

Application by

Hereinafter referred to as "the customer" to do business with

Tractor & Grader Supplies Eswatini (Pty) Ltd

Registration Number: 448 OF 1997

VAT Nr.: 100128242

Plot 833, 1st Street, Industrial Site, Matsapha

P.O. Box 1929, Matsapha, M202

Tel: +268 2518 4548

Fax: +268 2518 4553



PLEASE PRINT CLEARLY USING BLOCK LETTERS

I/We hereby make an application for credit facilities and for the opening of an account with yourself. In support of this application, the following particulars are supplied.

CUSTOMER DETAILS

Full Business Name								
Trading Name (if different)								
Company is	(Pty) Ltd		CC		Sole Proprietor		Partnership	
Registration Number					Customer Vat No.			
Type of Business								
Street Address								
					Code			
Postal Address								
					Code			
E-mail								
Telephone					Facsimile			
Name of person responsible for placing orders								
Position					Cell Phone			
Name of person responsible for payments								
Position					Cell Phone			
Additional Information								

TRADE REFERENCES

Please furnish current credit reference only - a minimum of 3 is required.

Supplier Name		Contact	
Telephone		Average Monthly	R
Supplier Name		Contact	
Telephone		Average Monthly	R
Supplier Name		Contact	
Telephone		Average Monthly	R
Supplier Name		Contact	
Telephone		Average Monthly	R
Supplier Name		Contact	
Telephone		Average Monthly	R

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DIRECTORS AND SHAREHOLDERS

Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Name		ID Number	
Position Held		% Shareholding	
Have any of the directors been declared insolvent?		YES	NO
Have any cessions been passed over the Customer's debts?		YES	NO
Has the Customer given security for a bank overdraft?		YES	NO

If the answer to any of the above questions is YES, please fill in the relevant details.

BANKING AND ACCOUNTING OFFICER DETAILS

Branch Name		Branch	
Branch Code		Account Type	
Account Number			
Accounting Officer's Name			
Telephone			
Are audited financial statements for the past year available?	YES		NO

ACCOUNT INFORMATION

Credit required	Per Month	R	Per Year	R
Payment terms requested				

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Sureties			
Name of Surety 1	("Surety 2")		
Identification Number			
VAT registration Number			
Physical Address			
Postal Address			
Telephone Number			
Telefax Number			
Contact Person			
Email Address			
Signature (Who warrants that s/he is duly authorised to Sign)	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>
Name of Signatory			
Title of Signatory			
Date of Signatory			
Name of Surety 2	("Surety 2")		
Identification Number			
VAT registration Number			
Physical Address			
Postal Address			
Telephone Number			
Telefax Number			
Contact Person			
Email Address			
Signature (Who warrants that s/he is duly authorised to Sign)	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">For and on behalf of Surety</p>
Name of Signatory			
Title of Signatory			
Date of Signatory			
<p>Landlord's standard surety terms, which shall be capable of identification, are incorporated into this suretyship by this reference and may be attached to this suretyship and are either: (i) accessible (so that they may be read, stored and retrieved) at _____, or (ii) on request from Landlord. The Sureties acknowledge having read, understood, accepted, and agreed to be bound by the surety terms.</p>			

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TRACTOR AND GRADER SUPPLIES ESWATINI (PTY) LTD

TERMS AND CONDITIONS OF CREDIT

(Hereinafter referred to as the agreement)

The Terms and Conditions of Sale and Repair are incorporated into this agreement and shall apply to all sales and repairs made on credit.

"The goods" means the goods and services indicated on any TGS forms, price lists, quotations, orders or invoices. The headings in this document are inserted for convenience and shall not be taken into account for the purpose of interpreting this document.

Each of the terms shall be separate and divisible and if any such terms or conditions become unenforceable for any reason whatsoever, then that term or condition shall be severable and shall not affect the validity of any of the other terms and conditions with remain of full force and effect.

The singular shall include the plural; any gender includes the other genders; natural persons includes artificial persons (including trusts) and vice versa.

1. PARTIES

1.1 Tractor and Grader Supplies Swaziland (Pty) Ltd, including the TGS group of companies and branch offices, hereinafter referred to as TGS and the person applying for credit in terms of this credit application, hereinafter referred to as the Customer.

2. RIGHT TO REFUSE APPLICATION FOR CREDIT

2.1 TGS reserves the right to refuse any Customer's application for credit in its sole discretion based on its credit risk analysis and shall not be obliged to give reason for its refusal.

3. WITHDRAWAL OF CREDIT FACILITIES

3.1 TGS reserves the right to withdraw any credit facilities granted by TGS to the Customer, at any time without prior notice to the Customer and the nature and extent of such facilities shall at all times be in TGS's sole discretion.

4. NEGOTIABLE INSTRUMENTS

4.1 Acceptance by TGS of a negotiable instrument shall not be deemed to be a waiver of the TGS's rights under this agreement. In relation to cheque's s furnished by the Customer to the TGS, the Customer waives its right to insist on notice of dishonour or protest being given to it in the event that the cheque is dishonoured.

5. LEGAL PROCEEDINGS

5.1 The parties consent to the jurisdiction of the Magistrates Court for any litigation arising from this agreement.

However, TGS will have the right to institute at its discretion the legal proceedings in the High Court of Swaziland

5.2 In the event of the TGS instituting legal proceedings against the Customer for a breach of its obligations in terms of this credit agreement, or for damages in the event of the cancellation of this credit agreement by TGS pursuant to such breach, then the Customer shall be liable for all legal costs incurred by TGS on the attorney and own client scale including collection commission, charges and tracing agents' fees.

5.3 A certificate under the hand of any director or manager of TGS, (whose authority need not be proved), in respect of any indebtedness of the Customer to TGS or in respect of any other fact, including but without limiting the generality of the a foregoing the fact that such goods were sold and delivered, shall be prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.

5.4 The Customer's physical address referred to on the front page of this document shall be its domicilium citandi et executandi for all purposes in terms of this credit agreement.

6. ARBITRATION

6.1 The TGS at its sole option shall be entitled to refer any dispute arising from or in connection with this credit agreement to arbitration, the award by the arbitrator being binding on both TGS and the Customer.

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7. CESSION OF BOOK DEBTS

- 7.1 The Customer hereby cedes to TGS all of its right, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("the Customer's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter become owing by the Customer to TGS.
- 7.2 Should it transpire that the Customer at any time entered into a prior deed of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer's reversionary rights.
- 7.3 Notwithstanding the terms of the a foregoing cession, the Customer shall be entitled to institute action against any of its debtors provided that all sums of money which the Customer collects from it debtors shall be collected on TGS's behalf and provided further that TGS shall at any time be entitled to terminate the Customer's rights to collect said monies/debts.

10. ASSIGNMENT

- 8.1 The Customer shall not be entitled to cede any of its rights nor delegate any of its obligations under this agreement.
- 8.2 TGS shall be entitled to cede its rights in terms of this credit agreement to any third party on written notice to the Customer who hereby consents thereto.

9. GENERAL

- 9.1 No amendment to, variation of, or consensual cancellation of any of the terms and conditions of the credit agreement shall be of any force or effect unless reduced to writing, signed by the Customer and by a director or duly authorised representative of TGS.
- 9.2 No relaxation or indulgence which TGS may give at any time in regard to the carrying out of the Customer's obligations in terms hereof shall prejudice or be deemed to be a waiver of any of the TGS's rights in terms hereof.
- 9.3 The Customer expressly acknowledges that no warranties or representations have been made by TGS and that this credit agreement has been made by the Customer on an arms' length basis, and no inducements have been offered by TGS to it to apply for credit facilities from TGS.

10. PERSONAL INFORMATION

- 10.1 The Customer understands that the personal information given in this credit application form is to be used by TGS for the purposes of assessing his credit worthiness. The Customer confirms that the information given by him in his credit application form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which TGS will not be liable for any inaccuracies.
- 10.2 TGS has the Customer's consent at all times to contact and request information from any persons, credit bureaux or businesses, including those mentioned in the credit application form and to obtain any information relevant to the Customer's credit assessment, including but not limited to, information regarding the amounts purchased from suppliers per month, length of time Customer has dealt with such supplier, type of goods or services purchased and manner and time of payment.
- 10.3 The Customer agrees and understands that information given in confidence to TGS by a third party on the Customer will not be disclosed to the Customer.
- 10.4 The Customer hereby consents to and authorises TGS at all times to furnish credit information concerning the Customer's dealings with TGS to a credit bureau and to any third party seeking a trade reference regarding the Customer in his dealings with TGS.

Signed at _____ on the _____ day of _____

Signature/s of the Customer
or it's duly authorised representative/s

1. Witness _____

2. Witness _____

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TRACTOR AND GRADER SUPPLIES ESWATINI (PTY) LTD
TERMS AND CONDITIONS OF SALE AND REPAIR
(Hereinafter referred to as the agreement)

1. PARTIES

- 1.1 Tractor and Grader Supplies Eswatini (Pty) Ltd, including the TGS group of companies and branch offices, hereinafter referred to as TGS and the person to whom this invoice is addressed is hereinafter referred to as the Customer.

2. SALE PAYMENT TERMS

- 2.1 All goods ordered by the Customer shall be invoiced for upon those goods being in stock. If any goods are placed on back order by TGS, the Customer shall be invoiced for those goods as soon as available and shall be obligated to take delivery of and pay for those goods
- 2.2 Payment is to be made by the Customer within 30 (thirty) days of invoice.
- 2.3 Interest of 2% per month, compounded monthly in arrears, will be levied on amounts overdue.
- 2.4 All prices reflected on the invoice are net of VAT and any other applicable charges.
- 2.5 TGS reserves the right to increase the price of goods ordered but not yet delivered.
- 2.6 In order to be assessed, complaints regarding errors in dispatch must be laid within 7 calendar days of the date of delivery.
- 2.7 In order to be assessed, complaints regarding invoicing must be laid within 7 calendar days of the date of invoice.

3. REPAIR PAYMENT TERMS

- 3.1 Payment is to be made within 30 (thirty) days of invoice.
- 3.2 Interest of 2% per month, compounded monthly in arrears, will be levied on amounts overdue.
- 3.3 Storage fees of 1 % per month, compounded monthly in arrears, will be levied on repaired goods not collected within 7 calendar days of the date of invoice.
- 3.4 TGS will endeavor to seek pre-authorization for repair costs over E5,000 (five thousand) but reserves the right to effect repairs should it not be able to contact the Customer for any reason.
- 3.5 Should TGS not receive payment within 120 (one hundred and twenty) days of invoice, the Customer hereby grants TGS or its agent a power of attorney to sell the goods repaired in order to recover payment of its invoice.

4. RISK AND OWNERSHIP

- 4.1 Ownership of any goods sold by TGS to the Customer shall remain vested in TGS until date of payment in full of the invoice, including any interest and storage fees levied thereon.
- 4.2 Risk of loss, damage or destruction in and to the goods will vest in the Customer upon ordering the goods.

5. DELIVERY

- 5.1 Unless otherwise agreed to by the Parties in writing, delivery of the goods to the Customer will take place at TGS's place of business by way of collection by the Customer or its agent.
- 5.2 Upon signature of a TGS invoice, the Customer is deemed to have taken delivery of the goods.
- 5.3 All goods are deemed to have been accepted as being fit for their purpose upon signature by the Customer or its agent of this invoice.

6. FORCE MAJEURE AND TERMINATION

- 6.1 TGS reserves the right to cancel any order for any reason beyond its control whatsoever or if the Customer breaches any terms of this agreement of sale or repair, whichever is applicable, or if TGS suspects that the Customer will be unable to pay its debts for any reason whatsoever.

7. INDEMNIFICATIONS

- 7.1 The parties specifically agree that should the Customer export the goods to any other country, the Customer holds TGS harmless against any claim for tax or duties applicable thereon.
- 7.2 Under no circumstances will TGS be liable for any loss or damage arising out of this agreement of sale or repair.

8. WARRANTIES

- 8.1 Unless otherwise agreed in writing between the Parties, TGS warrants the goods for a period of 6 months from the date of invoice or for 1000 hours of use, whichever event occurs first in time.

9. TRADE-INS

- 9.1 The Customer warrants that any goods traded to TGS in part or full discharge of the Customer's obligations under this agreement are the property of the Customer, are fully paid for and that no third party has any claim, lien, right of retention or preemptive right in respect of the goods.

10. GENERAL

- 10.1 No variation of this agreement shall be valid and binding unless reduced to writing and signed by both parties.
- 10.2 The Customer consents to the jurisdiction of the Magistrates Court for the resolution of any dispute arising from this agreement. However, TGS reserves the right at its discretion to institute legal proceedings in the High Court of Swaziland.

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