



Structured Cabling Solutions

HEAD OFFICE:
Unit 36 Graphite Industrial Park,
Cnr Commercial Rd & Fabriek Street,
Strydom Park

www.attac-sa.co.za
+27 87 654 1717 Telephone

CREDIT/DEALER APPLICATION



Dear Customer,

Herewith please find your application for credit facilities with ATTAC SA (Pty) Ltd, ATTAC JHB (Pty) Ltd, ATTAC East London (Pty) Ltd and Kelly Cables (Pty) Ltd. This document incorporates our standard terms and conditions of sale acceptance as communicated in the covering letter.

To avoid any delays, kindly note the following:

Please complete the form in full, as all the information requested is critical to processing your application promptly.

- The application must also include:
 - Certificate of incorporation of registered entity
 - Bank letter confirming bank details
 - ID copies of all directors
- Kindly initial all pages, as indicated (bottom right corner) and sign in full on behalf of "THE CUSTOMER" on the last page.
- The form must be signed by an authorized representative of your company.

Applications for credit facilities with ATTAC SA (Pty) Ltd, ATTAC JHB (Pty) Ltd, ATTAC East London (Pty) Ltd and Kelly Cables (Pty) Ltd can only be considered upon receipt of a completed and signed application form. Note that your application may take up to 3 working days to process and that you will be informed of the status of your application on completion.

Completed applications together with supporting documents, should be forwarded to our Head Office as follows:

Email: admin@attac-sa.co.za OR Address: Unit 36, Graphite Industrial Park, Fabriek Street, Strijdom Park, 2169.

We thank you for your interest and look forward to a long and mutually beneficial business relationship.



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CONFIDENTIAL ACCOUNT APPLICATION

Application by

Herein referred to as "THE CUSTOMER"

To enter into an agreement of trade with

ATTAC SA (Pty) Ltd, ATTAC JHB (Pty) Ltd, ATTAC East London (Pty) Ltd &
Kelly Cables (Pty) Ltd

Herein referred to as "THE SUPPLIERS"

THE CUSTOMER hereby makes an application for credit facilities for the opening of an account with THE SUPPLIERS.

In support of this application, the following information pertaining to THE CUSTOMER if furnished:

Section A – Client Details

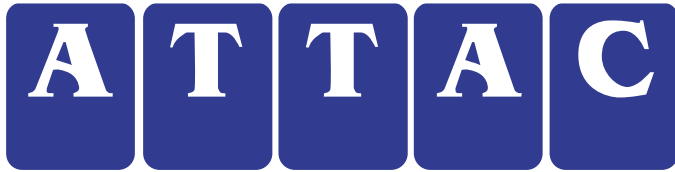
Please tick the appropriate box

COD ACCOUNT	7 DAYS FROM STATEMENT ACCOUNT	30 DAYS FROM STATEMENT ACCOUNT
-------------	-------------------------------	--------------------------------

1. Full registered Name of Business _____
2. Business Registration Number _____
3. VAT Registration Number _____
4. Registered address of business _____

Postal Code _____

**Initial here



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5. Telephone Number _____
6. Sales Email Address _____

If applying for credit terms, kindly fill in below

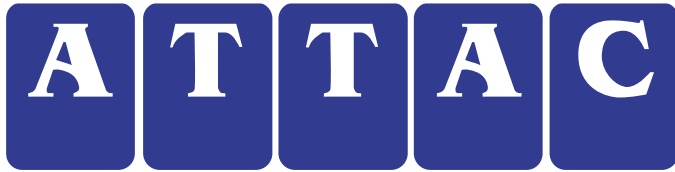
- 1) Banking Details:
- i) Bank _____
 - ii) Branch Name _____
 - iii) Account No _____
 - iv) Type of account (please tick)

Savings	Cheque
---------	--------
- 2) Amount of credit required (monthly) _____
- 3) Accounts contact person & designation _____
- 4) Statement Email Address _____

Section B – Director/Member/Shareholder/Proprietors/Trustees Details

- 1) Full Name _____
- ID Number _____
- Residential address _____
- Contact Number _____
- % Shareholding/Interest _____

**Initial here



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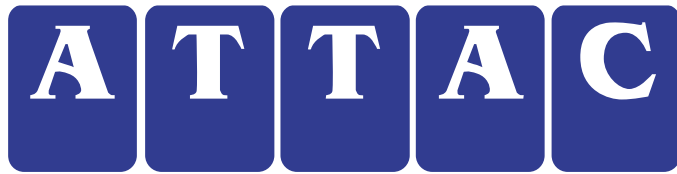
2) Full Name _____
ID Number _____
Residential address _____
Contact Number _____
% Shareholding/Interest _____

3) Full Name _____
ID Number _____
Residential address _____
Contact Number _____
% Shareholding/Interest _____

4) Full Name _____
ID Number _____
Residential address _____
Contact Number _____
% Shareholding/Interest _____

5) Full Name _____
ID Number _____
Residential address _____
Contact Number _____
% Shareholding/Interest _____

**Initial here



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Section C – Terms & Conditions of Sale

- 1) ATTAC SA (Pty) Ltd, ATTAC JHB (Pty) Ltd, ATTAC East London (Pty) Ltd & Kelly Cables (Pty) Ltd will be herein after referred to as "The Creditor"
- 2) Orders are subject to written confirmation by the Creditor and pending such confirmation shall be binding on the Purchaser.
- 3) Credit limits granted may not be exceeded without prior written consent. The creditor reserves the right to change the credit limit and any amount over the credit limit will be supplied on a strictly C.O.D. basis.
- 4) No amount whatsoever may be deducted from invoices without the authorization of the Creditor.
- 5) It is agreed that the Purchaser will be deemed to have inspected the merchandise on signing the Creditors delivery note. No representation or warranties, other than recorded herein have been made by or on behalf of the Creditor. The Creditor shall therefore not be liable for any defects in any merchandise so purchased, whether latent or patent.
- 6) The Creditor shall not be responsible for any loss or damage howsoever caused to the property or person of the Purchaser or any third party as a result of any defect in the merchandise, whether patent or latent and the Purchaser indemnifies the Creditor against any claims against it by any third party arising out of such defect.
- 7) Without derogating from the provisions of items 4 & 5, unless the Purchaser advises in writing within seven (7) days of delivery of the goods of any defects or shortages in the goods, the goods shall be deemed to have been delivered to the Purchaser in perfect condition and purchaser shall not be entitled to return the goods or claim a reduction of the purchase price on the grounds that the goods were defective or short supplied.
- 8) Notwithstanding the granting of credit by the Creditor or the Purchaser, **ownership of the goods sold hereunder shall not pass to the Purchaser until payment for such goods are made in full**, by the parties further agree that the risk shall pass immediately on delivery of all and any portion of such goods purchased and delivered. In all cases where delivery is by carrier, the carries shall be deemed to the Purchaser's agent'
- 9) The Purchaser accepts liability for goods delivered by carrier based on carrier's signature'
- 10) Insurance cover with the carrier is the responsibility of the Purchaser.
- 11) Payment in respect of goods purchased is strictly **30 days Nett** from date of statement. Overdue amounts will be subject to interest being levied to such amounts at a rate of 2% per month
- 12) The purchaser hereby acknowledges that should any amount not be paid on due date, the entire balance then outstanding shall become due and payable without notice.
- 13) In the event of the purchaser failing to strictly comply with any of these terms & conditions of sale, and the Creditor in its sole discretion has handed the account over for collection with Credit guarantee (Pty) Ltd, the purchaser shall be obliged to and hereby agrees to pay all costs in respect of and allocated in the following order:



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- a) All legal fees
 - b) Tracing agents and commission
 - c) Fees as between attorney and own client
 - d) Interest accrued
 - e) Capital amount due
- 14) The Purchaser hereby consents in terms of Section 45(1) of the Magistrate's Court Act 32 of 1944, as amended, or in terms of any applicable law to the Jurisdiction of the Magistrate's Court at which time of the proceedings in question has Jurisdiction in terms of Section 21 (1) of the Magistrate's Court act or any other act aforesaid in respect of any proceedings which may be instituted arising out of or in connection with the supply of goods by the Creditor to the Purchaser. The Creditor shall however at its sole discretion have the right to act in such court or any court of its choice.
- 15) It is agreed that the address of the Purchaser's principal place of business shall be domicilium citandi et executandi for all purposes, whether in respect of court process, notices, or other documents or communication of whatever nature. The terms and conditions contained herein constitute the entire agreement between the parties and no variations or amendment shall be of any force or effect unless reduced to in writing and signed by both the Creditor and the Purchaser and shall not be capable of rectification by a Court of Law
- 16) By signing this credit application and conditions of sale the person signing hereby bind themselves jointly and severally as surety and co-principal debtor in solidum with the Purchaser of the payment of all amounts, which may be owing at any time by the Purchaser to the Creditor.
- 17) Should the monthly credit limit be exceeded your account will be temporarily suspended and an interim payment will be requested so as to bring your account in-line with your credit limit.
- 18) The Creditor reserves the right to withdraw credit facilities enjoyed by yourselves at any given time if:
- The account is inactive for three (3) months.
 - The account is used for less than R1000.00 per month
 - The account is not conducted in an ordinary manner'
- 19) Returns
- Goods supplied correctly and returned after seven (7) days of delivery will be subjected to a 100/o handling charge.
 - Goods that are specially manufactured for the Purchaser will not be accepted for return.
 - Goods returned without original/damaged packaging will not be accepted for return.
 - All returns must be arranged with management prior to the returning of goods.
- 20) All prices quoted are EXCLUDING V.A.T

INITIAL



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Section D – Surety

- 1) By my signature hereto which appears below I do, in addition to the above hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum With the Debtor in favor of the Creditor for the due performance of any obligation of the Debtor of any amount which may at any time become owing to the Creditor by the Debtor from whatever cause arising and including but without limiting the generality of the foregoing any claims for damages and actions against the applicant whether due or not to the creditor have been paid in full. I hereby renounce the benefits of legal exceptions "non causa debiti" ordinis seu excussionis et divisionis" and cession of action with the force meaning and effect of which I declare myself to be fully acquainted I further more bind myself irrevocably to all of the terms and conditions.
- 2) I furthermore record that if more than one person has appended his signature hereto there shall come in to existence a separate distinct and independent contract of surety ship guarantee which is brought into existence by each separate signatory hereto if any reason this surety ship / guarantee is not binding for what so ever reason on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect
- 3) The applicant and I warrant that the information submitted above is true and correct in all respects and that the further terms and conditions of sale with the creditor are those reflected hereof which further terms and conditions the applicant and I are entirely familiar with and which terms and conditions are deemed to be incorporated herein and form part hereof.
- 4) This suretyship is given as a continuing covering suretyship.
- 5) I shall be responsible for and shall pay the costs of and incidental to the drawing and execution thereof.

Thus done and signed at: _____

On the _____ day of _____ 20_____, in presence of the undersigned witnesses.

As Surety: _____

As witness: _____

Name: _____

Name: _____

Designation: _____

As witness: _____

Name: _____