



**Tel:** 021 945 2787  
**E-mail:** accounts@bouwtrans.co.za  
**Reg #** 2016/334140/07  
**VAT#** 4190277865  
**Address:** 8c Palmiet Road  
 Stikland Industrial  
 Belville, 7530

APPLICATION FOR CREDIT	
CUSTOMER / PURCHASER DETAILS	
<b>Registered / Full Name:</b>	
<b>Trading Name:</b>	
<b>Physical Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Established Date:</b>	
<b>Business Registration Number:</b>	
<b>VAT Registration Number:</b>	
<b>Type of Business</b>	<input type="checkbox"/> CC <input type="checkbox"/> Sole Prop <input type="checkbox"/> Other _____
<b>Nature of Business:</b>	
<b>Credit Amount Required:</b>	R
<b>Contact Person/s</b>	Orders _____
<b>Accounts Contact</b>	Accounts _____
<b>Banking Details:</b>	Tel: _____
	Cell: _____
	E-mail: _____
	Bank _____
	Branch _____
	Branch # _____
	Acc Type _____
	Acc Number _____

Initial: \_\_\_\_\_



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TRADE REFERENCES:		
Name	Telephone Number:	Contact Person

**FULL DETAILS OF CREDITOS / MEMBERS / SHAREHOLDERS / PROPRIETORS ETC.**

1.	<b>Full Name:</b>	_____
	<b>ID Number:</b>	_____
	<b>Residential Address:</b>	_____ _____
	<b>% Shareholding / Interest</b>	_____

2.	<b>Full Name:</b>	_____
	<b>ID Number:</b>	_____
	<b>Residential Address:</b>	_____ _____
	<b>% Shareholding / Interest</b>	_____

3.	<b>Full Name:</b>	_____
	<b>ID Number:</b>	_____
	<b>Residential Address:</b>	_____ _____
	<b>% Shareholding / Interest</b>	_____

4.	<b>Full Name:</b>	_____
	<b>ID Number:</b>	_____
	<b>Residential Address:</b>	_____ _____
	<b>% Shareholding / Interest</b>	_____

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I hereby certify that the foregoing details are true and correct and warrant that the Directors / Members / Partners / Proprietors have never been insolvent or associated with any business failure.

I / we also give Bouwtrans Pty Ltd the authorization to do the necessary enquiries / credit checks on the above information.

<b>Name:</b>	_____
<b>Designation:</b>	_____
<b>Date:</b>	_____
<b>Signature</b>	_____
<b>AS WITNESS</b>	
<b>Full Name</b>	_____
<b>ID Number:</b>	_____
<b>Signature:</b>	_____

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**STANDARD CONDITIONS OF AGREEMENT**

The following terms and conditions with the order by the purchaser and acceptance thereof by Bouwtrans Pty Ltd shall constitute the whole contract between the purchaser and Bouwtrans Pty Ltd.

- Payment terms are strictly 30 days from date of statement – **NOT LATER THAN THE 1<sup>st</sup> OF EVERY MONTH.** 2.5% interest will be charged on late payments
- Payment to Bouwtrans Pty Ltd shall not at any time be withheld pending settlement of any dispute between Bouwtrans Pty Ltd and the purchaser.
- Payment is to be made by the purchaser without demand to Bouwtrans Pty Ltd into their banking account as follows:
 

<b>Bank</b>	NEDBANK
<b>Branch</b>	10361000
<b>Account Number:</b>	1135437122
<b>Account Type</b>	Cheque
- The purchaser hereby consents to the jurisdiction of the magistrates court having the jurisdiction by virtue of section 28 of the Magistrates Court Act for the determinations of any claim with Bouwtrans Pty Ltd may at any time have against the purchaser out of the supply of goods and or services and which would otherwise be beyond the jurisdiction of the Magistrates Court, because of the amount of the claim.
- In the event of any amount being handed over to an attorney or collections agency, the purchaser shall be responsible for the payment of all legal costs and the collection commission.
- We are entitled to make any inquiries we feel necessary in assessing your application for purchase / credit and also to assess the application from time to time.
- The purchaser acknowledges that the purchase / credit facility may without explanation be withdrawn by Bouwtrans Pty Ltd at any time, without prior notice.
- Ownership, notwithstanding the date on which goods are delivered by Bouwtrans Pty Ltd to the purchaser, shall not pass until time as Bouwtrans Pty Ltd has received payment in full for the goods.
- Any action for payment of amounts due to Bouwtrans Pty Ltd by the purchaser shall be without prejudice to the rights of Bouwtrans Pty Ltd to take possession to the goods where the possession of such goods is not passed to the purchaser.
- The parties agree that this agreement constitutes the whole agreement between parties and that amendment or addition may be in writing with the consent of both parties.
- The purchaser chooses \_\_\_\_\_  
 As his domicilium citandi et executandi address.
- The customer understands that Bouwtrans Pty Ltd has the right to increase quoted prices, due to price increases beyond our control, after 14 days notification.
- The customer undertakes to inform Bouwtrans Pty Ltd in writing within 7 days of any change of address of any Director, Member, Shareholder, Owner of Partner or 14 days to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.

Should legal action be taken in respect of any overdue account, the purchaser will be liable for all the legal costs and undertakes to pay interest on overdue accounts at 2.5% per month.

**Signed at:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_

**Signature** \_\_\_\_\_



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SURETYSHIP
I/ We, the undersigned, _____, _____, _____,
Do hereby bind myself / ourselves jointly and severally unto and in favor of <b>Bouwtrans Pty Ltd</b> (hereinafter called the "creditor") as the suretyship for any co-principal debtor/s in jointly and severally with:
• •
(Hereinafter called the "debtor") for the payment of every sum of money which may now or at any time hereafter be or become owing by the debtor to the creditor arising from goods sold and delivered and / or services rendered by the creditor to the debtor and / or arising from any claims when the creditor may have against the debtor in pursuance of transactions concluded between the creditor and debtor and for the due performance of any other obligation, howsoever arising, which the debtor may now or at any time hereafter be or become bound to perform in favour of the creditor.
I / We, hereby agree:
<ol style="list-style-type: none"> <li>1. That these present shall establish a continuing covering liability on my / our part for whatever amount/s and whatever other obligation/s will be owing by the debtor to the creditor for the time being, notwithstanding and intermediate discharge or settlement of or fluctuations in the account and notwithstanding death, insolvency (which term shall for all the intents and purposes of these presents, including sequestration, surrender, winding up and judicial management) or legal disability of the debtor or of and other surety / ies for and / or co-principal debtor / s with the debtor, until the creditor will have agreed in writing to cancel the presents.</li> <li>2. That these presents shall be and remain binding on the other or others of us, notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or part on any one or more of us.</li> <li>3. That without restricting the generality of anything herein before contained my / our liability hereunder shall be limited to the principal sum of any indebtedness of debtor to the creditor, but shall also cover all other amounts making up the indebtedness, including, in particular, interest, commissions, stamps and other charges.</li> <li>4. That is shall in all times be in the discretion of the creditor to terminate the extent, nature, duration and terms of any facilities to the allowed to the debtor.</li> <li>5. That all admissions or acknowledgements of indebtedness by the debtor shall binding to me / us.</li> <li>6. That no extension of time / other indulgence in respect of any payment of performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction, or postponement of liability, granted or allowed by the creditor to the debtor or to any one or more of us or to any other surety /ies and / or co-principal debtor /s with the debtor, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me / us or the other / s of us, as the case may be from liability hereunder in jointly and severally.</li> <li>7. That each of us shall be bound jointly and severally in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof.</li> <li>8. I / We renounce the benefits of the legal exceptions, "Excussion", "division", "cession of action", "noncausa debiti" ("no value received"), "revision of accounts" and ""de doubud val pluribus debendi" with the full meaning and effect whereof I / we declare myself / ourselves to be acquainted.</li> </ol>

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9.	In terms of section 45 of the Magistrate Court Act 1944, I / we hereby consent to the jurisdiction of the Magistrates Court having jurisdiction under section 28 of said Act in respect of any action to be instituted against me / us or any one or more of us by the creditor. It shall nevertheless be entirely within the discretion of the creditor as to whether to proceed against me /us in such Magistrate's Court or any other Court having jurisdiction.
10.	I / We hereby choose domicilium et executandi (the address of execution and where documents and notices and processes must be saved) for all purposed arising out of these presents at:

**Signed at:**

In the presence of the undersigned Witnesses

		Sureties	Witness
1	Full Name	_____	_____
	Signature	_____	_____
2	Full Name	_____	_____
	Signature	_____	_____

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<b>PLEASE ATTACH COPIES OF THE FOLLOWING DOCUMENTS WITH THE CREDIT APPLICATION</b>
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- |  |
|--|
| 1. Copy of registration documentation                                    |
| 2. Copy of VAT registration / Tax Clearance                              |
| 3. BEE Certificate   |
| 4. Letter from the bank or a copy of a cancelled cheque                  |
| 5. Copy of ID Documents of members of the CC / Pty Ltd / Sole Proprietor |

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