



✉ P.O. Box 3755  
Edenvale  
1610  
No. 4 Wakefield Rd  
Founders View South  
Modderfontein  
☎ +27 11 663 4600  
☎ +27 11 452 8655  
✉ john@novasol.co.za

## CREDIT APPLICATION FORM

Full Name of Company: \_\_\_\_\_

☐ PTY (Ltd) ☐ CC ☐ Sole Prop ☐ Ltd Liability Co ☐ Partnership ☐ Trust  
Co-operative

Company Trading As: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

VAT /NUIT Registration Number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code: \_\_\_\_\_

Physical Delivery Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

E-mail Address (es): \_\_\_\_\_

Accounts Person: Miss/Mrs/Mr \_\_\_\_\_

Property Owned or Rented: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Tel no: \_\_\_\_\_

Estimated Credit Required: R \_\_\_\_\_

Please provide a copy of the following documents:

- Copy of your VAT/NUIT Registration Certificate
- Copy of your Company Registration Certificate
- Copy of a Cancelled Cheque and a
- Copy of directors/members ID documents

**Director/Member Details**

(Should you have more than 2 directors/members, please attach annexure)

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

Address: \_\_\_\_\_

Percentage of Shareholding: \_\_\_\_\_ % ID no: \_\_\_\_\_

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

Address: \_\_\_\_\_

Percentage of Shareholding: \_\_\_\_\_ % ID no: \_\_\_\_\_

**Banking Details**

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

Branch Name and Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank's Contact Name \_\_\_\_\_ Tel \_\_\_\_\_ Fax \_\_\_\_\_

**Auditors**

Auditors Name: \_\_\_\_\_ Tel no: \_\_\_\_\_

Auditors Address: \_\_\_\_\_

**Trade References**

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

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

---

**Terms and Conditions of Agreement of Sale and Deed of Suretyship**  
Relating thereto entered into by and between Novasol Africa (Pty) Ltd (*"the Seller"*) and

\_\_\_\_\_  
(*"the Purchaser"*)

***Agreed that:***

1. The invoice price reflected on the Seller's invoice shall be paid by the Purchaser without any deduction in accordance with the terms of payment which the parties hereto might from time to time agree.
2. The Seller shall be entitled to charge interest on all overdue amounts calculated at the rate of 2% above the prime bank overdraft rate for the period from the original date that payment was due to the date of actual payment.
3. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof.
4. Notwithstanding delivery of the goods, ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price has been made in full.
5. The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods complying with the Purchaser's specifications, unless written notice is received by the Seller in respect thereof within 2 (two) days after delivery.

6. The Seller makes no warranty whatsoever regarding the Products or their fitness for purpose. Customer's recourse shall be to the warranties, if any provided, by the manufacturer thereof.
7. The Seller shall not be liable for any consequential loss suffered by the Purchaser in respect of delays in delivery, defective goods and from any other cause howsoever arising..
8. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in Law, shall be entitled to:
  - a. retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed: or
  - b. demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser, notwithstanding that payment in respect of any such goods might not then be due and payable.
9. In the event of the Purchaser failing to make payment of any amount on due date, the full amount in respect of all goods sold and delivered by the Seller to the Purchaser shall immediately become due, owing and payable.
10. The Seller shall be entitled, but not obliged, to institute any proceedings against the Purchaser arising out of any sale in the Magistrate's Court having jurisdiction. The Purchaser agrees to be liable to the Seller for all legal costs calculated on the attorney and own client scale, including collection commission, plus tracing charges.
11. The Purchaser and signatory/ies hereto nominate the Purchaser's business street address as stated on page 1 of this application form as their Dom cilium citandi et executandi for services upon him of all notices and processes in connection with any claim due to the Seller.
12. In the event of an order being given to the Seller on the Purchaser's official order form, the Purchaser shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorized by the Purchaser.
13. No extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be, a waiver by the Seller of any of its rights under the agreement, or a novation of any of the terms and conditions of this agreement.
14. The credit facilities may be altered or withdrawn by the Seller at any time, provided a prior notice of any such change is given to the Purchaser by the Seller.
15. The party/ies who have appended their signature/s hereto on behalf of the Purchaser hereby bind himself/themselves jointly and severally as surety/ies and co-principal debtor/s in solidum unto and in favour of the Seller in respect of all the obligations of the Purchaser in terms hereof.
16. The signature/ies hereby agree and undertake to be bound by the terms and conditions of this agreement mutatis mutandis, under renunciation of the benefits of excursion and division.
17. A signed delivery note and related custom documentation shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or a representative of the Purchaser.
18. A certificate sworn to before a Commissioner of Oaths by a Director or Manager of the Seller shall constitute prima facie proof of the indebtedness and the amount thereof owing by the Purchaser to the Seller at any time and shall, for all purposes be binding on the Purchaser.
19. Should the Purchaser have previously made application to the Seller of credit facilities, which said application would have embodied terms and conditions and should the Purchaser have furnished any security to the Seller for the due obligations of the Purchaser to the Seller on any previous occasion, the Purchaser records and acknowledges that the signature by it of this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Seller.
20. The Purchaser furthermore records and acknowledges that, insofar as any provision contained herein may be inconsistent with any provision contained any document previously executed by it, the provisions of this document shall prevail.
21. The Purchaser warrants that the information on page 1 and 2 of this application is true and correct and undertakes to notify the Seller in writing of any change of details given, including change of ownership, name or address. Such change shall in no way derogate from the Purchaser's liability to the Seller.

Signed at \_\_\_\_\_ on this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_ (Who acknowledges having read and understood the entire contents hereof)

Name in Full Print: \_\_\_\_\_

Position/Capacity \_\_\_\_\_