SapphireBlue

Your Office - Our Priority - Infinite Possibilities

LEVEL ONE BEE | 100% FEMALE OWNED

Stationery | Cartridges | Cleaning Materials | Groceries | Promotional Items | Printing | Office Furniture | Dry Walling

Credit Application Form

1. Full Registered Name of Business: _____

2. Trading As: _____

3. Date business established: _____

4. Vat Registration No: (Supply copy of VAT certificate)_____

5. Company Registration No: _____

6. Registered Office Address: _____

_____Code: _____

7. Nature of Business: _____

8. Person Responsible for Purchases: _____

9. Physical Address: _____

_____Code: _____

10. Postal Address: _____

_____Code: _____

11. E-mail address: _____

12. Website address: _____

13. Tel No's: _____

14. Cell: _____

15. How did you hear about us? _____

16. Can we add you to our mailing list and send you promotions? Yes

Initial here: _____

Tel: 011 792 7664 /0361/0362 | 083 440 2393
Email: serena@sapphireblue.co.za
Web: www.sapphireblue.co.za
Address: Unit 7B, Kimbult Industrial Park, 9 Zeiss Rd, Laser Park, Roodepoort, 2040

Director: Ms S Pillay
CK2009/050555/23 VAT 4110257955

17. Details of Owners\Partners\Members\Directors

Name & Surname	ID/Passport Number	Contact Number

18. Are premises owned or rented: _____

19. Name of landlord if rented: _____ Tel: _____

20. Person responsible for payment of account: _____

21. E-mail address to which the account must be sent? _____

22. Monthly purchases: _____ 23. Credit Required: _____

The creditor reserves the right to increase or decrease the Applicants credit limit at the creditors sole discretion.
The Applicant will be bound to any or all amount/s due to the creditor at any stage of this credit agreement.

24. Trade references

Company	Contact person	Telephone no	Cell Number

25. Bankers: _____

26. Branch: _____

27. Branch Code: _____

28. Bank Account Number: _____

Please attach the following documents with your application: CK doc, Tax clearance Certificate, ID doc of directors and Bank letter or cancelled cheque

Initial here: _____

All sales of goods to the customer by the creditor are concluded on the under mentioned.
STANDARD TERMS AND CONDITIONS INCLUDED WHICH IS A DEED OF SURETYSHIP BY THE SIGNATORY HERETO.

1. I/We the undersigned hereby agree and permit that Sapphire Blue cc is entitled to:
A) Make any reasonable enquiries to any party to verify and research any details provided by the Applicant on this application form, or any other details in relation thereto.

B) Access the files of any Credit Bureau or its agents or its clients to ascertain the Applicant's and its Directors and/or Members and/or Principal's total available credit profiles when assessing this application and at any time during the currency of the Applicant's account with the Supplier.

C) Disclose the existence and the conduct of the Applicant's account with the Supplier, whether still current or not, to any Credit Bureau or other credit grantor for publication.

2. Payment terms are strictly 30 (thirty) days from the date of first statement. **Please note that your first 3 (three) purchases will require COD payment before the 30 (thirty) day account is activated.**

3. All goods remain the sole and absolute property of Sapphire Blue cc until full payment has been received by the creditor in respect of any such goods supplied to the customer.

4. The customer hereby acknowledges that should any amount not be paid on due date, the full amount owing by the customer to the creditor shall immediately become due and payable without notice of whatever nature, notwithstanding that any amount may, as at that date, not yet due. The customer shall pay 2% above the prime rate charged by Standard Bank of South Africa (Pty) Ltd on all overdue amounts from the due date of the payment till the actual payment. The customer further agrees that the creditor may carry out a credit enquiry with a credit bureau of its choice. In the event of its default in any respect whatsoever towards the creditor, the creditor shall be entitled to place the customer on "stop supply" without notice, notwithstanding that the customer may have placed an order for the supply of goods prior to the stop supply date. The customer also agrees that after 28 days written notice, the conduct of the account may be forwarded to a credit bureau.

5. In the event of the creditor instructing its attorneys to collect any amounts, all legal fees and collection charges and tracing agents' fees, as between attorney and client, shall be borne by the customer. All payments made shall firstly be allocated towards such fees and charges, thereafter to interest and finally capital.

6. The customer and the surety\ies hereby consent to the jurisdiction of the Magistrates Court for all actions, which may be instituted against one, or all for the recovery of any amounts owing to the creditor.

7. In all cases where delivery is by carrier, the carrier shall be deemed to be the customer's agent and delivery to such carrier shall be deemed to be delivery to the customer.

8. All goods remain the sole and absolute property of the creditor until full payment has been received by the creditor in respect of any such goods supplied to the customer.

9. No amendment and\or variation and\or deletion and\or addition of these terms and conditions, whether consensual or unilateral and bilateral shall be of any force and effect unless reduced to writing and signed by the creditor. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the creditor to sign and 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 the creditor. No warranties, representatives or guarantees have been made by the creditor or on its behalf, which may have induced the customer and\or, the surety to sign this document.

10. For all purposes under this agreement, including giving notice, the services of any process and for all purposes arising from this agreement, the customer and the surety\ies hereby choose domicilium citandi et executandi at the physical address of the customer stipulated on the face hereof.

11. No relaxation or indulgence granted by the creditor to the customer and\or the surety\ies shall be deemed to be waiver of any of the rights of the creditor in terms of the agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of this agreement.

Full Names: .....

ID Number: .....(Please supply copy of ID document)

Position:..... Dated at .....On this the ..... Day of .....20.....

Signed:.....

I acknowledge that this document was fully completed before I signed same.

Witness.....

I, the undersigned,
do hereby bind myself as surety and co-principal debtor, for the due and punctual payment of all amounts and sums of money, which may now or in the future be or become due, and for the fulfilment of all the obligations, which may now or in the future be or become due by:

.....

(Hereinafter referred to as "the PRINCIPAL DEBTOR"), unto and in favour of.

.....
(Hereinafter referred to as "the CREDITOR").
I acknowledge and understand that as surety and co-principal debtor, I waive and renounce all benefits to which I may be entitled to arising from the legal exceptions including, but not limited to:
a) Excussion - the right to require THE CREDITOR to proceed first against THE PRINCIPAL DEBTOR for payment of any debt owing to THE CREDITOR before proceeding against the surety;
b) Cession of action - the right to require THE CREDITOR to give cession of the action for payment of debts to the surety before any action against the surety may be taken:
c) The benefit of simultaneous citation and division of debt - the right of a co-surety to be liable only for his pro rata share of the principal debt;
d) The right to an accounting from the creditor.
I declare that all admissions and acknowledgments of indebtedness by the PRINCIPAL DEBTOR shall be binding on me and that the said CREDITOR shall be at liberty, (without affecting his/its rights hereunder), to release securities or sureties given or granted in his/its favour, give time to or compound or make any other arrangements or conclude any settlement or compromise with the PRINCIPAL DEBTOR, or any other Surety of Sureties, and in the event of the Estate of the PRINCIPAL DEBTOR being declared insolvent, or if the PRINCIPAL DEBTOR is a Company in the event of the PRINCIPAL DEBTOR being placed in liquidation or under judicial management, or a compromise being affected with his/its creditors, no dividends or payments which the CREDITOR may receive shall prejudice his/its rights to recover from me to the full extent of the amount owing by the PRINCIPAL DEBTOR as at the date of sequestration/liquidation of the PRINCIPAL DEBTOR.
I hereby agree that the CREDITOR shall be entitled from time to time, without affecting his/its rights hereunder. and without notice to me and without obtaining my consent, to grant any extensions of time for payment to the PRINCIPAL DEBTOR, and release all or any securities held from the PRINCIPAL DEBTOR, and that no such extension or release shall in any way affect my liability hereunder
For the purpose of proving any amount alleged to be due by me to the creditor:
A. A certificate purporting to be issued by a person who describes himself in such Certificate as the Manager, Managing Director or Credit Manager of the CREDITOR, wherein the said person states that as at a date mentioned by such person in such Certificate I am indebted to the CREDITOR in an amount stated in such Certificate: or
B. Any document being a certificate thereon, which certificate purports to be that of a person who describes himself as the Manager, Managing Director or Credit Manager of the CREDITOR and wherein such person describes the said document upon which the certificate appears as a computerized extract of my account with the CREDITOR and, if appropriate,
as being a numbered page of like documents shall, upon its mere production in any Court of Law. Whether by a witness or by a Legal Representative acting on behalf of the CREDITOR, be prima facie proof of the truth of the contents of the said certificate or document, as the case may be More particularly and without in any way derogating from the generality of the afore
going:
I. Any amount reflected in such certificate or document, as the case may be, purporting or stated to have been due and owing by me to the CREDITOR at any given time, shall be prima facie deemed to have been due and owing by me to the CREDITOR at that time: and
II. In the case of a document of the nature referred to in B above, the final amount reflected on such document and purporting or stated to be the amount outstanding on the said account and owing by me to the creditor shall be prima facie
deemed to be the amount thus outstanding and owing and for which (besides any other claims that may subsist between us) the CREDITOR shall be entitled to judgment against me.
I agree and declare that this surety ship shall be in addition and without prejudice to any securities now or hereinafter to be held by THE CREDITOR, and that this surety ship shall remain in full force and effect as a covering surety ship for so long as any amount shall remain owing by THE PRINCIPAL DEBTOR to THE CREDITOR.
It is specifically agreed that it is contemplated by me and THE CREDITOR, that THE PRINCIPAL DEBTOR may or will become liable or indebted to THE CREDITOR for the payment of sums of money in respect of various transactions or causes of action.
It is specifically recorded that it is contemplated by me and THE CREDITOR that this surety ship is also intended to cover all indebtedness of the PRINCIPAL DEBTOR to THE CREDITOR, which indebtedness may have already arisen prior to signature hereof.

Initial here: _____

I hereby waive the rights which I have of presentment, notice of disorder and protest of any promissory note, bill of exchange for other negotiable instruments now or hereinafter made, drawn, accepted, endorsed or discounted by THE PRINCIPAL DEBTOR and/or by me, and my liability in respect of any such instruments shall be unaffected by any such want of presentation, notice of dishonour or protest.

THE CREDITOR may at any time, without the consent of the surety, cede or assign or transfer and make over all or some of its right, title and interest in, to and arising out of this surety ship for any part thereof
No variation or cancellation of this Deed of Surety ship shall be of any force or effect unless such variation or cancellation is signed by both the CREDITOR and me.

I hereby consent, in terms of Section 45(1) of the Magistrate's Court Act No.32 of 1944. to the jurisdiction of any Magistrate's Court which at the time of the proceedings in question has jurisdiction over me in terms of Section 28(1) of the said Magistrate's Court Act. Notwithstanding the afore going, I specifically agree that the CREDITOR may in his/its discretion, disregard the afore going consent to jurisdiction and institute any such proceedings in any Division of the Supreme Court of South Africa having jurisdiction, provided that the cause of action would, but for the aforesaid consent be beyond the jurisdiction of the Magistrate's Court.

I agree that notwithstanding anything in the wording of this Deed of Surety ship to the contrary. If only one or more but not all of us should sign this Deed of Surety ship, then the person/s signing this Surety ship shall be liable as Surety/Sureties and Co-Principal Debtor/s subject to all the terms and conditions hereof as if this Deed had made no reference to the other/others of us who had/have not signed this Deed.

I hereby choose domicilium citandi et executandi for all purposes hereunder at the address set out below, and any notice that may require to be given to me hereunder shall be deemed to have been received by me one week after having been properly addressed and posted to me by registered post.

It is agreed that each surety given, each paragraph, each clause, sub-clause and word in this surety is severable. The one from the other. If any surety, paragraph, clause, sub-clause or word is found to be defective, unenforceable or unfair for any reason by any competent Court, the remaining clauses, sureties, paragraphs, clauses, sub-clauses and words shall be and shall continue to be of full force and effect

It is agreed that this surety ship constitutes the whole of the agreement of surety ship between THE CREDITOR and myself. In this Surety ship, unless the context or subject shall otherwise require the singular shall include the plural and the masculine shall include the feminine and the neuter, and references to persons shall include companies. In the case of a plurality of Debtors this Surety ship applies to all their indebtedness and obligations to the CREDITOR, whether joint or several. Where two or more persons execute this Surety ship:
A. They renounce, by their signature, the benefit of the exceptions of division and excussion and are liable in solidum hereunder severally as well as jointly.
B. All provisions of this Deed shall apply to each of them severally as well as to all of them jointly;
C. In the event of this Surety ship for any reason being inoperative or unenforceable against one or more of them, it shall nevertheless remain binding on and enforceable against the other or others of them.

Full name of Surety : .....

ID Number :.....(Please supply copy of ID document)

Position:.....

Dated at.....On this the .....Day of.....20.....

Surety Signed :.....

I acknowledge that this document was fully completed before I signed same.

Witness: .....