Marwaan Investments t/a
Ladysmith Office National ("the supplier")
72 Alexandra Street Ladysmith
PO Box 1150 Ladysmith 3370
T: 036 631 1883 **F:** 036 633 2215
E: ladysmith@officenational.co.za

www.ladysmith.officenational.co.za
Registration Number: 2012/093798/07

ACCOUNT APPLICATION FORM

Indicate whichever applicable: Sole Trader ☐ Close Corporation ☐ Partnership ☐ Company ☐ Trust ☐

Name of Applicant: _____ (the Account Holder)

Company registration/Trust No: _____ Business/Industry Sector Code (see back page): _____

Trade Name: _____

Postal Address: _____

_____

Physical Address and domicilium citandi et executandi: _____

_____

Delivery Address: 1. _____

2. _____

3. _____

Company Telephone: _____ Company Fax: _____ VAT No: _____

Accounts Persons Name: _____ Buyers Name: _____

Accounts E-mail: _____ Buyers E-mail: _____

Directors / Members / Partners / Proprietors / Trustees (Delete which is not applicable):

1: _____ ID No: _____ Residential Address: _____

2: _____ ID No: _____ Residential Address: _____

3: _____ ID No: _____ Residential Address: _____

4: _____ ID No: _____ Residential Address: _____

Bankers: _____ Branch: _____

Account No: _____ Branch code: _____

Trade References: _____

	NAME	ADDRESS	TELEPHONE	ACCOUNT NUMBER	CREDIT LIMIT
1:					
2:					
3:					

Terms of payment: 30 days from statement ☐ OR on delivery ☐

Amount of Credit Required: _____ Estimated Monthly spend: _____

Asset Value/Annual Turnover: _____ Are Financial Statements available if required?: Yes ☐ No ☐

No. of Employees: 1 - 5 ☐ 6 - 15 ☐ 16 - 50 ☐ 51 - 100 ☐ 101+ ☐

Date: _____ Signed: _____ Designation: _____

PLEASE NOTE THAT THE APPLICATION TO OPEN AN ACCOUNT IS SUBJECT TO THE CONDITIONS OF TRADE HERETO, WHICH FORM PART OF THE APPLICATION, AND WHICH MUST BE SIGNED

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CONDITIONS OF TRADE

WHEREAS the Supplier sells consumable and non-consumable products in the form of stationery, electronic goods, canteen and janitorial goods, office furniture and appliances (hereinafter referred to as "the goods");

AND WHEREAS _____ (hereinafter referred to as the "Account Holder") has applied to the Supplier for authority to purchase goods on account;

AND WHEREAS the Supplier has granted the Account Holder such authority;

NOW THEREFORE THE FOLLOWING CONDITIONS OF TRADE SHALL APPLY:

1. The Supplier shall open an account in the name of the Account Holder.
2. The Account Holder shall be liable for payment of all debits raised against the account, notwithstanding the fact that such debits may exceed the amount of the limit of account as stipulated on the face of this agreement.
3. All accounts, although due on presentation, are payable no later than 30 days from date of statement.
4. In the event that the Account Holder breaches this agreement and fails to pay the account within the period of 30 days aforesaid, then:
    4.1. the full balance of the debits raised against the account, and then outstanding by the Account Holder to the Supplier, will become immediately due and payable without notice to the Account Holder, notwithstanding the fact that the 30-day period referred to in clause 3 above has not lapsed in respect of any particular debit received;
    4.2. the Supplier may, at its selection, either cancel this agreement, withhold any further supplies and claim damages/recover the goods from the Account Holder or claim specific performance of all the Account Holders' obligations.
    4.3. The Supplier shall have the right to claim interest on any arrear amounts, at the maximum permissible rate of interest as determined from time to time in terms of the provisions of the National Credit Act, No. 34 of 2005, such interest to be reckoned monthly in advance from due date to date of payment.
5. The Supplier may cancel the facility at any time in its own discretion, without having to furnish reasons therefor.
6. The Account Holder hereby undertakes to forthwith advise the Supplier, in writing, of:
    6.1. any change in its address, telephone or telefax numbers;
    6.2. any change in partner/s / director/s / member/s;
    6.3. the sale of its business;
    6.4. any change in shareholding.
7. In the event of the Supplier having to hand the account over to its attorneys for collection of any outstanding balance, the Account Holder shall be liable for all legal costs incurred by the Supplier on a scale as between attorney and client, including such collection commission for which the Supplier may be liable to its attorneys in respect of the collection of such debt, whether any action has been instituted against the Account Holder or not.
8. The Account Holder hereby consents to the jurisdiction of the Magistrate's Court in respect of any legal action arising out of this agreement, notwithstanding the fact that the amount claimed may exceed the jurisdiction of such Court, the discretion however remaining with the Supplier to elect the court from which it wishes to institute any legal action.
9. The Account Holder shall not be entitled to withhold payment of any amount or apply set-off against any amount due in terms hereof by virtue of any claim the Account Holder may have against the Supplier arising from any cause whatsoever.
10. The Account Holder chooses its domicilium citandi et executandi for all purposes arising out of this application its physical address stipulated on the Account Application Form. This is the address at which all notices required to be given to the Account Holder in terms of this agreement shall be deemed to have been duly given to the Account Holder if posted to the said address, or delivered to a responsible person at the said address, as the case may be. This address shall remain the chosen address of the Account Holder unless the Account Holder notifies the Supplier in writing of any change of such address.
11. Risk in the goods shall pass from the Supplier to the Account Holder on the date of delivery. Delivery shall be deemed to have taken place against the signature by the Account Holder of the Supplier's delivery note.
12. Ownership in non-consumable goods shall only pass to the Account Holder once the Account Holder has paid the Supplier in full for the goods delivered to the Account Holder. Until the purchase price has been paid to the Supplier in full, the Account Holder undertakes to take all reasonable measures to ensure that the goods are kept in a safe and good condition at the delivery address.
13. Any/all returns of goods from the Account Holder are for the Account Holder's account and risk and must be returned to the Supplier's place of business from where it was ordered, unopened, in its original packaging and in a saleable condition, within ten business days of date of delivery, unless otherwise provided in law. In so returning the goods the Account Holder shall produce the Supplier's original invoice.
14. The Account Holder acknowledges that should the correct goods be supplied and delivered to the Account Holder and should these be returned at the Account Holder's request due to no fault accruing to the Supplier, such goods shall be subject to a 10 % handling charge which shall be immediately due and payable by the Account Holder.
15. Delivery shall be free of charge in the event that the delivery address does not exceed a 20 kilometer radius (by public road) from the Supplier's place of business from where the goods were ordered, subject to the goods being delivered having a minimum value of R[_____]. All other deliveries at a delivery address beyond the radius referred to above, shall be subject to the price set out in the approved order from the Supplier.
16. Any condonation of any breach of any of the provisions hereof or any other act or relaxation, indulgence or grace on the part of the Supplier shall in no way operate as or be deemed to be a waiver by the Supplier of any of its rights in terms of this agreement or be construed as a novation thereof.
17. This application contains the entire agreement between the parties and no variation thereof shall be of any force or effect unless reduced writing and signed by both parties.
18. The Account Holder hereby cedes, pledges, assigns and transfers in favour of the Supplier all the Account Holder's rights, title and interest, claims and demands in and to all claims/debts/book debts of whatever nature and howsoever arising which the Account Holder may now have or at any time hereafter have, as security for the due payment of every sum of money which may become due and payable by the Account Holder to the Supplier. The security created by this cession shall be a continuing one, despite any fluctuation in the indebtedness of the Account Holder to the Supplier. The Account Holder undertakes to furnish the Supplier on demand with such information concerning its claims/debts/book debts as may be reasonably required to enable the Supplier to give effect to the provisions of this clause 18.
19.Whereas certain items of furniture, electronic equipment and appliances are costly and for which the Supplier is required to pay its supplier, the Supplier reserves the right to demand payment of a deposit of at least 50 % of the amount payable by the Account Holder in respect thereof before placing an order therefor with its supplier, with the balance of the purchase price to be payable on delivery.
20. Any document or information referred to in these Conditions of Trade, and capable of being accessed by way of an internet address, shall be deemed to be incorporated in these Conditions of Trade in accordance with the provisions of the Electronic Communications and Transactions Act, No. 25 of 2002.
21. The Supplier and the Account Holder acknowledge that certain personal information may be processed under this Agreement, as defined in the Protection of Personal Information Act 4 of 2013. Each of the Supplier and the Account Holder warrant to each other that they will at all times strictly comply with all applicable data privacy legislation in force from time to time. The parties shall take, implement and maintain all such technical and organizational security procedures and measures necessary or appropriate to preserve the security and confidentiality of personal information processed by it and shall protect such personal information against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage.
22. The Account Holder acknowledges and agrees that the Supplier may:
    22.1 perform a credit search on the Account Holder's records with one or more of the registered credit bureau in order to assess the Account Holder's application to purchase on account;
    22.2 monitor the Account Holder's payment behaviour by researching its records at one or more of the credit bureaux;
    22.3 use new information and data obtained from the credit bureau in respect of the Account Holder's right to purchase on account;
    22.4 record the existence of the Account Holder's account with any credit bureau;
    22.5 record and transmit details of how the Account Holder has performed, and how the account is conducted by the Account Holder in meeting its obligations on the account;
    22.6 use information obtained from one or more credit bureau to assess the future applications to purchase on account by the Account Holder and/or its members/directors.
23. The Account Holder acknowledges and agrees that any information regarding the financial position of the business, default in payment to the Supplier, and details of how the account with the Supplier is conducted, may be disclosed to any other interested party conducting business with the Account Holder or to one or more credit bureaux.
24. The Account Holder hereby undertake to and in favour of the Supplier that it shall, at the Supplier's request, procure that each of the members or shareholders of the Account Holder, as the case may be, undertakes to sign a personal suretyship as security for all or any of the amounts which the Account Holder may at any time owe to the Suppler. The form of the suretyship is attached to this Credit Application.

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CONDITIONS OF TRADE

25. The signatory hereto confirms that:
    25.1 he/she has read and fully understands the aforesaid conditions;
    25.2 he/she is duly authorised to enter into this agreement on behalf of the Account Holder.

DATED at _____ this _____ day of _____ 20 _____

SIGNED ON BEHALF OF ACCOUNT HOLDER:		**AS WITNESS:**	
SIGNATURE		SIGNATURE	
PRINT NAME IN BLOCK LETTERS		FULL NAMES	
DESIGNATION			

PLEASE NOTE THAT THE CONDITIONS OF TRADE ON THIS PAGE MUST BE SIGNED

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DEED OF SURETYSHIP

I _____ with identity number _____
(BLOCK LETTERS – NAME OF PERSON SIGNING)

of (address) _____

do hereby bind myself jointly and severally to and in favour of Ladysmith Office National (hereinafter referred to as "the Company"), its successors in title or assigns, as surety for and co-principal debtor in solidium (which means that the Company has the choice to sue either the Principal Debtor and me jointly for our proportion of shares, or any one of us, at its choice, for the entire amount) with

_____
(BLOCK LETTERS – NAME OF YOUR COMPANY)

(hereinafter referred to as "the Principal Debtor") of all the obligations which the Principal Debtor may now have to or may incur from time to time with the Company under, by virtue of or arising from the Conditions of Trade in respect of the Application to Open an Account of which this Deed of Suretyship forms part and which conditions I confirm I have read and understand.

I agree that my liability shall cover all claims for legal costs on the scale as between attorney and client, interest and collection commission which the Company may, at any time, have incurred or incur as a result of the calling up of the Principal Debt, owing and payable by the Principal Debtor to the Company.

I hereby renounce all benefits arising from the legal exception, beneficium excussionis sui ordinis et divisionis, which means that I cannot demand that:

1. The company first exhausts its remedies against the Principal Debtor before proceeding against me in terms of this Deed of Suretyship;

2. My obligation in terms of this suretyship be divided proportionately between me, any co-sureties and the Principal Debtor with the force and effect of which I hereby declare myself to be fully acquainted.

I agree that this Deed of Suretyship is without prejudice to any other suretyship/s or security/ies now held or hereafter to be held by the Company and that it shall remain in force as a continuing security notwithstanding immediate settlement of any particular account, and notwithstanding death or legal disability.

Notwithstanding any part payment by or on behalf of the Principal Debtor, I shall have no right to any cession of action in respect of such payment and shall not be entitled to take action against the Principal Debtor or against any other surety for the Principal Debtor in respect thereof unless and until the indebtedness of the Principal Debtor to the Company shall have been discharged in full.

For the purpose of any action against me for provisional sentence or otherwise, a certificate signed by any Director of the Company, (whose capacity or appointment need not be proved), or its auditor, as to the amount owing by the Principal Debtor, and that the due date for payment of such amount has arrived, shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

I hereby choose as my domicilium citandi et executandi the address as set out against my name above, which means that this is an address chosen by me as the address at which all notices required to be given to me by the Company in terms hereof shall be deemed to have been duly given to me by the Company if posted to the said address or delivered to a responsible person at the said address, as the case may be.

I hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal action arising out of this Deed of Suretyship notwithstanding the fact that the amount claimed may exceed the jurisdiction of such court, the discretion however remaining with the Company to elect the forum from which it wishes to institute any legal action.

I shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations (including contingent obligations) of the Principal Debtor to the Company shall have been fully discharged or extinguished.

No consensual cancellation, variation or modification of the terms of this Deed of Suretyship shall be binding on the Company unless reduced to writing and signed by or on behalf of the Company and me, as surety.

I shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Company in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and client and collection commission irrespective whether action has been instituted against me, or not.

I hereby agree that the provisions contained in the Principal Debtor's Conditions of Trade relative to confidentiality and obtaining confidential information, shall be equally applicable to me.

DATED at _____ this _____ day of _____ 20 _____

AS WITNESS:
SIGNATURE _____
FULL NAMES _____

SIGNATURE OF SURETY:
_____

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SECTORS

1. Abrasives	2. Accounting Services	3. Adhesives	4. Advertising & Public Relations	5. Air, Stream, & Fluid Control
6. Agents, Representatives, Distributors & Wholesalers	7. Agriculture	8. Air-condition, Ventilation & Refrigeration	9. Architects	10. Arts, Crafts, Curios & Gifts
11. Attorneys	12. Auctioneers & Appraisers	13. Audiovisual	14. Auto accessories, Dealers & Fitment/ Service Centres	15. Automotive components
16. Automotive Manufacturers	17. Awnings & Blinds	18. Banks & Financial Institutions	19. Bargaining Councils & Employer Ass.	20. Batteries
21. Bolts, Nuts & Fasteners & Bearings	22. Building, Construction & Earthworks	23. Building Supplies, Quarrying & Bricks	24. Business Brokers, Consultants & Services	25. Cables & Accessories
26. Car Rental & Fleet Finance	27. Catering Services & Equipment	28. Ceramics, Tiles & Sanitaryware	29. Chemical & Products	30. Chemist & Pharmaceutical Products
31. Civil Engineering & Ass. Services	32. Clothing, Headwear, Apparel & Accessories	33. Communication	34. Compressors/ Generators	35. Computer Sales & Services
36. Consultants	37. Consulting Engineers	38. Containers	39. Corrosion Protection & Industrial Coatings	40. Courier Services
41. Curtaining, Materials & Toweling	42. Development & Service Organisations	43. Document Storage	44. Education & Training	45. Electrical Equipment & Services
46. Electronic Equipment & Services	47. Employment Agencies & Consultants	48. Energy	49. Engineering & Supplies	50. Estate Agents & Property Management
51. Exhibition, Event & Conference Organisers	52. Fibre Glass Products	53. Financial Services	54. Fire Equipment & Services	55. Flooring
56. Food Products, Services & Beverages	57. Furniture, Appliances & Household Goods	58. Gardening, Equipment & Nurseries	59. General Manufacturers	60. Hardware, Timber & Fencing
61. Hides, Skins, Leather, Footwear, Tanners, Allied Products	62. Hiring Services	63. Hose & Fittings	64. Hotels, Restaurants, Conference Venues, Self-Catering	65. Industrial Safety & Protective Products
66. Information Technology & Systems	67. Instrumentation	68. Insurance	69. International Trade	70. Jewelers
71. Laboratory & Research Equipment	72. Logistics, Transport, Hardware & Distribution	73. Machinery, Equipment & Services	74. Medical Aid & Health Care	75. Medical Equipment & Supplied
76. Metal Manufacturers	77. Metals - non - Ferrous, Steel & Iron & Scrap	78. Office Automation & Equipment	79. Oilfields & Mining	80. Paint, Painting & Decorations
81. Patternmakers	82. Plastics	83. Plumbing & Services	84. Printing, Packaging, Paper Products, Office Suppliers	85. Property Development
86. Publishing	87. Pumps	88. Quantity Surveyors	89. Retailers	90. Sanitation & Hygiene
91. Security & Investigations	92. Shipping, Cleaning & Forwarding Agents	93. Shopping Complexes	94. Sign & Design	95. Other: (Specify)