



CREDIT APPLICATION FORM

REVISION 2

JOHANNESBURG OFFICE

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PO Box 47499, Greyville
Durban South Africa, 4023

TO:

ATT:

DATE

 / /

On behalf of **DCM Group** I would like to thank you for your business and we have pleasure in providing you with our credit application.

Please find attached,

- **Application for Credit Facilities**
- **Suretyship**
- **Standard Terms**

which is only valid if each page is initialed and the application is signed in full.

The original must be returned to our Durban office's postal address for approval.

If you have any further enquiries please do not hesitate to contact us.

Yours Truly

Janine Massey
Accounts Manager

Please note that **DCM Group** requires copies of the following:

- **Company Registration**
- **ID Documents of directors / owner/ member / shareholders**
- **Current VAT certificate**
- **Company Letterhead**
- **Cancelled Cheque**
- **BBBEE Certificate**

CK98/53467/23

INITIALS

APPLICATION FOR CREDIT FACILITIES

WHAT ARE YOU?

A.1 What type of business are you? *(Please tick the correct box)*

SOLE PROPRIETOR	PARTNERSHIP	TRUST	CLOSE CORPORATION	COMPANY
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A.2 What is your full registered name?

A.3 What is your trading name?

A.4 Have you ever traded under another name? *(Please tick the appropriate box)* Yes No

If yes, what is the name under which you previously traded?

A.5 What is your:

Company/CC Registration Number:

Trust IT Registration Number:

Identity Number: *(If you are a sole proprietor or partner)*

Vat Registration Number:

A.6 What is the date on which your business commenced? DD / MM / YYYY

A.7 What is the nature of your business?

A.8 Where do you bank? Name of Bank: Branch:

Account Number: Branch Code:

A.9 What is your registered address if you are a company or close corporation.

Where is your principal place of business (physical address)

If you are not a company or a close corporation, where is your business (physical address)

INITIALS

WHAT ARE THE NAMES AND ADDRESSES OF YOUR DIRECTORS/ MEMBERS/ TRUSTEES/ PARTNERS ?

B.	FULL NAMES	RESIDENTIAL ADDRESS	IDENTITY NO./DATE OF BIRTH
1.			
2.			
3.			
4.			

WHAT ARE YOUR CONTACT DETAILS ?

C. Registered Offices of Business:

Postal Address of Business:

Physical Address of Business:

Telephone No: Telefax No:

E-Mail Address:

Web Site Address:

HOW DO WE CONTACT THESE PEOPLE ?

D.	CAPACITY	NAME	TELEPHONE NUMBER
	Director/Member/Partner/ Trustee		
	Bookkeeper/Credit Controller		
	Auditor		

WHERE ARE YOUR BUSINESS PREMISES?

E.1 Are your business premises owned by you or are they let?

E.2 If they are let, please advise as to the name of the landlord and his contact details:

Full Name

Contact Number:

INITIALS

PLEASE PROVIDE TRADE REFERENCES

F.	FULL NAMES	ADDRESS	CONTACT NUMBER
1.			
2.			
3.			

WHAT CREDIT LIMIT ARE YOU APPLYING FOR ?

G.1	What is the expected monthly purchase amount for which you require credit?	<input type="text" value="R"/>
G.2	What is your asset value?	<input type="text" value="R"/>
G.3	What is your annual turnover?	<input type="text" value="R"/>

We, the Applicant, apply to you, **DCM GROUP CC**, to supply us with goods from time to time on credit. Should you agree to supply us in this manner, we acknowledge that such supply will be subject to your standard terms and conditions of sale (the "Standard Terms"), a copy of which is annexed hereto, and which we warrant that we have read and are bound by.

I the undersigned, certify that I am duly authorised to sign this application form on behalf of the Applicant and certify that the above information is true and correct.

Dated at _____ **this** _____ **day of** _____ **20**__

Witness

For and on behalf of Applicant

Signed in my capacity as the **director** **member** **trustee** **partner** **sole proprietor**

INITIALS

STANDARD TERMS

1. DEFINITIONS

- 1.1 In this document:
- a) "Application" means the application for credit facilities which may have been concluded by the Customer;
- b) "Company" means DCM GROUP, which consists of DCM Transcal, DCM Lecore and DCM Datatech;
- c) "Customer" means the legal entity which has contracted with the Company to sell goods or render services, and which may, in the event of the Application having been applied for, be described as the "applicant" therein; and
- d) "Terms" means these terms and conditions.

2. WARRANTIES

- 2.1 The Customer warrants that he/she/it is not:
- a) a minor;
- b) an insolvent;
- c) certified mentally unfit; or
- d) subject to administration order under section 74 of the Magistrates Court, 32 of 1944.

3. GENERAL

- 3.1 All orders, contracts, tenders, and quotations as between the Company and the Customer are subject to these Terms.
- 3.2 These Terms shall apply to all Sales of goods by the Company to the Customer.
- 3.3 The Customer shall order the goods from the Company and specify the quantities and set out the price in United States Dollars in terms of the Company's prevailing price list
- 3.4 The Company on receipt of the order, and upon acceptance of the order, will supply the goods

4. SALES

- 4.1 The Company will supply to the Customer the goods ordered by the Customer and shall specify the quantity of goods confirmed at the prevailing price for the goods in United States Dollars in an invoice to the Customer
- 4.2 The Customer agrees to purchase the goods and to pay the price for the goods as invoiced by the Company.

5. PRICE

- 5.1 The Customer agrees to pay to the Company the prevailing price in respect of the goods ordered and accepted by the Company and as may be confirmed in the Customer's invoice, together with any VAT payable thereon
- 5.2 Prices are initially quoted in United States Dollars and will be invoiced at the South African Rand equivalent on the date of issue of the invoice. Prices are thus subject to exchange rate fluctuations and variations between the date of quotation and date of delivery. Such adjustment will be reflected on the Company's invoice.
- 5.3 Prices are also subject to duties, surcharges, freight and transport costs, and clearing agent's charges. Any variation of these costs between the date of quotation and the date of invoice shall be for the Customer's account, unless the price quotes has been "fixed" by the Company.

6. PAYMENT

- 6.1 The Customer shall pay the price per invoice in South African Rands to the Company in cash on delivery in the event that no credit facility has been granted by the Company to the Customer.
- 6.2 Failing which the price per invoice is payable within thirty (30) days from date of invoice. All payments shall be made by the Customer without deduction or set off at the Company's address.

7. OVERDUE AMOUNTS

- 7.1 In the event of payment not being made on due date, any discount which may have been granted on the price payable by the Customer shall be forfeited and the full price shall be immediately due and payable.
- 7.2 We comment that you will be, in our view, an incidental credit provider and the maximum interest is 2% per month for an incidental credit provider. You are an incidental credit provider because interest is not payable as part of the original transaction but is only payable if the debt is not paid on due date.

8. DELIVERY

- 8.1 The Company shall have the right to suspend deliveries in the event that payment of any amount due to the Company has not been paid.
- 8.2 Whilst every effort will be made to deliver and/or despatch the goods as advised in terms of the invoice, the Company does not guarantee delivery and/or despatch on any specific date and shall not be liable for any damages or failure to affect delivery/despatch timeously for any reason whatsoever.
- 8.3 If the Company delivers the goods to a carrier for delivery to the Customer, delivery shall be deemed to have taken place on delivery to the carrier who shall be deemed to be the Customer's agent. In all other cases, delivery shall take place once the goods are despatched from the Company's premises.
- 8.4 A delivery note signed by or on behalf of the Customer shall be proof of delivery of the goods to the Customer.

9. OWNERSHIP

- 9.1 Notwithstanding delivery, ownership of the goods sold by the Company to the Customer shall not pass to the Customer until the full purchase price thereof shall have been paid.
- 9.2 Risk in and to the goods shall pass on delivery to the Customer.

10. ORDERS, CANCELLATIONS, AND RETURNS

- 10.1 Once orders are placed with and accepted by the Company, such orders cannot be varied unless done so in writing and signed by both the Customer and Company.
- 10.2 Where the Company accepts cancellation of an order, the Customer shall be liable to pay a cancellation fee to the Company equal to twenty percent (20%) of the invoice price plus the cost of freight, duty imports custom charges and delivery costs which may have been incurred by the Company prior to cancellation. The Customer accepts that the cancellation fee is a pre estimate of the Company's damages.
- 10.3 Goods may only be returned for credit where such goods are defective and such goods shall be returned, to the Company within 7 days of delivery.
- 10.4 Where defective goods are returned, the Company shall only be obliged to replace such goods and it shall not be liable for any losses or damage to the Customer arising out of its use of such goods.
- 10.5 The Company shall at its discretion be entitled to charge a 10% handling fee on the invoiced value of the returned goods.

11. GUARANTEE

- 11.1 The Company warrants that the goods sold by it are free from any defects in materials and workmanship for a period of 1 year from date of sale.
- 11.2 The Company's obligation under this warranty shall be limited to repair or replace or credit the defective goods, in its sole discretion.
- 11.3 Where defective goods sold are returned to the Company under warranty, the Company shall be entitled to charge a 10% handling fee on the value of the invoiced goods.
- 11.4 Save for the warranties referred to herein, the sale of the goods by the Company to the Customer is on a strictly voetstoets basis.

12. DELAY

- 12.1 The Company shall not be liable for any delay in delivery which is caused beyond the Company's control.

13. CANCELLATION

The Customer agrees that in the event of -

- (i) any amount due not being paid on due date;
- (ii) the death, or a provisional or final sequestration order being granted against the Customer;
- (iii) any judgment against the Customer remaining unpaid for a period of ten days;

then the entire balance outstanding shall become immediately due, owing and payable and legal proceedings may be instituted against the Customer for the recovery thereof without prior notification to the Customer and the Customer acknowledges that it shall be responsible for any legal costs as between attorney and own client, such costs to include collection commission, as a result of such legal proceedings being instituted against the Customer.

13. LEGAL CHARGES

- 13.1 In the event of the Company instructing its attorneys to recover money or goods from the Customer, the Customer shall be liable for and shall pay, on demand all legal costs incurred by the Company on an Attorney and Own client scale including tariff collection commission.

14. DOMICILIUM AND NOTICES

- 14.1 The Customer chooses domicilium citandi et executandi for any purpose arising out of these terms and conditions and credit application at the address set out in A.9 in the application for credit facilities form to which these terms and conditions are attached.
- 14.2 Any notice given by the Company to the Customer which -
- 14.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 14.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting."

15. GENERAL CLAUSES

- 15.1 No relaxation of the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be a waiver of any of the company's rights in terms of any contract.
- 15.2 No variation or cancellation shall be binding unless in writing and agreed to by the Company.
- 15.3 Each delivery shall be deemed to be a separate contract in respect of the goods forming the subject matter of such delivery.
- 15.4 The contract of sale is between the Company and the Customer as principals and shall not be assigned nor ceded without the written consent of the Company.
- 15.5 The terms and conditions of this agreement shall be determined in accordance with the laws of the Republic of South Africa.
- 15.6 In the event that any term or provision in this agreement is unlawful, it shall be capable of being severed from this agreement without affecting the remainder of this agreement which shall remain enforceable.

Dated at _____ this _____ day
of _____ 20_____

Witness

For and on behalf of Customer

INITIALS

SURETYSHIP

1. PARTIES
The parties referred to herein are:

1.1	The surety:
Full Name	
Identity Number	
Residential Address	

1.2 The debtor: is the party named as the applicant in the Application for Credit Facilities

1.3 The creditor: DCM GROUP.

2. UNDERTAKING

I, the undersigned, (the surety) do hereby irrevocably and in rem suam bind myself as surety in solidum for and co principal debtor with the debtor for the due payment of all such sum or sums of money which the debtor may now or at any time hereafter owe to the creditor from any cause of indebtedness whatsoever whether now existent or which may come into being in the future.

3. CONTINUING SURETY

This suretyship shall remain in full force as a continuing security notwithstanding

- any intermediate settlement of or fluctuations in the account of the debtor,
- the legal disability of the debtor, and
- any act, or omission by the creditor which in regard as or which is in fact prejudicial to me until the creditor shall have agreed in writing to cancel this suretyship.

4. RELEASE

It is agreed that the surety may only be released from this suretyship by written notice from the creditor.

5. BENEFITS RENOUNCED

I hereby renounce the following benefits with the meaning and effect whereof I declare myself to be fully acquainted:

- Beneficium ordinis seu excussionis - being the benefit whereby the creditor is obliged to sue and excuss the principal debtor before the surety;
- Non causa debiti - being as to the cause or origin of the debt;
- Non numeratae pecuniae - being to the effect that the money has not been paid over to the debtor;
- Benefit of cession of actions;
- Division.

6. JURISDICTION

At the option of the creditor any claim arising hereunder may be recovered in the High Court or in any Magistrate's Court having jurisdiction as to area; notwithstanding the amount of the claim and I hereby consent to the jurisdiction of any such Magistrate's Court.

7. DOMICILE

I hereby choose as my domicilium citandi et executandi address for all purposes including the service of legal process and the like at the address set out alongside my name in 1 above.

8. ADMISSIONS OF LIABILITY

All judgments entered in favour of the creditor and all acknowledgements of indebtedness by the debtor shall be binding on me.

9. WAIVER/INDULGENCE

No extension of time or other indulgence, or waiver of any right, or release whether in part or in whole, or compromise or other arrangement allowed by the creditor to the debtor shall discharge or release me from any indebtedness to the creditor or discharge me from my liability aforesaid.

10. APPROPRIATION OF MONIES RECEIVED

The creditor shall be entitled to appropriate any monies received by it from me towards the payment of any cause of debt or amount owed to it by the debtor as it may determine in its sole discretion.

11. JUDGMENT/LIQUIDATION/DEATH

In the event of judgment being entered against the debtor, or in the event of liquidation or sequestration of the debtor's estate, whether final or provisional, or in the event of death of the debtor, the full amount of the debtor's indebtedness to the creditor shall become due owing and payable and in either of such aforesaid events, I undertake that I shall not lodge a claim against the debtor or its estate until the claims of the creditor have been settled in full.

Dated at _____ this _____ day of _____ 20__

As Witness

Surety (PRINT NAME)

INITIALS

Surety (SIGN NAME)