



**Registration No:** 2011/104310/07 **VAT Reg. No:** 4440259382  
Unit 1 Meadowbrook Park, 110A North Reef Road, Germiston, 1401  
PO Box 2976, Bedfordview, Johannesburg, 2008

# Fraser Global Trading (Pty) Ltd

## Credit Application Form

**STRICTLY CONFIDENTIAL**

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Representative: \_\_\_\_\_



## Important Notes to This Credit Application

1. Original credit application to be returned duly completed in every respect. No faxes, no photocopies and NO alterations and/or deletions of our Standard Terms and Conditions of Trade.
2. Each page to be initialled by all signatories and stamped with company stamp.
3. All three trade references (no finance houses, petrol accounts or stationers) must contain the following information:
  - Contact name
  - Telephone number (not cellphone number)
4. The following documents must be submitted with the credit application form:
  - A recent letter from the bank confirming your banking details
  - Valid Tax Clearance Certificate
  - A Copy of your VAT Certificate
  - 4.1. If the entity is a (Pty) Company:
    - The CM29 or CM9 documents (Company registration documents)
    - Copies of ID Documents of all the company Directors / Members
  - 4.2. If the entity is a Partnership:
    - The partnership document
    - If the partners are Companies JV- a Resolution from each company plus written confirmation as to whom the responsible party is for the account payments
  - 4.3. If the entity is a Close Corporation:
    - The CK1 or CK2 documents
    - Deed of Surety of the Directors / Members
    - A Resolution signed by all Directors authorising the signatory on the form to sign the Credit Application on behalf of the company
    - Copies of ID Documents of all the company Directors / Members



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Account no:

## Part A: Credit Application / Undertaking to Trade

GENERAL INFORMATION			
Full registered company name:			
Trading name (if not as above):			
Other trading names if any:			
Nature of business:			
Legal entity (indicate one):	<input type="checkbox"/> Public company <input type="checkbox"/> (Pty) Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole ownership		
Date of registration / incorporation / establishment:			
Registration number:		VAT number:	
Physical address "applicant's domicilium citandi address":		Postal address:	
Code:		Code:	
Premises (indicate one):	<input type="checkbox"/> Factory <input type="checkbox"/> Warehouse <input type="checkbox"/> Shop <input type="checkbox"/> Offices <input type="checkbox"/> Private house		
Are premises (indicate one):	<input type="checkbox"/> Owned by applicant <input type="checkbox"/> Owned by associated company <input type="checkbox"/> Rented		
Telephone number:		Facsimile number:	
DIRECTORS / MEMBERS / PARTNERS / OWNER			
Full name:		ID number:	
1.			
2.			
3.			
FINANCE CONTACT			
Full name:			
Designation:			



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Telephone number:			
Email address:			
<b>AUDITORS' DETAILS</b>			
Name of auditors:			
Date of appointment:		Telephone number:	
Are audited financial statements available? (indicate one - if yes, please attach a copy to this form) <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>FINANCE DETAILS</b>			
Maximum credit required:		R	
Payment terms – strictly nett – 30 days from date of monthly statement – no discount			
<b>TRADE REFERENCES (NAME &amp; TELEPHONE NUMBER OF FOUR ACTIVE AND CURRENT MAJOR SUPPLIERS)</b>			
Name:	Telephone number:	R-value:	
1.			
2.			
3.			
4.			
<b>BANKING DETAILS</b>			
Bank:		Branch:	
Account number:		Branch code:	
<b>PURCHASING CONTACT</b>			
Full name:			
Designation:			
Telephone number:			
Email address:			
Do you accept partial deliveries? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Do you accept partial invoicing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Special invoicing requirements:			



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MARKETING INFORMATION
How did you hear about us? (indicate one or more) <input type="checkbox"/> Online search <input type="checkbox"/> Online advertising <input type="checkbox"/> Social media <input type="checkbox"/> Email <input type="checkbox"/> Word of mouth <input type="checkbox"/> Referral <input type="checkbox"/> Other (please specify):
Would you like to receive email updates regarding products and services, promotions and special offers? (indicate one) <input type="checkbox"/> Yes <input type="checkbox"/> No
CONDITIONS OF CREDIT
<ul style="list-style-type: none"><li>▪ To abide by the Standard Terms and Conditions of Trade of Fraser Global Trading (Pty) Ltd, which I/We acknowledge myself/ourselves to be fully acquainted with.</li><li>▪ To make payment for all purchases within 30 days of the date of the Statement relating thereto.</li><li>▪ That the conditions contained herein and in the Standard Terms and Conditions of Trade of Fraser Global Trading (Pty) Ltd, may only be varied in writing by both parties, and shall be the basis of all future contracts between the parties and must be signed by both parties.</li><li>▪ To allow Fraser Global Trading (Pty) Ltd to make credit enquiries on the applicant by contacting various sources such as references, banks and any other information as supplied by the applicant to access any/all Credit Bureaus data bases prior to and or after granting credit; report on the conduct of the account to all Credit Bureaus and any other interested persons who require this information for the purposes of credit assessment.</li></ul>



## Part B: Standard Terms and Conditions of Trade

### 1. Application

- 1.1. "The COMPANY" means Fraser Global Trading (Pty) Ltd.
- 1.2. The "application" or "agreement" means Part A, B, C and D.
- 1.3. The acceptance of any quotation or any order placed by the CUSTOMER shall from date of acceptance or placement be subject to the conditions stated herein unless specifically varied by the COMPANY in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the CUSTOMER'S documentation as may be in conflict herewith. Should the CUSTOMER in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the CUSTOMER, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied by the COMPANY in writing with specific reference to the CUSTOMER'S contrary documentation. The CUSTOMER acknowledges and agrees that all business transacted with the COMPANY from date hereof shall be subject to these terms and conditions of trade.

### 2. Price

- 2.1. All products are supplied at the prices as quoted which quote will be valid for a period of 30 (thirty) days unless the parties agree to a variation thereof in writing.
- 2.2. Prices and discounts are those as stated in the current COMPANY price list made available to all customers alternatively as stated on the relevant quotation issued to the CUSTOMER where applicable. All prices are quoted nett of VAT and transport costs. All prices are based on ruling exchange rates and on the understanding that the total quantity quoted for is ordered by the CUSTOMER. Any deviation from the quantities specified shall render this quotation null and void. Accordingly the COMPANY reserves the right to change any prices and/or discounts at any time and without notice in accordance with any change in the applicable rate of exchange or quantities occurring between the date of quotation and date of delivery.

### 3. Payment Terms

- 3.1. Unless credit facilities have been granted to the CUSTOMER all goods are sold on a strictly COD basis.
- 3.2. Where credit facilities have been granted to the CUSTOMER, payment of goods shall be made strictly within thirty (30) days of date of statement.



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- 3.3. The CUSTOMER shall not under any circumstances be entitled to deduct or set off any amount from or against amounts due as indicated in the COMPANY's monthly statement unless the COMPANY has authorised such set off or deduction in writing.
- 3.4. Failure to settle any statement by due date, shall entitle the COMPANY to cease all further deliveries of any orders until the entire statement has been settled in full.
- 3.5. All direct payments must be deposited into the following bank account, which may be changed by the COMPANY, from time to time, on written notice to the CUSTOMER:

**Account holder:** FRASER GLOBAL TRADING (PTY) LTD

**Bank:** Standard Bank

**Branch:** Bedford Gardens

**Branch code:** 018-305

**Account number:** 022503765

- 3.6. The CUSTOMER acknowledges and consents thereto that the COMPANY will be entitled in its sole discretion to appropriate any payment made by the CUSTOMER to any part of the account which it may elect.

#### **4. Orders**

- 4.1. The CUSTOMER acknowledges that the COMPANY shall have the discretion to request a payment of 50% of the value of any order on the confirmation thereof. Should the CUSTOMER fail to effect payment thereof the COMPANY shall not be obliged to commence processing the order. Payment of any order or balance shall be paid in accordance with the terms of payment stipulated herein, alternatively as stated on any quotation and failing any such stipulation, on collection or delivery of the order. Failure to pay shall relieve the COMPANY from making further deliveries without prejudice to its entitlement to claim against the CUSTOMER for any loss or damage sustained in consequence of non-completion of contract. Failure to pay any balance owing prior to delivery shall also permit the COMPANY to cancel the relevant order and retain any deposit paid in respect thereof as "rouwkoop" in addition to any rights it may have in law in consequence of the CUSTOMER'S failure to pay any balance owing. Interest at current bank rate shall be chargeable on all accounts not settled in 30 days of due date.

The CUSTOMER accepts responsibility for safe keeping and issuing of its orders and agrees to pay for all orders which purport to be issued on its behalf and are given effect to in good faith by the COMPANY.

- 4.2. The COMPANY may in its discretion agree to the cancellation, variation or diversion of orders by the CUSTOMER if products have already been dispatched to the CUSTOMER. The CUSTOMER will reimburse the COMPANY for any costs incurred with regard to the cancellation, variation or diversion of any orders.
- 4.3. The COMPANY may cancel in its sole discretion, any order if the CUSTOMER breaches any term of this agreement or makes any attempt to compromise, liquidate, sequestrate or terminate the CUSTOMER or when judgement is given against the CUSTOMER or any of its directors/members and/or partners.



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- 4.4. If the COMPANY does not have sufficient stock of the goods which are ordered by the CUSTOMER, unless the CUSTOMER cancels its order in writing, the goods will be supplied as soon as the COMPANY receives stock thereof.
- 4.5. Where the COMPANY is required to supply goods to the CUSTOMER'S specification and/or, those of its nominees, or goods that are not ex current stock or where the quantum of exceeds the COMPANY's current stock (special goods/special order) pursuant to an accepted quotation the CUSTOMER shall become liable for any special damages or consequential loss should the CUSTOMER cancel the order for any reason whatsoever.
- 4.6. Where goods ordered are subject to the CUSTOMER'S inspection they shall be inspected at the COMPANY's works premises and such goods passed by the CUSTOMER shall be final. If the CUSTOMER fails to give notice of its intention to inspect goods at the time of ordering, the goods will be deemed to be in all respects in accordance with the contract and the CUSTOMER shall be bound to accept and pay for them accordingly. The COMPANY's quoted price does not include for costs, which may be incurred in meeting the CUSTOMER's special requirements for witnessed operating tests.

## **5. Delivery, Ownership and Risk**

- 5.1. Notwithstanding delivery, or collection of any goods supplied, by the COMPANY to the CUSTOMER, ownership in those goods sold, and delivered shall only pass to the CUSTOMER when the purchase price in respect of those goods, has been paid in full. Risk in and to the goods shall, however, pass to the CUSTOMER upon delivery/collection.
- 5.2. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the CUSTOMER in good condition, whether signed by the CUSTOMER, an employee, an agent or representative of the CUSTOMER. Delivery to or collection by the CUSTOMER'S agent or carrier shall constitute delivery to the CUSTOMER.
- 5.3. Should the COMPANY agree to accept the return of any goods for credit, the CUSTOMER shall be liable to pay the COMPANY a handling charge of not less than 15% on the invoiced price of the goods so returned. Any goods returned shall be returned in its original packaging so as to enable traceability and full compliance by the COMPANY with the manufacturer's requirements. Any goods not returned in its original packaging shall be rejected by the COMPANY.
- 5.4. The CUSTOMER shall be precluded from raising any complaints or disputing liability to the COMPANY in any way unless it shall have notified the COMPANY of its complaints or grounds of dispute in writing within 7 days of receipt of the goods in question. Notwithstanding the timeous raising of a complaint or dispute of liability by the CUSTOMER, the CUSTOMER shall, under no circumstances, be entitled to withhold payment in respect of the goods from the COMPANY pending the resolution of such dispute or complaint.
- 5.5. Notwithstanding any other provision to the contrary, the obligation to deliver goods shall in all cases be subject to the following conditions precedent:-





- 5.5.1. The availability to the COMPANY of the product ordered if same is not ex stock.
- 5.5.2. The timely receipt by the COMPANY of any drawings, designs, technical data and specifications that may be required by it from the CUSTOMER for the purposes of supplying the goods ordered. Provided that such drawings, designs and specifications shall be deemed to have been given to the COMPANY for the purpose of description only and shall not form part of the contract.
- 5.5.3. Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only based on the latest information available to the COMPANY. Under no circumstances shall the CUSTOMER be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the COMPANY arising from late delivery.
- 5.5.4. The COMPANY shall be exempt from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the CUSTOMER may suffer as a result of any delay in delivery of the goods ordered.
- 5.5.5. The CUSTOMER shall not be entitled to withhold acceptance or delay delivery of part or the whole of goods to be supplied under any order. Should the CUSTOMER withhold acceptance or delay delivery of any goods to be supplied delivery of such goods will be deemed to be effected in 48 hours from the time the COMPANY made the goods available for delivery to the CUSTOMER.
- 5.5.6. Clear and unrestricted access must be provided at the delivery point for offloading of the product.
- 5.5.7. Delivery will be made at a central point only.
- 5.5.8. If the delivery has to be made in instalments, then the provisions of this clause 4 shall apply to each delivery.
- 5.5.9. Any costs incurred in the transport, handling or storage of goods that cannot be delivered or are not accepted for delivery and any connected demurrage charges which have arisen due to the COMPANY being unable to unload its products within a reasonable period will be for the CUSTOMER's account.
- 5.5.10. Should the CUSTOMER request that the product be returned to the manufacturer, the COMPANY may at its sole discretion agree to such request however the CUSTOMER will be responsible for any additional transport or any other costs that may be incurred which shall be paid in advance of delivery to manufacturer.



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## **6. Governing Law**

These terms and conditions shall be governed by and interpreted in accordance with the Law of the Republic of South Africa in all respects.

## **7. Consent To Jurisdiction – Domicilium**

- 7.1. In terms of Section 45 of the Magistrate Act of 1944 the CUSTOMER consents to the jurisdiction of the Magistrate Court otherwise having jurisdiction in respect of any action to be instituted against it by the COMPANY in terms hereof.
- 7.2. It shall nevertheless be entirely within the discretion of the COMPANY as to whether to proceed against the surety in such Magistrate Court or any other court having jurisdiction.
- 7.3. In the event of the COMPANY instituting legal action against the CUSTOMER for any purpose arising out of this agreement, the CUSTOMER shall be liable for legal costs on the scale as between attorney and own client including any commission.
- 7.4. The CUSTOMER nominates as its address for service of all notice or processes arising herefrom as the address reflected on the third page of this document, for service upon the CUSTOMER of all notices and processes in connection with any claim for any sum due to the COMPANY arising out of any services/work/sales rendered by the COMPANY to the CUSTOMER.

## **8. Force Majeure**

If the COMPANY is restricted directly or indirectly from carrying out any of its obligations under this agreement by any cause beyond the reasonable control of the COMPANY, including but not restricted to war, civil commotion, riot, insurrection, strikes, lockouts, fire, explosion, flood, earthquake, bad weather, acts of God and acts of State, the COMPANY shall be relieved of such obligations during the period that such cause continues, whether directly or indirectly.

## **9. Suspension of Fraser Global's Obligations**

- 9.1. If the CUSTOMER fails and/or refuses, for whatever reason, to make payment of any amount due and payable, the COMPANY will be entitled, without prejudice to any alternative or additional right of action or remedy available to the COMPANY to –
  - 9.1.1. Demand all amounts that the CUSTOMER is indebted to the COMPANY be paid immediately;
  - 9.1.2. Suspend the carrying out of any of its then uncompleted obligations to the CUSTOMER, arising from any cause whatsoever, until payment of the full outstanding amount is received;



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9.1.3. Terminate any credit facilities granted to the CUSTOMER.

## 10. Cancellation

10.1. The COMPANY may cancel the order/contract or uncompleted part of it forthwith, if the CUSTOMER –

10.1.1. Commits, or permits commission of a breach of any of the terms or conditions of this contract; or

10.1.2. Being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or

10.1.3. Being a partnership, the partnership is terminated; or

10.1.4. Being a company or close corporation is placed under provisional or final order of liquidation or judicial management; or

10.1.5. Compromises or attempts to compromise generally with any of its creditors.

10.2. The COMPANY's rights in terms of this clause shall not be exhaustive and shall be in addition to any other rights it may have whether under the agreement or otherwise.

10.3. Upon termination of the contract for any reason whatsoever, all amounts then owed by the CUSTOMER to the COMPANY in terms of the contract, shall become due and payable forthwith.

## 11. Warranties

11.1. The CUSTOMER acknowledges that the COMPANY is not the manufacturer of any goods supplied in terms hereof. All products are sold "voetstoots" and the COMPANY makes no warranty of any nature whatsoever in respect of any product sold, unless specified otherwise. The COMPANY accepts no responsibility for the efficiency, workability, quality or colour consistency of any goods sold.

11.2. It is the sole responsibility of the CUSTOMER to determine whether the product supplied is suitable for the purpose for which the CUSTOMER intends using it. The COMPANY gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatsoever.

11.3. Any advice or assistance given, whether concerning processing or application possibilities relating to the COMPANY's products, technical recommendations or similar indications, plant, machinery or otherwise is given in good faith but without obligation and subject specifically to the exclusion of any liability whatsoever on the COMPANY, or on the part of the COMPANY's employees for damages, whether direct or consequential, or otherwise howsoever arising. All data, statements and recommendations made are based upon information believed to be reliable but are made without any representation or guarantee or warranty or accuracy. The COMPANY's goods are sold on the condition that the CUSTOMER will examine, in relation to the COMPANY's recommendations, the uses to which the COMPANY's goods are to be put in order, to assess their suitability for such uses for adoption or application.



- 11.4. The COMPANY shall not be liable under any circumstances whatsoever for any damages, loss of profit, or demurrage, whether direct or indirect, consequential or otherwise alleged to be sustained by the CUSTOMER as a result of or attributed to any product supplied by the COMPANY being defective or incorrectly used and or used in conjunction with materials not supplied by the COMPANY or any loss or injury arising from the supply of the products, including attributable to any negligent act of the COMPANY or its servants or agents or in respect of any representations or warranties as to the goods given by any of the COMPANY's servants or agents is hereby excluded.
- 11.5. Save as otherwise specifically provided for herein, the COMPANY shall not be liable to the CUSTOMER or any other person for indirect or consequential damages or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the CUSTOMER may suffer as a result of the failure of any product or any breach by the COMPANY of any of its obligations under these conditions or out of any other cause whatsoever. The CUSTOMER hereby indemnifies the COMPANY against any claim which may be made against the COMPANY and by any other person in respect of any matter for which the liability of the COMPANY is excluded in terms of the foregoing.
- 11.6. The COMPANY's liability and connection with any products proved to have been defective at the time of dispatch from the factory is limited to the gratuitous replacement of the defective goods at place of original delivery. All products so replaced shall be returned to the COMPANY at the place of original delivery, and shall remain its property. Under no circumstances is the COMPANY liable for charges of removal, reinstallation, other expenses or consequential damages of any kind whatsoever.

## 12. General

- 12.1. No relaxation or indulgence which the COMPANY may grant to the CUSTOMER shall constitute a waiver of the rights of the COMPANY and shall not preclude the COMPANY from exercising any rights which may have arisen in the past or which may arise in the future.
- 12.2. This agreement constitutes the sole record of the agreement between the parties. Any express or implied term, representation, warranty, promise or the like not recorded herein shall bind no party. No addition to or variation of these terms nor any cession or assignment of any rights or obligations by the CUSTOMER shall be of any force or effect unless in writing and signed by or on behalf of the COMPANY.
- 12.3. Should there be any discrepancy or conflict between the quotation, any drawing or written specification and the provisions hereof these terms and conditions shall prevail.
- 12.4. A certificate under the hand of any director or manager of the COMPANY (whose appointment need not be proved) as to the existence and the amount of the CUSTOMER'S indebtedness at any time, as to the fact that such amount is due and payable, shall be prima facie proof of the contents and the correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the CUSTOMER in any competent court and shall be valid as a liquid document for such purpose.



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- 12.5. The CUSTOMER shall inform the COMPANY within 7 (seven) days of any change of name or ownership under which the account and credit facilities are being used, and/or change of any information as stated in the credit application, failing which the full outstanding amount on the account will immediately become due and payable and all credit facilities will become null and void.

### **13. National Credit Act**

In the event that the National Credit Act ("the NCA") applies to any transaction between the COMPANY and the CUSTOMER, then if any provision of these terms and conditions are in conflict with the NCA, such conflicting terms and conditions shall not apply.



## Part C: Data Protection Agreement

1. "The COMPANY" means Fraser Global Trading (Pty) Ltd.
2. The CUSTOMER is hereby notified that the COMPANY will collect and process its Personal Information, that of its representative/s and other parties ("Data Subjects") provided herein or otherwise, for the purposes of credit vetting and concluding agreements in respect of the supply of goods and rendering of services.
3. The COMPANY is the Responsible Party as defined in the Protection of Personal Information Act, 4 of 2013 (POPIA). The COMPANY is committed to ensuring that the processing of the CUSTOMER's Personal Information is compliant with POPIA. The COMPANY's address and contact details appear in this document.
4. The CUSTOMER acknowledges that:
  - a. The provision of Personal Information is voluntary and not mandatory; and
  - b. The consequence of failure to provide such Personal Information could lead to the inability of the COMPANY to consider the CUSTOMER's application for credit facilities with it and/or to conclude agreements with the CUSTOMER in respect of goods sold on credit.
5. The CUSTOMER consents to the collection, processing and storage of Personal Information for the purposes of opening and ongoing management of a credit account and gives the COMPANY permission to:
  - a. Perform credit enquiries by contacting various sources such as references, banks and one or more of the registered credit bureaus prior to and/or after granting credit facilities;
  - b. Record the existence of the account with any credit bureau and report on the conduct of the account to credit bureaus and any other creditor/interested persons for the purposes of credit assessment;
  - c. Create a record of the Personal Information in the COMPANY's ERP system for the purposes of providing quotations/proforma invoices, processing orders and maintaining records;
  - d. Create a record of the Personal Information in the COMPANY's job card management software for the purposes of carrying out installations, commissioning and maintenance on machines;
  - e. Create a record of the Personal Information in the COMPANY's mailing list for the purposes of sending administrative notices regarding stock takes, price increases, service interruptions etc. and;
  - f. Enforce and/or collect on any agreement when the CUSTOMER is in default or breach and/or to trace the whereabouts of the CUSTOMER for such enforcement and/or collection and;
6. The CUSTOMER acknowledges and agrees that the COMPANY may share its Personal Information with the following third parties who have an obligation to keep it private and confidential:
  - a. Attorneys, tracing agents, debt collectors, law enforcement and/or fraud prevention agencies;
  - b. Regulatory authorities, government departments, local and/or international tax authorities;
  - c. Persons to whom the CUSTOMER cedes its rights and/or delegates its obligations and;
  - d. Goods suppliers, service providers, contractors and/or employees of the COMPANY



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7. The CUSTOMER warrants that all Personal Information supplied to the COMPANY is accurate, up to date, not misleading and complete in all respects. The CUSTOMER undertakes to immediately advise of any changes to the relevant Personal Information, including but not limited to, a change in ownership or control.
  
8. The COMPANY undertakes to:
  - a. Collect, process and store Personal Information in terms of the provisions of POPIA, and, for the purposes for which the COMPANY has been authorised;
  - b. Disclose the CUSTOMER's Personal Information to third parties only if it is legally or contractually required or for legitimate business purposes;
  - c. Take appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction and unlawful access to or processing of Personal Information and;
  - d. Take reasonable steps to ensure that the CUSTOMER is notified in the event of a breach of the integrity or confidentiality of its Personal Information.
  
9. The CUSTOMER acknowledges that it may:
  - a. Request a record or description of the Personal Information held by the COMPANY, including information about the identity of all third parties who have, or have had, access to the information;
  - b. Request that the COMPANY correct or delete a record of Personal Information in its possession or under its control that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully;
  - c. Request that the COMPANY destroy or delete a record of Personal Information that it is no longer authorised to retain and;
  - d. Lodge a complaint with the Information Regulator regarding an infringement of rights under POPIA;

<b>TO BE COMPLETED BY OWNER/PARTNER/DIRECTOR/MEMBER</b>		
I hereby certify that I am duly authorised to sign this Credit Application Form / Standard Terms and Conditions of Trade / Data Protection Agreement, a copy of which has been handed to me, and record that I agree to all the terms and conditions set out above and confirm having read, understood and accept same and to which I do agree to be bound.		
Signature:		Company stamp:
Designation:		
Name:		
Date:		



## Part D: Deed of Suretyship

We, the undersigned \_\_\_\_\_

Do hereby bind ourselves as surety for and co-principal debtor in solidum with \_\_\_\_\_

For the payment on demand of all monies which the Debtor may now and from time to time hereafter owe or be indebted to

FRASER GLOBAL TRADING (PTY) LIMITED  
(hereinafter referred to as "the Creditor")

Together with any interest and/or any other charges and costs (including attorney and client costs) which the Debtor may be or may become liable from time to time to pay the Creditor, whether such indebtedness be incurred by the Debtor solely or jointly or in partnership with any other person or persons, company or companies and for the due and punctual performance of all obligations in terms of or pursuant to the said agreement, which the Debtor may now and from time to time hereafter be bound to perform in favour of the Creditor.

### **It is agreed and declared that:**

1. All admissions or acknowledgements of indebtedness by the Debtor to the Creditor shall be binding on me; that the Creditor shall be at liberty, without affecting the Creditor's rights hereunder to release securities and to give time or to compound or make other arrangements with the Debtor or with me, or with any other surety for the Debtor. Further, in the event of the principal debt or any part thereof being due for payment and the Creditor giving the Debtor time or extending the terms of payment or other indulgence, then and in such event the Creditor shall still be entitled to forthwith recover from us the amount due and owing by the Debtor prior to any compromise, indulgence or extended terms for payment or other indulgence granted by the Creditor to the Debtor. It is agreed that any leniency or extension of time or other indulgence which may be granted to the Debtor and/or me or any other sureties for the Debtor and/or any third party shall not be construed as a waiver of any of the Creditor's rights of claims against me hereunder and I hereby waive any right to rely on any defence involving or based on waiver, estoppel, or prejudice to me as surety.
2. The Creditor is furthermore irrevocably authorised to apply any monies received by the Creditor from me in terms of this suretyship against the indebtedness to the Creditor of the Debtor, in such manner as the Creditor in his/its discretion may deem fit.
3. No cancellation or variation of this suretyship or any of the terms hereof shall be of any force or effect unless reduced to writing and signed by me and confirmed by the Creditor in writing. It is agreed that this suretyship constitutes the whole of the agreement between the parties hereto and that no conditions precedent suspending its operation and no warranties, promises, representations or inducements of whatsoever nature have been made or given by the Creditor or any other person to me to sign this suretyship and bind myself to the terms hereof.





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4. The Creditor may at any time without my consent, cede or assign or transfer and make over all the Creditor's right, title and interest in and arising out of this suretyship.
5. This suretyship shall be a continuing covering suretyship and shall remain in full force and effect until the Debtor has discharged its liabilities in terms of the agreement in full.
6. The amount of the indebtedness of the Debtor and of myself/ourselves hereunder to the Creditor at any time (including interest and the rate of interest) shall be determined and deemed to be proved by a certificate under the signature of the Creditor's auditor. It shall not be necessary to prove the appointment of the person signing any such certificate, and any such certificate shall be binding upon me/us, and shall be prima facie proof of the amount of my/our indebtedness hereunder and shall be valid as a liquid document against me in any competent Court for the purpose of obtaining provisional sentence or summary judgment against me/us.
7. For the purpose of any action arising herefrom, I/we hereby consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to the provisions of the Magistrate's Courts Act of 1944, or any amendment or re-enactment thereof, provided that the Creditor shall be entitled at its entire discretion to institute proceedings in any other Court which may otherwise have jurisdiction in the respect of such action. I/we agree to costs on the attorney and own client scale in respect of any action instituted against me under this suretyship.
8. Should I/we at any time in defending any action based on this suretyship, allege that :-
  - 8.1. no money was paid over by the Creditor to the Debtor; and/or
  - 8.2. there is no reason or cause for the Debtor's obligations to the Creditor; and/or
  - 8.3. errors have been made in the calculation of the amount claimed;then the onus of proving such a defence will rest on us.
9. I/We renounce the benefits of :-
  - 9.1. excussion - by renouncing this benefit I/we understand that the Creditor becomes entitled to sue us for the full amount owing under this suretyship without first proceeding against the Debtor;
  - 9.2. division - by renouncing this benefit I/we understand that where there is more than one surety for the Debtor's obligations, the Creditor will be entitled to sue each such surety for the full amount owing under this suretyship and not only for a pro rata share;
  - 9.3. cession of action - by renouncing this benefit I/we understand that the Creditor becomes entitled to sue us without first ceding the Creditor's rights of action against the Debtor to us.
10. I/we hereby choose as my domicilium citandi et executandi for all purposes arising herefrom including the service of Court process, the address appearing below my/our name on the third page hereof.



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Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_, in the presence of the undersigned witnesses.

1. Director:		Witness:	
2. Director:		Witness:	
3. Director:		Witness:	