



Goldens Motor Supplies

(Proprietary) Limited

P. O. Box 2277, Northriding, 2162 - 166 Gigantic Ave, Northlands Business Park
New Market Road, Hoogland.
Tel: 011 704 7372 / 7376 - Fax: 011 704 7383
Reg no: 72/03316/07 - - Vat no: 4570104945

CREDIT APPLICATION FORM

BUSINESS NAME

For Goldens Motor Supplies (PTY) LTD Use Only:	
Approved _____	Denied _____
Date: _____	Credit Limit: _____
Mgr Signature: _____	Account Number: _____

Note: Please print clearly using block letters

Business Details:

Registered Name of Business: _____

Type of Business (Company, CC, Sole Trader, etc): _____

Trading Name (if different to registered name): _____

Date Opened: _____ Registration Number: _____ VAT Number: _____

Physical (Delivery Address):

Postal Address:

Registered Address:

_____	_____	_____
_____	_____	_____
_____	_____	_____
Code: _____	Code: _____	Code: _____
Tel. No: _____	Fax No: _____	Cell No: _____

Details of Directors / Members / Partners / Owner (Sole Proprietor): (Please attach copy of ID)

Full Name:	Address:	Identity Number:
1. _____	_____	_____
	Tel. No: _____	
2. _____	_____	_____
	Tel. No: _____	
3. _____	_____	_____
	Tel. No: _____	
4. _____	_____	_____
	Tel. No: _____	

Marital Status: 1 _____ 2 _____ 3 _____ 4 _____

Auditors: Name: _____ Tel. No: _____ Fax No: _____

Premises (please tick): Owned: _____ Leased: _____ Rented: _____

Landlord's Details: Name: _____ Tel. No: _____
(where applicable)
Address: _____

Banking Details:

Account Name: _____ Account Type: _____
Name of Bank: _____ Branch: _____ Branch Code: _____
Date Opened: _____ Account Number: _____
Authorised Signatories: _____

Details of Credit Required:

Contact Person: _____ Accounts: _____ Sales: _____ Manager: _____
Monthly Credit Required: R _____ (ALL ACCOUNTS ARE PAYABLE WITHIN 30 DAYS)
Payment Method (tick): _____ Cheque: _____ Cash: _____ Electronic Transfer: _____

For Goldens Motor Bank Code: _____ Limit: _____

Trade References:

Company and Contact Names	Tel. No	Date Opened	Monthly Purchases	Terms
1				
2				
3				

For Goldens Motor Supplies (PTY) LTD Use (Trade Reference Check):

1) _____
2) _____
3) _____

Terms and Conditions:

Goldens Motor Supplies (PTY) LTD (Pty) Ltd (Goldens Motor Supplies (PTY) LTD) agrees to supply the customer with goods as ordered, subject to the terms and conditions detailed hereunder:

1. The Goldens Motor Supplies (PTY) LTD terms of payment are strictly 30 days from date of statement. Goldens Motor Supplies (PTY) LTD reserves the right, in the event of any late payment by the customer, to suspend any further deliveries to the customer and to charge interest at 2% (two percent) above the prime interest rate being charged by First National Bank or the statutory interest rate applicable, whichever is the highest, until such time as the full outstanding amount is settled in full or, in the event of any breach of the terms and conditions of this document, until such time as such breach has been remedied.
2. The price payable for goods purchased from Goldens Motor Supplies (PTY) LTD shall be the existing Goldens Motor Supplies (PTY) LTD list price and the granting or withdrawal, for any reason whatsoever, of any trade or settlement discount allowed, shall be at the sole discretion of Goldens Motor Supplies (PTY) LTD.
3. Payment for goods purchased by the customer from Goldens Motor Supplies (PTY) LTD may be made in cash, by cheque, by direct deposit, or by electronic transfer. Under no circumstances, may payment be made by means of post-dated cheques.
4. The customer shall be liable to refund Goldens Motor Supplies (PTY) LTD for all bank charges and any other charges which may arise in the event of any payment by the customer, whether by cheque or otherwise, being dishonoured by the bank.
5. Cheque payments will only be accepted by Goldens Motor Supplies (PTY) LTD for cheques drawn on the bank account detailed in this application. No other cheques will be accepted.
6. Any goods which are being returned for credit must be returned to Goldens Motor Supplies (PTY) LTD's premises and must be inspected and approved by Goldens Motor Supplies (PTY) LTD before credit is passed. Goods correctly supplied will be subject to a 10% handling fee.
7. No goods purchased from Goldens Motor Supplies (PTY) LTD, subject to the nature of the goods, will be credited if claimed to be faulty until the validity of such claim has been verified by an appropriate independent third party and the claim has been accepted by Goldens Motor Supplies (PTY) LTD.
8. No credit will be passed on any goods supplied by Goldens Motor Supplies (PTY) LTD unless such goods are returned within 7 (seven) days in their original packaging, unmarked, and in the exact condition in which they were supplied.
9. No credit will be passed on any goods unless, in addition to any other terms or conditions contained in this document, the customer provides Goldens Motor Supplies (PTY) LTD with acceptable proof that the goods were purchased from Goldens Motor Supplies (PTY) LTD.
10. Warranties or guarantees on any goods supplied to the customer by Goldens Motor Supplies (PTY) LTD are limited to the manufacturers' warranties or guarantees, if any. Goldens Motor Supplies (PTY) LTD's liability shall be limited to the replacement, free of charge, of any goods supplied by Goldens Motor Supplies (PTY) LTD which are found, at Goldens Motor Supplies (PTY) LTD's sole discretion, to be defective.
11. All deliveries by Goldens Motor Supplies (PTY) LTD to the customer shall be made to the physical address reflected in this application. Deliveries to any other address shall be authorised in writing by the customer and the customer shall remain liable for the payment of such goods in terms of this document.
12. The signature of the customer or any employee, representative, nominee or agent of the customer on any Goldens Motor Supplies (PTY) LTD invoice, delivery note, trip sheet or other similar document, shall constitute proof of delivery to the customer, irrespective of the address to which the goods reflected in the document concerned were delivered.
13. All risk in respect of any goods delivered to the customer by Goldens Motor Supplies (PTY) LTD shall pass to the customer upon delivery. Ownership of such goods, however, shall remain with Goldens Motor Supplies (PTY) LTD until such goods have been paid for in full. Full payment in respect of payments other than cash, shall refer to the clearance by Goldens Motor Supplies (PTY) LTD's bank of the payment.
14. **The signatory(ies) hereunder bind themselves as co-principal debtors with and surety for the customer in all matters related to this agreement and waive and renounce all benefits of any nature whatsoever to which they would be entitled arising from any legal exceptions, and chooses as their respective domicilium citandi et executandi the addresses detailed in this document.**

15. The customer shall not cede nor assign any of its rights or obligations in terms of this document without the express written consent of Goldens Motor Supplies (PTY) LTD.
16. The customer shall not be entitled to set off any amount which may be owing to the customer by Goldens Motor Supplies (PTY) LTD against any amount which the customer owes or may owe to Goldens Motor Supplies (PTY) LTD in terms of this agreement.
17. Any dishonoured or stopped cheques by the customer will result in the immediate termination, without notice to the customer by Goldens Motor Supplies (PTY) LTD, of this agreement and Goldens Motor Supplies (PTY) LTD may recover all goods delivered without notice to the customer.
18. The customer shall notify Goldens Motor Supplies (PTY) LTD in writing within seven (7) days of any change in the name, ownership, effective control or form of legal entity, of the customer's business.
19. This document shall constitute the entire agreement between Goldens Motor Supplies (PTY) LTD and the customer and no additions, alterations or amendments of any nature whatsoever shall be binding on either party unless reduced to writing and signed by both parties.
20. In the event of any dispute regarding any amount to be paid by the customer to Goldens Motor Supplies (PTY) LTD, a certificate signed by any member of the Goldens Motor Supplies (PTY) LTD Management shall constitute prima facie proof that the disputed amount remains outstanding for the purposes of any legal action to be taken by Goldens Motor Supplies (PTY) LTD.
21. Goldens Motor Supplies (PTY) LTD shall, at its sole discretion and option, be entitled to institute legal action in any Magistrates Court having jurisdiction, notwithstanding that the value of the claim or matter may exceed the jurisdiction of such Magistrates Court.
22. The customer shall be liable for all legal costs, on an attorney and own client scale, as well as all collection and other costs incurred by Goldens Motor Supplies (PTY) LTD arising out of the breach of any of the terms and conditions of this document by the customer.
23. The customer chooses as its domicilium citandi and executandi the physical (delivery) address detailed in this document and the customer shall advise Goldens Motor Supplies (PTY) LTD, by registered mail, within 7 (seven) days of any change to such address.

DISCLAIMER AND WARNING

Goldens Motor Supplies (PTY) LTD (Pty) Ltd strongly advises that all parts purchased from us should only be fitted by a qualified automotive technician at an approved and accredited Retail Motor Industry (RMI) workshop and in accordance with the manufacturer's specifications.

Failure to adhere to the above advice could result in incorrect fitment. This could, in turn, lead to serious injury or damage for which the supplier, distributor or manufacturer cannot be held responsible.

I/We the undersigned, hereby warrant that all the information contained in this document is true and correct. I/We have read and understand this document and I/we irrevocably accept and agree to abide by all the terms and conditions contained herein, including Clause 14 relating to Sureties, and warrant that I/We are authorised to bind the applicant in terms of this application.

This done and signed at: _____ this _____ day of _____ 2012

1) Signed: _____
Full Name: _____
Capacity: _____
(Director or Owner)

Signed: _____
Full Name: _____
Capacity: _____
(Witness)

2) Signed: _____
Full Name: _____
Capacity: _____
(Director or Owner)

Signed: _____
Full Name: _____
Capacity: _____
(Witness)

3) Signed: _____
Full Name: _____
Capacity: _____
(Director or Owner)

Signed: _____
Full Name: _____
Capacity: _____
(Witness)

4) Signed: _____
Full Name: _____
Capacity: _____
(Director or Owner)

Signed: _____
Full Name: _____
Capacity: _____
(Witness)

Please note: Copies of the following documents must be attached to the credit application forms:-

1. ID documents of owners/members/directors.
2. If married in community of property - Marriage certificate.
3. Company registration certificates.
4. VAT registration certificate.
5. Proof of residence ---- recent municipal account for company and owners.
6. Letter from auditor confirming appointment as auditor.

CREDIT APPLICATION ADDENDUM

I/We, the undersigned, on behalf of _____ do hereby warrant that all information recorded in the attached Credit Application with Goldens Motor Supplies (PTY) LTD (Pty) Ltd (Goldens Motor Supplies (PTY) LTD) dated _____ is true and correct and I/we agree that all transactions concluded with Goldens Motor Supplies (PTY) LTD shall be subject to the terms and conditions contained in the Credit Application. I/We acknowledge that I/we have read and understand, and irrevocably agree, to be bound by all such terms and conditions.

I/We confirm that clause 14, which covers the provision of personal surety in order to secure all the liabilities of _____ to Goldens Motor Supplies (PTY) LTD (Pty) Ltd arising from all transactions made in terms of the conditions contained in the attached Credit Application, has been specifically explained to me/us.

I/we confirm that we are duly authorised to bind _____ and sign this document on their behalf.

This done and signed at: _____ this _____ day of _____ 2012

1) Signed:	_____	Signed:	_____
Full Name:	_____	Full Name:	_____
Capacity:	_____	Capacity:	_____
	(Director/Member or Owner)		(Witness)

2) Signed:	_____	Signed:	_____
Full Name:	_____	Full Name:	_____
Capacity:	_____	Capacity:	_____
	(Director/Member or Owner)		(Witness)

3) Signed:	_____	Signed:	_____
Full Name:	_____	Full Name:	_____
Capacity:	_____	Capacity:	_____
	(Director/Member or Owner)		(Witness)

4) Signed:	_____	Signed:	_____
Full Name:	_____	Full Name:	_____
Capacity:	_____	Capacity:	_____
	(Director/Member or Owner)		(Witness)