NYUNDO TRADING

coface FOR TRADE

# APPLICATION FOR CREDIT

REGISTERED NAME OF CO: ..........................................................................................................................................

TRADING NAME OF CO: ..............................................................................................................................................

TRADING ADDRESS: .....................................................................................................................................................

POSTAL ADDRESS: ........................................................................... TELEPHONE NO: .........................................................

DATE ESTABLISHED: ...................................................................... FAX NO: ......................................................................

EMAIL ADDRESS: ........................................................................... VAT NUMBER: .........................................................

COMPANY REGISTRATION: .....................................................................................................................................

TYPE OF BUSINESS: SOLE OWNER/ PARTNERSHIP/ (PTY) LTD/ LTD/ CC

HOLDING COMPANY (should the subject be subsidiary of any other concern) ..........................................................

DIRECTORS/OWNERS/MEMBERS/PARTNERS FULL NAMES AND PARTICULARS

(a) DIRECTORS/OWNERS/MEMBERS/PARTNERS NAME: ......................................................................................

RESIDENTIAL ADDRESS: ..........................................................................................................................

ID NUMBER : ..........................................................................................................................................

(b) DIRECTORS/OWNERS/MEMBERS/PARTNERS NAME: ......................................................................................

RESIDENTIAL ADDRESS: ..........................................................................................................................

ID NUMBER : ..........................................................................................................................................

BANKERS: ........................................................................................ BRANCH: ......................................................................

ACCOUNT NO: .................................................................................. BRANCH CODE: .......................................................

COMPROMISE TO CREDITORS: ....................................................................................................................................

AMOUNT OF CREDIT REQUIRED: ...........................................................

**This is a 8 page credit application form; All 8 pages must be initialled**

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DETAILS OF CURRENT TRADE REFERENCES

1 NAME OF SUPPLIER: ..........................................................................................................................

ADDRESS: ..........................................................................................................................

TELEPHONE NO: .......................................................... AVERAGE MONTHLY PURCHASES..........................

EMAIL: .......................................................... CONTACT PERSON: ..........................................................

2 NAME OF SUPPLIER: ..........................................................................................................................

ADDRESS: ..........................................................................................................................

TELEPHONE NUMBER: ..........................................................AVERAGE MONTHLY PURCHASES..........................

EMAIL: .......................................................... CONTACT PERSON: ..........................................................

3 NAME OF SUPPLIER ..........................................................................................................................

ADDRESS: ..........................................................................................................................

TELEPHONE NO: ..........................................................AVERAGE MONTHLY PURCHASES..........................

EMAIL: .......................................................... CONTACT PERSON: ..........................................................

4 NAME OF SUPPLIER ..........................................................................................................................

ADDRESS: ..........................................................................................................................

TELEPHONE NO: ..........................................................AVERAGE MONTHLY PURCHASES..........................

EMAIL: .......................................................... CONTACT PERSON: ..........................................................

## APPLICATION FOR CREDIT

### STANDARD TERMS AND CONDITIONS OF SALE ON CREDIT

**General**

Any order accepted by Nyundo Trading Pty Ltd (CR 2015/416464/07) (hereinafter referred to as “the Company”) for the supply of Goods shall be deemed to incorporate these Terms and Conditions of Sale. No variation or modification of, or substitution for these Terms and Conditions of Sale (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. Acceptance of these Terms and Conditions of Sale does not necessarily imply access to all the Company’s products. The Company may make changes to these Terms and Conditions of Sale (including any credit terms) from time to time by notice to the Customer. The Customer is treated as having accepted the changed terms if it sends an order to the Company after receiving its notice of those changes.

**Credit**

The granting of credit to the Customer will always be in the sole discretion of the Company and should such credit be granted, the Customer undertakes to sign and return all the necessary documentation without delay.
An incidental credit agreement between the Customer and the Company will not have been concluded until the Company has communicated its acceptance of this credit application to the Customer, which acceptance (or rejection, as the case may be) shall be communicated either orally or in writing.
The Company reserves the right at any time to cancel, withdraw, vary of amend any credit facility granted to the Customer, without prior notice. In the event that the Company withdraws or cancels such credit facilities, all amounts owning by the Customer to the Company will immediately become due, owning and payable. The Customer warrants that its annual turnover exceeds the thresholds set out in the National Credit Act 34 of 2005 and the Consumer Protection Act 68 of 2008.
The Customer warrants that all the information contained in this credit application is true and correct and authorizes the Company to use any reasonable means to verify this information.

**Prices**

Unless otherwise agreed in writing by the Company, we reserve the right to vary the price stated for the Goods in order to take into account of any increase costs or exchange rate fluctuations at the time of acceptance of the Customers Purchase Order. The Company will notify the Customer of any such changes. All prices listed are Vat exclusive unless otherwise stated and subject to change without notice. The Company reserves the right to accept or reject any Purchase Order, whether written or verbal, at its discretion.

**Payment**

The Customer undertakes to pay the account promptly within 30 (thirty) days net from date of statement. Should the Customer be in arrears with such payment, or part thereof, all amounts owing by the Customer to the Company will immediately become claimable and payable to the Company at its discretion and the interest will accrue thereon as set out therein, irrespective of whether such amounts are due at that stage.
The Customer undertakes to pay interest on all overdue amounts at a rate of 3% above the ruling prime bank rate to be capitalized monthly.
A certificate of the manager, accountant, auditor and/or official concerned with accounts of the Company which shows the amount due shall be substantive proof in any legal action of the amount, plus interest due by the Customer to the Company and shall be considered as a legal document in any legal proceedings.

**Assignment**

An order and any payments to be made in relation to it shall not be assigned or transferred without the prior written approval of the Company, which shall not be unreasonably withheld or delayed.

## APPLICATION FOR CREDIT

**Delivery**

Delivery will be made to the location specified on the order form and the Customer shall be liable for all freight costs. No claim for damage in transit or shortage in delivery will be considered in cases where the Company has agreed to deliver the Goods to the Customer unless a separate notice in writing is given to the carrier concerned and the Company immediately the Goods are received followed by detailed and complete claim in writing within 2 trading days of delivery. In the event of loss or destruction of the Goods in transit, advice of non-delivery must be submitted in writing to the carrier and to the Company within 7 days of the date of consignment as advised by the Company to the Customer. The Company will not accept any responsibility for damage to or non-delivery of goods when the carrier or carrier account is specified by the customer. Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of Goods. Delay due to circumstances not reasonably within the control of the Company shall not entitle the Customer to cancel any order or to refuse to accept delivery. Notwithstanding that the title to the Goods may not have passed, the risk in the Goods shall pass to the Customer upon delivery.

**Force Majeure**

Should the Company be delayed in or prevented from making delivery owing to any cause whatsoever beyond the Company's control, including but not limited to Acts of God, war, strike, riots, government intervention, industrial stoppage or natural disaster or otherwise, the Company shall be at liberty to cancel or suspend any affected order without incurring any liability for any loss or damage resulting there from.

**Insurance**

Insurance will not be effected by the Company on Goods forwarded from the Company's premises unless the Company receives written instructions from the Customer to insure.

**Cancellation of Order**

Once an order has been accepted and invoiced by the Company it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will cover all costs in returning the Goods to the Company and ensure that the Goods are insured in transit and returned to the Company's premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the Customer will incur a re-stocking fee of a minimum of R200.00, or 15% of the invoiced value of the Goods, whichever is the greater. Upon a Customer placing a special order or an indent order of Goods that are of a special nature or quantity, the Customer will be deemed to have invited the Company to allocate or order Goods or additional production time for its fulfilment and to have agreed that the Customer's order will be irrevocable pending acceptance or rejection by the Company within a reasonable time.

**Returns**

Before returning any Goods, an RA (Return Authorisation) must be requested and issued. Goods will not be accepted, credited or replaced without the RA stated on the returned Goods. Consumable items are not eligible for credit or return unless otherwise agreed by the Company in writing. Unauthorised returns will not be shipped back to sender except at its expense (a handling fee may also apply).

The Customer may return authorised Goods or parts ("items") using the shipping method of its choice and is responsible for the return shipping charges. The Company recommends that the Customer insures the return shipment as the Company cannot be responsible for damaged or lost shipments. Used or otherwise altered items not in new condition are not eligible for credit. All returns must be received within 14 days of the original order or a credit cannot be issued. Upon receipt of your returned items the Company will inspect them, return them to inventory if in new unused condition and issue the Customer with the credit according to the conditions of the applicable Cancellation of Order. A re-stocking fee will be applied to any goods not returned in the original undamaged packaging. DOA returns must be notified within 7 days of receipt of the goods.

# APPLICATION FOR CREDIT

**Ownership**
The risk in any Goods supplied by the Company to a Customer shall pass to the Customer when such Goods are delivered to the Customer or into custody on the Customer's behalf. Until the Customer has discharged all outstanding indebtedness to the Company in respect of all Goods, the Company retains ownership in all Goods delivered to the Customer or into custody on the Customer's behalf (Retained Goods).

**Evaluation Product**
The Company will make Evaluation Product available to the Customer from time to time, to allow the Customer to evaluate product features and benefits prior to purchasing. All Evaluation Product shipped to the Customer will be brand new in unopened factory condition and either wrapped or shipped in an outer carton. Such Evaluation Product is not to be left on the premises of any of the Customer's end users or further installed on trial,

**Warranty**
All Goods carry a minimum twelve month, return to base, parts and labour warranty unless otherwise stated by the manufacturer. Damage caused by misuse or abuse, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under warranty. Consumables or incorrect operation of any Goods according to the manufacturers' recommendations are not covered under warranty. Proof of purchase is to be supplied with all warranty claims.
Unless otherwise stated in writing, where an extended warranty is taken on any Goods, the scope of that warranty will be as per the standard warranty for the extended period taken. An extended warranty may only be taken on new Goods and cannot be taken retrospectively. Any payment for extended warranty must be made at the time of the original product purchase. Some parts such as cables, batteries, print heads, software or other parts specified the manufacturer may have limited cover or are excluded from the manufacturer's warranty.

**Severability**
If any term (including any clause, paragraph or phrase) in these Terms and Conditions of Sale is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

**Governing Law**
Any contract to which these Terms and Conditions of Sale apply shall be governed by and construed in accordance with the Initial laws in force in South Africa and the Customer further submits to the exclusive jurisdiction of the courts operating in South Africa.

**Legal Proceedings**
Should the Company institute any legal proceedings against the Customer for the recovery of any amount and interest due, the Customer hereby consents to the jurisdiction of the Magistrate's Court in accordance with the provisions of Section 45 of the Magistrate's Court Act, 23 of 1944, as amended.

In the event of the Customer failing to pay any amount on due date or committing any other breach of this contract the Company shall have the right to:
(a) Institute legal action against the Customer for payment of all amounts due and owning; and/or
(b) Apply to a Court for an Order authorizing the removal of the goods sold from possession of the Customer and to have the same valued by a competent and unbiased person designated by the Company in which event the Customer's account shall be credited with an amount of the said valuation less any reasonable costs the Company may have incurred in respect of the costs of any legal action the removal of the goods and the valuation thereof in the further event of the Customer still being indebted to the Company after the aforesaid valuation the Company shall have the right to institute proceedings for the recovery of any such amount.
The Court shall in addition to any other power it may have the power after institution of any proceedings by the Company against the Customer and pending the determination thereof upon application by the Company to make such order as the Court may deem just in any order to have the goods in question valued or protected from damage or depreciation including orders restricting or prohibiting the use of such goods or as to the custody thereof.
The Customer indemnifies the Company and against any and all legal costs (on an attorney and own client scale), including tracing agency fees and collection charges incurred by the Company and in the event that it instructs attorneys to recover any amounts owing to it by the Customer.

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Credit Assessment via Coface:
All credit applications submitted to Nyundo Trading (Pty) Ltd are subject to verification and assessment through Coface Credit Insurance, a globally recognized credit risk insurer. Coface provides independent evaluation of each applicant's financial standing and payment history to determine creditworthiness. The credit facility and limit extended to any approved applicant will be based on the rating and coverage provided by Coface. Nyundo Trading reserves the right to adjust, suspend, or withdraw any credit terms should Coface revise or withdraw its rating or coverage for the applicant at any time.

*ACKNOWLEDGEMENT*

*I, ________________________________________________________ the undersigned, on behalf of the purchaser and being duly authorized thereto to hereby acknowledge that all transactions entered into between the Company and the purchaser shall be subject to the Conditions of Sale of the Company this full extent of which I acknowledge myself to be fully acquainted. I warrant that the information furnished in the application is true and correct.*

*Thus done and signed at ____________________________ on this ____________day of*

*_________________________20*

| | | | |
|---|---|---|---|
| *1* | *Name :* | *1* | *Sign:* |
| *2* | *Name:* | *2* | *Sign:* |
| *3* | *Name:* | *3* | *Sign:* |
| *4* | *Name:* | *4* | *Sign:* |

*WITNESSES:*

| | | | |
|---|---|---|---|
| *1* | *Name: ________________________________* | *1* | *Sign: ________________________________________* |
| *2* | *Name: ________________________________* | *2* | *Sign: ________________________________________* |
| *3* | *Name: ________________________________* | *3* | *Sign: ________________________________________* |

In accordance with the Protection of Personal Information Act (POPIA), Act No. 4 of 2013, applicants acknowledge and consent that Nyundo Trading may collect, store, and process personal and company information for the purposes of credit assessment and account management. This includes contacting the applicant's trade references, credit insurers, and other relevant third parties to verify payment behaviour, credit history, and trade conduct. All information obtained will be treated as strictly confidential and used solely for the purpose of evaluating and maintaining the applicant's credit facility, in compliance with POPIA requirements.

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***FOR OFFICE USE ONLY:***

DATE:

*REP CODE:*

*DISC STRUCTURE:*

*CREDIT LIMIT:*

APPROVED BY:

**APPLICATION FOR CREDIT**

## Contact Details:

Person responsible for Accounts:

Name: ______________________

Email: ______________________

Contact No.:________________

Person responsible for Buying:

Name: ______________________

Email: ______________________

Contact No.:________________

Person responsible for Marketing:

Name: ______________________

Email: ______________________

Contact No.:________________

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1. **CK DOCUMENTS**
2. **VAT REGISTRATION CERTFICATE**
3. **TAX CLEARANCE CERTIFICATE**
4. **CERTIFIED COPIES OF DIRECTORS/ MEMBERS ID'S**
5. **CONFIRMATION OF BANKING DETAILS**
6. **B-BBEE CERTIFICATE/ AFFIDAVIT**
7. **LETTER OF AUTHORIZATION - PERMISSION TO OBTAIN TRADE REFERENCES**

# APPLICATION FOR CREDIT

## DEED OF SURETYSHIP

I/we, the undersigned, do hereby bind myself/ourselves jointly and severally as surety-ies *in solidum* and co-principal debtors to the Company (as creditor) for the due payment in respect of all goods purchased by or on behalf of the Customer (as the debtor) from time to time subject to the terms of the Company's standard conditions of sale, the full extent of which I/we acknowledge myself/ourselves to be fully acquainted.

I/we agree that this is a continuing and unconditional guarantee and that my/our liability shall not be affected nor vitiated by any reduction, extinction, or novation of the Customer's obligations or by any time or indulgence or failure to enforce the Company's strict legal rights which the Company may grant to the Customer.

I/we agree that an account rendered by the Company certified as correct by a manager, the accountant, or its auditor, showing the amount of the Customer's indebtedness to the Company from time to time and at any time and of any interest due and accrued thereon, and of any other charges and costs payable in terms thereof, shall be *prima facie* proof of the correctness of all the matters contained in such account and certificate, and shall be final, conclusive and binding upon me and such account and certificate, together with this Deed of Suretyship, shall be sufficient to enable provisional sentence to be granted against me/us by any Court of competent jurisdiction.

Notwithstanding the aforegoing, I/we consent to the jurisdiction of any Magistrate's Court having jurisdiction in respect of my/our person/s for any claim which may be brought against me arising out of or in connection with this guarantee and indemnity, notwithstanding the amount of the Company's claim.

If more than one guarantor, co-principal debtor, and indemnitor is listed as a party to this guarantee and does not sign this guarantee the obligations of the signatory or signatories who do sign, nevertheless is and remains of full force and effect, this being the intention of the signatory or signatories who do sign.

The Customer is entitled in its sole discretion to give time to, release, discharge and compound and make any other arrangements with any one or more surety/ies or co-principal debtor/s or indemnitor/s without in any way prejudicing the Customer's rights hereunder against the other or others of the signatory/ies.

I/we specifically renounce the legal exceptions non-cause debit, excussion, division, and cession of action the meaning and effect whereof I/we know and understand.

Thus done and signed at ___________________________on this _______day of _________________________ 20____

1 Name: ____________________________________ Sign: ____________________________________

2 Name: ____________________________________ Sign: ____________________________________

3 Name: ____________________________________ Sign: ____________________________________

4 Name: ____________________________________ Sign: ____________________________________

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www.nyundotrading.co.za

Company Registration number 2015/416464/07 vat number 4240283244