

Approved	R
Rejected	Reason

CREDIT APPLICATION FORM

COMPANY DETAILS

REGISTERED NAME: \_\_\_\_\_  
 TRADING AS: \_\_\_\_\_  
 COMPANY REG. NO.: \_\_\_\_\_ VAT REG. NO.: \_\_\_\_\_  
 TYPE OF BUSINESS (Sole Proprietor, C.C, LTD, (PTY) Ltd etc.) \_\_\_\_\_  
 ESTABLISHMENT DATE: \_\_\_\_\_ NATURE OF BUSINESS: \_\_\_\_\_  
 BUSINESS CURRENT PHYSICAL ADDRESS: \_\_\_\_\_ BUSINESS POSTAL ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 BUSINESS REGISTERED ADDRESS/ domicilium citandi et executandi: \_\_\_\_\_  
 TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ CELLPHONE NO.: \_\_\_\_\_  
 ACCOUNTS DEPT. CONTACT PERSON: \_\_\_\_\_ NEXT OF KIN NAME: \_\_\_\_\_  
 MONTHLY CREDIT LIMIT APPLIED FOR R \_\_\_\_\_ NEXT OF KIN NO.: \_\_\_\_\_

2. PERSONAL DETAILS OF OWNERS, PARTNERS, DIRECTORS OR MEMBERS (attach identity document & proof of address)

FULL NAME	PHYSICAL ADDRESS	I.D. NO.
1.		
2.		
3.		

3. TRADE REFERENCES (KINDLY PROVIDE NO LESS THAN 5)

FOR OFFICE USE ONLY

COMPANY	CONTACT PERSON	PHONE NO. (LANDLINE)
1.		
2.		
3.		
4.		
5.		

4. BUSINESS BANKING DETAILS (KINDLY PROVIDE BANK CONFIRMATION LETTER)

ACCOUNT NAME: \_\_\_\_\_  
 BANK NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_  
 ACCOUNT NO.: \_\_\_\_\_ BRANCH CODE: \_\_\_\_\_

I/ WE THE UNDERSIGNED HEREBY AND AGREE, BY SUBMITTING THE INFORMATION IN THIS CREDIT APPLICATION, THAT THE INFORMATION SUPPLIED IS TRUE AND CORRECT AND AUTHORISES SWISSBUILD (PTY) LTD TO MAKE INQUIRIES INTO THE BANKING, CREDIT BUREAUS AND BUSINESS/TRADE REFERNCES THAT YOU HAVE SUPPLIED.

Initial

TERMS AND CONDITIONS OF SALE

The following terms and conditions shall apply to all sales of any brands under SwissBuild (PTY) LTD

1. All goods sold by SwissBuild (PTY) LTD shall remain the sole and absolute property of SwissBuild (PTY) LTD until full payment has been received from the CUSTOMER.
2. All goods supplied by SwissBuild (PTY) LTD are sold voetstoots and SwissBuild (PTY) LTD makes no warranties or representations as to the suitability of goods for any purpose whatsoever.
3. All quotations will remain valid for a period of 30 days only from the date of the quotation.
4. The prices quoted are subject to any increases in the cost price of SwissBuild (PTY) LTD, including currency fluctuations, before acceptance of the order.
5. Any cancellations of orders by the CUSTOMER before seven (7) days of collection and/or delivery of goods, will result in penalties being levied against the CUSTOMER in the sole discretion of SwissBuild (PTY) LTD
6. All invoices are to be paid on the 30<sup>th</sup> of the month following the date of the invoice.
7. Cheques will only be accepted as a means of payment if prior written arrangements have been made with SwissBuild (PTY) LTD management. A cheque shall be deposited into SwissBuild (PTY) LTD's bank account seven (7) days prior to collection of supplies. The CUSTOMER shall be liable for all payments due until the cheque reflects and clears in the bank account of SwissBuild (PTY) LTD.
8. The CUSTOMER shall be liable for any fees incurred by SwissBuild (PTY) LTD with regard to dishonored cheques, and/or including any loss or claim resulting from the CUSTOMER'S cheque being dishonored.
9. Any claims arising from the invoices must be made within seven (7) working days of receipt of invoice.
10. The CUSTOMER shall not, under any circumstances, deduct or set off any amount from the amounts due to SwissBuild (PTY) LTD as indicated on SwissBuild (PTY) LTD statements and/or Invoices without prior written authority from SwissBuild (PTY) LTD. Should the CUSTOMER proceed to deduct or set off any amount, that amount will still be due, owing and payable to SwissBuild (PTY) LTD.
11. In the event of SwissBuild (PTY) LTD instituting legal action against the CUSTOMER, the CUSTOMER shall be liable to pay all legal costs incurred by SwissBuild (PTY) LTD on an attorney and own client scale, including collection commission and tracing agent fees and/or any other costs incurred in pursuit of SwissBuild (PTY) LTD's claim against the CUSTOMER.
12. The signatory who signs the Credit Application AND/OR signatory on the Deed of Suretyship, on behalf of the CUSTOMER, hereby binds himself/herself as Surety and Co-Principal CUSTOMER and declares that, if married in Community of Property, the requisite spousal Power of Attorney, on behalf of the joint estate, has been obtained for him/her to enter into this agreement.
13. The CUSTOMER/S agree that the South African legislation shall apply to all transactions between the CUSTOMER and SwissBuild (PTY) LTD.
14. The CUSTOMER acknowledges that it is the sole decision of SwissBuild (PTY) LTD, to grant or reject a credit facility offered to the CUSTOMER. Once the credit facility has been granted, it may be withdrawn by SwissBuild (PTY) LTD, at any given time, without prior notice to the CUSTOMER and this is at the sole discretion of SwissBuild (PTY) LTD.
15. The CUSTOMER's chosen domicilium citandi et executandi address, for service of all notices and processes, is at the address set out as the CUSTOMER'S registered office/business address on the face of this document. All notices sent to the CUSTOMER by prepaid registered post at its domicilium citandi et executandi shall be deemed to have received by the CUSTOMER seven (7) days after the date of posting.
16. The CUSTOMER warrants that all information provided on this document is true and correct, and shall notify SwissBuild (PTY) LTD, in writing, of any change of details including change of ownership, and shall provide the current Owners, Directors, Members and Partner's names and address within seven (7) days of change. Should the CUSTOMER not comply, SwissBuild (PTY) LTD reserves their rights to place on hold and/or terminate the credit facility and this is a material term of this contract.

Initial

17. SwissBuild (PTY) LTD reserves its right to renew its pricing structure in accordance with market, economic and other relevant circumstances.
18. 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.
19. Any order or supply is subject to cancellation by SwissBuild (PTY) LTD, if the CUSTOMER breaches any term of this agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the CUSTOMER or any of its principals. In the event SwissBuild (PTY) LTD canceling the order during the term of the sale, then the CUSTOMER shall nevertheless ensure that full payment of any goods received is made within the time limits provided in this agreement.
20. 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.
21. The invalidity of any part of this agreement shall not affect the validity of any other part.
22. 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.
23. SwissBuild (PTY) LTD retains all intellectual property in its goods, specifications, data, and all other documents prepared by SwissBuild (PTY) LTD for the Customer in whatever medium.
24. Any know-how, information or documents supplied at any time by SwissBuild (PTY) LTD to the CUSTOMER shall be treated as confidential and shall not be disclosed by the CUSTOMER to any third party.
25. SwissBuild (PTY) LTD shall be entitled, at any stage, to request documentary proof of the CUSTOMER's financial status.
26. Please note that this Credit Application is strictly subject to all SwissBuild (PTY) LTD's standard trading terms and conditions.

FULL NAMES: .....ID NUMBER: .....  
 (Please supply copy of ID document)

POSITION:.....

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 SIGNED FOR AND ON BEHALF  
 OF THE CUSTOMER

\_\_\_\_\_  
 COMPANY REGISTRATION STAMP

Initial

DEED OF SURETYSHIP

I / WE, the undersigned \_\_\_\_\_

Identity number: \_\_\_\_\_  
(hereinafter referred to as "the Surety/ies")

ADDRESS: \_\_\_\_\_

Identity number: \_\_\_\_\_  
(hereinafter referred to as "the Surety/ies")

ADDRESS: \_\_\_\_\_

do hereby binds myself/ourselves as surety and co-principle debtor in solidum to

SwissBuild (PTY) LTD (hereinafter referred to as "the Creditor")

for the payment on demand of all sums of money which may now or in the future be or become due to the Creditor, and for the fulfilment of any/all the obligations which may now or in the future be or become due by

\_\_\_\_\_  
(hereinafter referred to as "the Principal Debtor")

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor shall be binding on me/us, that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Principal Debtor or other persons, company or companies aforesaid without reference to approval by me, and that in the event of liquidation, judicial management, insolvency or compromise no such liquidation, judicial management, insolvency or compromise and no dividend or payment which, the Creditor may receive from the Principal Debtor or any other person or persons, company or companies, or from me shall prejudice the rights of the Creditor to recover from me/us to the full extent of this Suretyship, any sum which, after the receipt of such dividend or payment may remain owing by the Principal Debtor.

In the event of any liquidation, judicial management or sequestration of the Principal Debtor I/we bind myself/ourselves not to file any claim against the Principal Debtor in competition with the Creditor. Further, in the event of any composition or compromise by the Principal Debtor, whether in terms of the company law or insolvency law, or under common law, I/we also undertake not to file any claim against the Principal Debtor in competition with the Creditor.

And I/we hereby renounce the benefit of the legal exceptions order of excussion and division, no cause of debt and revision of accounts with the force and effect of which, I/we acknowledge myself to be fully acquainted and I/we agree and declare that this Suretyship is to be in addition and without prejudice to any other Suretyship and security now or hereafter to be held by the Creditor and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my death or legal disability.

And I/we hereby agree that notwithstanding any part payment by me/us or on behalf, I/we shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Principal Debtor or against any other surety for the Principal Debtor in respect thereof unless and until the indebtedness of the Principal Debtor to the Creditor shall have been discharged in full.

For the purpose of any action against me/us hereunder, for the provisional sentence or otherwise, a certificate by any Manager or Legal Advisor or the Secretary (which persons appointment and authority need not be proved) of the Creditor as to the amount owing by the Principal Debtor and to the effect that the due date of payment of such amount has arrived shall be prima facie proof of the facts herein stated until the contrary shall have been proved.

And I/we choose *domicilium citandi et executandi* for all purposes herein at the above address set out against my/our name, and all notices required to be given to me/us in terms hereof shall be considered duly given if posted to me/us to the said address respectively.

Initial

This Suretyship by me/us shall remain of full force and effect for so long as the Principal Debtor is indebted to or under any obligation or commitment to the Creditor and I/we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Principal Debtor to the Creditor shall have fully discharged, and until the Creditor shall have given to me a release in writing.

The Creditor and the Surety hereby consent, in terms of Section 45 of Act 32 of 1944, to the jurisdiction of the Magistrates Court in respect of any action or proceeding arising from or as a result of this Suretyship, including but not restricted to any claim in respect of goods sold and delivered, where the amount or value of the action or proceeding exceeds the jurisdiction conferred by the Section 29 of Act 32 of 1944, provided that such Court has jurisdiction in terms of Section 28 of Act 32 of 1944, and provided further that the Creditor may, at its sole discretion, elect to institute action or proceeding in any other competent Court.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
 SURETY

Initial

DEAR VALUED CUSTOMER:

We are proud to announce that we have improved our brand/s.

Kindly note, however, that this is not a change of ownership.

In complying with the new change of name, we are required to fulfill certain other requirements with regards to our Customers. Each of our Customers will have to complete a new Credit Application. Whilst we are upgrading our systems, your credit facility, will most likely not be affected.

Please note that the following supporting documents listed below are required:

1	CK Documents / Memorandum/ Articles of Association/ Partnership Agreement And/or any other relevant Company documentation:	
2	Copies of the Owners/ Partners/ Directors / Member's/Signatories identity documents	
3	If married in COMMUNITY OF PROPERTY, please provide the following: Marriage Certificate Identity document of your spouse Proof of Address Contact details	
4	Proof of Address for each Owner, Partner, Director and Member	
5	Cancelled cheque / Bank Account confirmation letter	
6	Vat Letter	
7	Consent on page 8 to request for trade references	

Kindly arrange documents listed above & handover original copies to our sales representatives or driver.

THANKING YOU FOR YOUR CO-OPERATION.

For and on behalf of  
SwissBuild (PTY) LTD

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**BANKING DETAILS**

Good Day,

Please take note that Cash deposits are not allowed into our Standard Bank account. The Standard Bank account is strictly for **EFT payments only**.

**CASH DEPOSITS ONLY - ABSA BANK**

ACC NAME: ALBARAKA BANK

ACC NO: 407 341 22 16

DEPOSIT REF: 78600319954 INVOICE NUMBER / ACCOUNT REF

**EFT ONLY - STANDARD BANK**

ACC NAME: SWISS BUILD (PTY) LTD

BRANCH: OVERPORT (043826)

ACC NO: 051233878

DEPOSIT REF: INVOICE NUMBER / ACCOUNT REF

Please ensure the correct reference number is used when making payment into our Absa bank account (e.g.: XYZ001).

Failure to use the correct reference number will result in payment not clearing into our bank account as well as hinder the process of reflecting on your account. Thus, leading to orders being withheld and hindering smooth processes etc.

**Please Note!**

Cash deposits into our Standard Bank Account will result in the bank charges being levied to your account.

Initial

Dear Valued Customer

We are pleased to inform you that your application to purchase on credit from **SWISSBUILD (PTY) LTD** is currently under review. As part of our standard credit evaluation process, we kindly request your consent to contact your trade references to obtain information about your purchasing relationship with them.

The information we seek will include, but may not be limited to, your payment history, the average length of your business relationship, and the credit terms extended to you. This information will be used solely for the purpose of assessing your credit worthiness and will be kept confidential.

Please provide your consent by signing and returning the attached authorization form at your earliest convenience. Your prompt response will help expedite the review process.

If you have any questions or need further information, please do not hesitate to contact us.

Thank you for your cooperation.

**\*\*Authorization to Release Trade Reference Information\*\***

I, \_\_\_\_\_, representing \_\_\_\_\_, hereby authorize **SWISSBUILD (PTY) LTD** to contact the trade references provided in our credit application for the purpose of obtaining information about our purchasing relationship.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Initial