the Creditor
- Agree that if it becomes necessary for the Creditor to hand this account over for collection, the Customer will be liable for the costs thereof
- Agree that the Creditor use the services and records of a registered credit bureau and other suppliers for information required in the original and future assessment of credit facilities
- Agree that the Creditor may disclose information regarding the applicant's credit worthiness and conduct of the account to any registered credit bureau and other suppliers to the industry
- Agree to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act No 32 of 1944, as amended
- Agree that all payments will be made within thirty days from date of statement and to pay interest at the maximum rate on overdue amounts.

SIGNED _____ DATE _____

SIGNATURE OF DIRECTOR /MEMBER /OWNER / PARTNER (AS PER ITEM 2)

I, the undersigned (Full Names) _____

In my capacity as Director / Member / Partner / Owner of the Customer, hereby make application for credit facilities with the Creditor and;

- Warrant that I am duly authorised by the Customer to sign this document
- Warrant that the information contained herein is true and correct and undertake to give written notice of any changes in this information
- Accept and agree that the terms hereof together with the Creditor's standard conditions of sale form the basis of all transactions between the Customer and the Creditor
- Agree that if it becomes necessary for the Creditor to hand this account over for collection, the Customer will be liable for the costs thereof
- Agree that the Creditor use the services and records of a registered credit bureau and other suppliers for information required in the original and future assessment of credit facilities
- Agree that the Creditor may disclose information regarding the applicant's credit worthiness and conduct of the account to any registered credit bureau and other suppliers to the industry
- Agree to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act No 32 of 1944, as amended
- Agree that all payments will be made within thirty days from date of statement and to pay interest at the maximum rate on overdue amounts.

SIGNED _____ DATE _____

SIGNATURE OF DIRECTOR / MEMBER / OWNER / PARTNER (AS PER ITEM 3)

I, the undersigned (Full Names) _____

In my capacity as Director / Member /Partner / Owner of the Customer, hereby make application for credit facilities with the Creditor and;

- Warrant that I am duly authorised by the Customer to sign this document
- Warrant that the information contained herein is true and correct and undertake to give written notice of any changes in this information
- Accept and agree that the terms hereof together with the Creditor's standard conditions of sale form the basis of all transactions between the Customer and the Creditor
- Agree that if it becomes necessary for the Creditor to hand this account over for collection, the Customer will be liable for the costs thereof
- Agree that the Creditor use the services and records of a registered credit bureau and other suppliers for information required in the original and future assessment of credit facilities
- Agree that the Creditor may disclose information regarding the applicant's credit worthiness and conduct of the account to any registered credit bureau and other suppliers to the industry
- Agree to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act No 32 of 1944, as amended
- Agree that all payments will be made within thirty days from date of statement and to pay interest at the maximum rate on overdue amounts.

SIGNED _____ DATE _____

TERMS AND CONDITIONS OF SALE

1. Unless specifically agreed to the contrary, the Customer acknowledges that credit facilities granted are payable within thirty (30) days from date of statement, which date shall be deemed to be the last day of every month.
2. Except for Customers who are sole proprietors or juristic persons whose nett asset value or annual turnover at the date on which this credit application was submitted to the Creditor was less than R1m, interest at the rate of 2% above the prime overdraft rate charged by the Creditor's bankers from time to time shall be levied on all overdue amounts. Interest shall be calculated and paid monthly in advance.
3. The Customer declares that no cheques will be issued unless there are funds available and that such funds will remain in the account to meet all cheques issued and that under no circumstances will any cheque issued be stopped.
4. Notwithstanding delivery of any goods sold by the Creditor to the Customer, ownership in those goods sold and delivered shall only pass to the Customer when the purchase price in respect of those goods, inclusive of any interest which may have accrued thereon, has been paid in full. Risk in and to the goods shall, however, pass to the Customer upon delivery. Delivery will be deemed to have taken place when the goods are offloaded at the Customer's nominated delivery address or, where the Customer has arranged to collect goods from the Creditor, when the Creditor notifies the Customer that the goods are available for collection. Time shall not be of the essence in respect of any orders. The Customer accepts that delivery of the goods will be subject to the availability of the goods ordered. The Creditor will not be liable, under any circumstances, for any direct, indirect or consequential damages of any nature, whether in the contemplation of the parties or not, which the Customer may suffer as a result of a delay in the delivery of the goods ordered.
5. A signed Delivery Note shall constitute, *prima facie* proof that the goods have been delivered to and received by the Customer in good condition, whether signed by the Customer, an employee, an agent or representative of the Customer. The goods are sold without any warranties, whether express or implied, and without any representations, including that the goods are suitable for the purpose for which they have been ordered.
6. The Customer agrees that the Creditor shall be entitled but not obliged to set off, from any amounts owed by the Creditor to it, any amount which are due and payable by the Customer to the Creditor at any time.
7. Disputes relating to concrete volume for foundations, coffer slabs and block & lintol slabs will not be entertained.
8. The Customer gives the Creditor permission to obtain information, financial or otherwise, from the Customers Auditors, Bankers or Trade References.
9. Credit facilities may be withdrawn by the Creditor at any time without prior notice, and the Creditor reserves the right to review the extent, nature and duration of such facilities at all times.
10. The Customer agrees and acknowledges that in the event of:
 - (i) The Customer breaching any condition in these conditions;
 - (ii) The Customer failing to pay amount due and payable on due date;
 - (iii) The Customer suffering any civil judgement to be taken or entered against it;
 - (iv) The Customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 for 1936, as amended;
 - (v) The Customer dying;
 - (vi) The Customer's estate being 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 the Creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Customer without notice to the Customer, and to rely on the provisions of clause 4, and to re-possess those goods sold and delivered by the Creditor to the Customer, or to claim specific performance of all of the Customers obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to the Creditor's right to claim damages.
11. The Customer hereby irrevocably and in *rem suam cedens*, pledges, assigns, transfers and makes over unto and in favour of the Creditor, all his rights, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Customer may now or at any times hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever (Customers' debtors) without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer from whatsoever cause or causes arising which the Customer may be or become bound to perform in favour of the Creditor, it being acknowledged that this cession is a cession *in securitatem debiti* and is not an out-and out cession. Should it transpire that the Customer entered into prior deed of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then the cession shall operate as a cession of all the Customer's reversionary rights.
12. Should the Customer have previously made application to the Creditor for credit facilities, which said application would have embodied terms and conditions and should the Customer have furnished any security to the Creditor for the due obligations of the Customer to the Creditor on any previous occasion. The Customer records and acknowledges that the signature by it on this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Creditor. The Customer furthermore records and acknowledges that, in so far as any provision contained herein may be inconsistent with any provisions contained in any document previously executed by it, the provisions of this document shall prevail.
13. In the event of the Creditor instituting legal action against the Customer for any purpose arising out of this agreement, the Customer shall be liable for legal costs on the scale as between attorney and own client including any tracing fees and collection commission.
14. The Customer nominates as its address for service of all notices or processes arising herefrom as the address reflected on the face of the credit application form under the heading "Registered / Physical Address" and the surety nominates as his address for service the address reflected on the face hereof alongside his name, for service upon the Customer and the surety respectively of all notices and processes in connection with any claim for any sum due to the Creditor arising out of credit granted by the Creditor to the Customer.
15. Save as otherwise specifically provided for herein, the Creditor shall not be liable to the Customer or to any other person for any indirect or consequential damages of any nature whatsoever or any loss or profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by the Creditor of any of its obligations under these conditions or out of any other cause whatsoever. The Customer hereby indemnifies the Creditor against any claim which may be made against the Creditor by any other person in respect of any matter for which the liability of the Creditor is excluded in terms of the foregoing.
16. No relaxation or indulgence which the Creditor may grant to the Customer shall constitute a waiver of the rights of the Creditor and shall not preclude the Creditor from exercising any rights which may have arisen in the past or which may arise in future.
17. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
18. No addition to or variation of these terms shall be of any force or effect unless in writing and signed by or on behalf of the Creditor.

SURETYSHIP (As per item 3)

(To be signed by the owner or each individual member/director)

I, the undersigned (full names) _____

Do hereby bind myself as surety and co-principal debtor in solidum to the Creditor (as listed on attached Credit Application), its order or assignees for the due and proper payment by

(applicant's full names) _____

(hereinafter referred to as the Customer) of each and every month which the Customer is at present indebted to the Creditor or may in future become indebted to the Creditor notwithstanding any fluctuation in the amount or temporary extinction thereof. The terms and conditions of this application shall apply to this suretyship.

1. Any admission made by the Customer as to the fact that it is indebted to the Creditor or as to the amount of any such indebtedness to the Creditor shall be binding upon the surety.
2. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in or temporary extinction of the Customers indebtedness to the Creditor. It may not be withdrawn, revoked or cancelled by me/us without the Creditor's prior written consent. Any consensual cancellations or withdrawal of this suretyship by me/us and the Creditor shall only be valid and effective if reduced to writing and signed by both parties thereof.
3. A certificate under the hand of any director or manager of the Creditor (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness and/or the surety's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer's indebtedness to the Creditor or the surety's indebtedness to the Creditor, shall *prima facie* proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgement or any other proceedings of whatsoever nature against the Customer and / or surety in any common court and shall be valid as a liquid document for such purpose.
4. I hereby expressly renounce the benefits arising from the legal exceptions *Ordinis seu excussions et devisionis* and *de doubus vel pluribus reis debendi* and notwithstanding the amount involved.
5. I consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1994, as amended.

SIGNED ON THIS _____ DAY OF _____ AT _____

SIGNED: _____ DATE: _____

WITNESS: _____ WITNESS: _____

(NAME) _____ (NAME) _____

RESIDENTIAL ADDRESS _____

TELEPHONE NUMBER _____ ID NUMBER _____

SURETYSHIP (As per item 2)

(To be signed by the owner or each individual member/director)

I, the undersigned (full names) _____

Do hereby bind myself as surety and co-principal debtor in solidum to the Creditor (as listed on attached Credit Application), its order or assignees for the due and proper payment by

(applicant's full names) _____

(hereinafter referred to as the Customer) of each and every month which the Customer is at present indebted to the Creditor or may in future become indebted to the Creditor notwithstanding any fluctuation in the amount or temporary extinction thereof. The terms and conditions of this application shall apply to this suretyship.

6. Any admission made by the Customer as to the fact that it is indebted to the Creditor or as to the amount of any such indebtedness to the Creditor shall be binding upon the surety.
7. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in or temporary extinction of the Customers indebtedness to the Creditor. It may not be withdrawn, revoked or cancelled by me/us without the Creditor's prior written consent. Any consensual cancellations or withdrawal of this suretyship by me/us and the Creditor shall only be valid and effective if reduced to writing and signed by both parties thereof.
8. A certificate under the hand of any director or manager of the Creditor (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness and/or the surety's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer's indebtedness to the Creditor or the surety's indebtedness to the Creditor, shall *prima facie* proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgement or any other proceedings of whatsoever nature against the Customer and / or surety in any common court and shall be valid as a liquid document for such purpose.
9. I hereby expressly renounce the benefits arising from the legal exceptions *Ordinis seu excussions et devisionis* and *de doubus vel pluribus reis debendi* and notwithstanding the amount involved.
10. I consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1994, as amended.

SIGNED ON THIS _____ DAY OF _____ AT _____

SIGNED: _____ DATE: _____

WITNESS: _____ WITNESS: _____

(NAME) _____ (NAME) _____

RESIDENTIAL ADDRESS _____

TELEPHONE NUMBER _____ ID NUMBER _____

SURETYSHIP (As per item 3)

(To be signed by the owner or each individual member/director)

I, the undersigned (full names) _____

Do hereby bind myself as surety and co-principal debtor in solidum to the Creditor (as listed on attached Credit Application), its order or assignees for the due and proper payment by

(applicant's full names) _____

(hereinafter referred to as the Customer) of each and every month which the Customer is at present indebted to the Creditor or may in future become indebted to the Creditor notwithstanding any fluctuation in the amount or temporary extinction thereof. The terms and conditions of this application shall apply to this suretyship.

- 11. Any admission made by the Customer as to the fact that it is indebted to the Creditor or as to the amount of any such indebtedness to the Creditor shall be binding upon the surety.
- 12. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in or temporary extinction of the Customers indebtedness to the Creditor. It may not be withdrawn, revoked or cancelled by me/us without the Creditor's prior written consent. any consensual cancellations or withdrawal of this suretyship by me/us and the Creditor shall only be valid and effective if reduced to writing and signed by both parties thereof.
- 13. A certificate under the hand of any director or manager of the Creditor (whose appointment need not be proved) as to the existence and the amount of the Customer's indebtedness and/or the surety's indebtedness to the Creditor at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Customer's indebtedness to the Creditor or the surety's indebtedness to the Creditor, shall *prima facie* proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgement or any other proceedings of whatsoever nature against the Customer and / or surety in any common court and shall be valid as a liquid document for such purpose.
- 14. I hereby expressly renounce the benefits arising from the legal exceptions *Ordinis seu excussions et devisionis* and *de doubus vel pluribus reis debendi* and notwithstanding the amount involved.
- 15. I consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1994, as amended.

SIGNED ON THIS _____ DAY OF _____ AT _____

SIGNED: _____ DATE: _____

WITNESS: _____ WITNESS: _____

(NAME) _____ (NAME) _____

RESIDENTIAL ADDRESS _____

TELEPHONE NUMBER _____ ID NUMBER _____



REVENUE STAMP

Customer assessment by Pronto Representative (PENCIL PLEASE)

Type of development (currently): _____

Value of present development: _____

General (offices/previous dealings & other information): _____

_____ DATE: _____