

TAU ROLLERMEULE (Pty) Ltd

REG NO:2015/357344/07

BTW NO:4360149969

P.O.BOX 46

TEL: 018 581 2180/1

LEEUDORINGSTAD

FAX: 018 581 3481

1GEORGE STREET

LEEUDORINGSTAD, 2640

OPENING OF ACCOUNT APPLICATION

A Name of Practice/Company/Closed Corporation: (Attach Memorandum of Association or Register of Directors and Shareholders Certificates)

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Registration number:

.....

Date established:

.....

Business Street Address:

.....

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Owned?

Or Leased?

Name of Landlord:

Postal Address of Landlord:

Registered Address:

.....

Postal Address:

E-mail Address:

Tel: Fax:

Auditor's name:
.....

Tel:
.....

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Bank: Tel:

Branch: Branch code:
.....

Account Number:
.....

B Trade References to contact:

1. Tel:
.....

Credit Limit :

R.....

2. Tel:

Credit Limit:

.....

3. Tel:

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Credit Limit:

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List all sureties, cession of debtors, notarial bonds, factoring & judgements:

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List all liquidations, sequestrations against the business or its principals:

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Have moratorium or offers of compromise ever been made to any creditor?

Can the latest Audited financial Statements be made available?

What year?

C Full name of Partners/Directors:

1.

.....

ID Number: (Attach
copy)

2.

.....

ID Number: (Attach
copy)

3

3.

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.....

ID Number: (Attach
copy)

4.

.....

ID Number: (Attach
copy)

D VAT Exemption:

VAT Exempt? Yes / No VAT Number:

.....

(If Yes, attach a copy Certificate, If No, attach a copy of VAT 103 Certificate)

E Account Limit Needed:

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Account term to pay: 7 Days // 15 Days // 30 Days

Name of person responsible for account payment:

Position: Tel:

F **Declaration:**

I/We have the authority to act on behalf of the Practice / Company / Closed Corporation.
(Attach Resolution signed by all principals)

The information given and forming part of this application for an account is true and correct. The Terms and Conditions of Sale overleaf have been perused and are totally acceptable to the Applicant.

SIGNED THISDAY OF
20.....

SIGNATURE (S)

.....

MANAGER`S SIGNATURE: Date:

.....

Terms and Conditions

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1. The acceptance of this opening of account proposal by the following terms and conditions which the Purchaser agrees will form an integral part of all prior transactions and/or this transaction and/or all further transactions between the Seller and the Purchaser, and should be read in conjunctions with all relevant orders, invoices and delivery notes.

2. **Sales of Goods:**

- 2.1 Notwithstanding anything elsewhere provided, ownership in and to the Goods sold by the Seller to the Purchaser shall remain vested in the Seller until such time as all amounts due in respect of a transaction, including purchase price, interest and other costs and expenses, has been paid in full.
- 2.2 In the event of non-payment as described hereunder, the Seller shall be entitled at its discretion to claim repossession of any goods sold by the Seller to the Purchaser and to institute action for damages suffered by the Seller forthwith prejudice to the rights of the Seller to claim payment of any amount outstanding, forthwith without giving notice to the Purchaser. In the event of the Seller electing to recover possession of the goods, this shall be subject to the Purchaser being responsible for payment of all transport costs, any State, Provincial or Local taxes or imports and storage costs.
- 2.3 Claims for short deliveries or deliveries not in accordance with order must be made in writing immediately upon receipt of the goods by the Purchaser. The Seller will not accept returns of goods unless the return approved by the Seller within 7 days of date of delivery, and in the event of the Seller accepting return of goods, it shall be subject to a 10% handling charge on the purchase price at the discretion of the Seller.

3. **Payment**

- 3.1 Payment of the Purchaser is to be made within the day accepted under Clause E of this application, after delivery (unless otherwise agreed in writing).
- 3.2 The Seller reserves the right to charge interest on overdue accounts on a monthly basis from due date to date of payment.
- 3.3 The Seller reserves the right to stop any further delivery because of overdue accounts.

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4. **Return of Goods**

4.1 Perishable goods.

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4.1.1 All products must be stored in accordance with label directions.

4.1.2 Returned merchandise or dated merchandise will not be accepted, nor credited unless:

- Prior written approval from the Seller has been obtained;
- Merchandise is returned at least four months prior to expiry date;

- Merchandise is in a re-saleable condition, as determined by our quality control department.

5. Jurisdiction

The Purchaser hereby consents to the jurisdiction of the Pretoria Magistrate`s Court for any action instituted by the Seller in respect of any matter arising from these terms and conditions or any action instituted by the Seller in respect of any matter arising from these terms and conditions or any action pursuant to these premises. This clause shall be entirely without prejudice to the rights of the Seller to institute action in any form of competent jurisdiction.

6. Liability

Apart from the terms of any written guarantee in respect of specific goods sold by the Seller, the Seller will at its discretion consider replacement or reimbursement in respect of any goods which are proved to be defective either in manufacture. The Seller shall not be liable for any injury , damage or loss being consequential or otherwise resulting from such defects. The Seller at no stage guarantees the suitability of products for a particular application by the Purchaser other than as clearly stated on the package insert.

7. Entire Application and Agreement

The Purchaser acknowledges:

7.1 that no relaxation or indulgence granted by the Seller to the Purchaser shall in any way prejudice the Sellers rights hereunder nor shall they be a waiver or novation of such rights; and

7.2 except for the additional conditions contained in the application form this is the whole agreement between the parties hereto, and no variation of this agreement, including this clause shall be of any force of effect unless recorded in writing and signed by both parties.

8. If the account of the Purchaser is mismanaged in any way, the Seller has the right to

close the account with immediate effect.

9. This agreement is binding upon the Purchaser, his assigns or successors- in-title.

Banking details of the Seller

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Account Name: TAU ROLLERMEULE
Bank: FIRST NATIONAL BANK
Account Number: 52820011155
Branch Code: 240738

SIGNED THIS DAY OF 20.....

SIGNATURE (S)

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Required Documents Attached with Credit Application:

1. ID / Passport Documents of Directors/Owners
2. Proof Of Residents (Example: Water & Electricity Bill / Rental Agreement)
3. CK Registration Document
4. VAT Certificate
5. Cancelled Cheque / Bank Letter with banking details on / Bank Statement

SURETYSHIP

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It is recommended that the surety take independent legal advice to make sure that the commitment of the surety and the potential consequences of this surety ship are understood.

The surety by signing this surety ship may become **individually or collectively** liable with the Debtor for the debtor`s obligations to the creditor.

1. I/We the undersigned

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from (physical address)

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bind myself/ourself as surety and co-principal debtor jointly and severally with

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("the Debtor")

In favour of **TAU ROLLERMEULE (Pty) Ltd**, its successors or assigns (“the Creditor”) for the repayment on demand of any sum or sums of money, which the Debtor owes or may hereafter owe to the Creditor from whatever cause arising and the due fulfilment of all obligations of the Debtor to the Creditor in respect of such indebtedness. Such indebtedness shall include, but not be limited to liabilities incurred by the Debtor in his own name, or in the name of any business under which he may be trading either solely or jointly with others (in partnership or otherwise) and whether such obligations arise from any surety ship given by the Debtor to the Creditor in respect of the debts of any third party and whether such debts already exist or may arise in future.

2. INTERPRETATIONS

In this surety ship, unless inconsistent with or otherwise indicated by the context, any reference to a gender includes other genders, the singular includes the plural and vice versa and by reference to a person includes a natural person, a legal entity and an entity without separate legal capacity.

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3. JOINT AND SEVERAL LIABILITY

- 3.1 Where more than one person signs surety for the obligations of the Debtor in favour of the Creditor, each such person shall be jointly and severally liable as surety and co-principal debtor for such obligations.
- 3.2 The validity and enforceability of this surety ship shall in no respect be subject to the obtaining of a surety ship from another person or to the validity of the surety ship of any other surety.

4. ADDITIONAL SECURITY

- 4.1 I/We acknowledge admit that this surety ship is additional to any security which the Creditor currently holds or may hereafter hold in respect of the obligations of the Debtor and that this surety ship shall not detract in any way from other security already furnished by me/us in favour of the Creditor, which security shall remain in force until terminated in writing by the Creditor.
- 4.2 As security for the fulfilment of my/our obligations in terms of this surety ship, I/ We cede to the Creditor all claims including claims arising from loan accounts, which I/we have or hereafter may have against any legal entity and/or any person or entity and/or the Debtor. If any such rights or claims have already been ceded to a third party, this cession shall be a cession of my/our reversionary rights in and to such claims. For this purpose I/we hereby authorise the Creditor, in the event of being in default with my/our obligations to the Creditor in terms hereof, to take all and any action which the Creditor may deem necessary and I/we undertake to take all steps necessary and to deliver all documents evidencing such claims to the Creditor. I/we hereby irrevocably undertake not to dray against any loan account referred to above without the prior written consent of the Creditor.

5. ADMISSIONS BY THE DEBTOR

Admissions by or on behalf of the debtor, including but not limited to the acceptance of the Creditors claims by a trustee or liquidator in the event of the insolvency or liquidation of the debtor as well as any judgement granted by a competent court against the debtor in favour of the Creditor, shall be binding on me/us.

6. DISCRETION OF THE CREDITOR

I/We acknowledge and agree that the Creditor may, in its discretion, without reference to me/us and without prejudice to its rights in terms hereof:

- 6.1 determine the extent, nature and duration of any facility or other advance to the Debtor;
- 6.2 release in whole or in part present or future security. including this suretv ship of

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the surety ship of co sureties, in respect of the Debtor's obligations to the Creditor;

- 6.3 enter into any arrangement, compromise or settlement or grant an extension to the Debtor or any surety;
- 6.4 cede its claims or other rights against the **Debtor** or against me/us to any person of its choice.

7. ALLOCATION OF PAYMENTS AND CASH DEPOSIT ACCOUNTS

- 7.1 The Creditor shall be entitled to apply any payment received or recovered in terms of this surety ship in respect of any obligation of the Debtor to the Creditor, in such a manner as the Creditor may deem fit.
- 7.2 In exercising its powers in terms of clause 7.1, the Creditor shall at all times be entitled to deposit and keep any amount received or collected or recovered in terms of this surety ship or any part thereof, in a separate account ("cash deposit account") without any obligation to utilise such amount in discharge or part discharge of the Debtor's obligations for as long as the Creditor deems fit, provided that in the calculation of the interest for which I/we may be liable to the Creditor, any such amount received, collected or recovered by the Creditor, shall be deemed to be paid/ have been paid on the date upon which such amount was received by the Creditor.

8. INSOLVENCY, LIQUIDATION, ETC

- 8.1 If the estate of the Debtor or any person who has bound himself as surety for the Debtor is sequestrated, liquidated, surrendered or placed under judicial management, administration, compromise or arrangement, either by way of statute or otherwise:
 - 8.1.1 the **Creditor** may, in its discretion, decide to institute a claim against such estate and to calculate the extent of such claim, without affecting or diminishing my/our liability in terms hereof;
 - 8.1.2 the **Creditor** shall be entitled to apply all proceeds or payments which are received from the Debtor, curator, liquidator or from any source in diminishing the amount owed, without affecting or diminishing my/our

liability in terms hereof for payment of the amount which is owing to the Creditor by the Debtor after receipt of such proceeds or payments.

- 8.1.3 the **Creditor** shall be entitled, notwithstanding payment by me/us or any other person of the full or any part of the amount owing in terms of this surety ship and notwithstanding any release, discharge, arrangement or agreement entered into the Creditor, to prove a claim in the estate of sequestration, liquidation, surrender, administration, compromise or arrangement, to the exclusion of my/our rights (if any) to prove a claim.

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unless and until the full amount which the Debtor owes to the Creditor, is paid: and

- 8.1.4 If any payment which has the effect of diminishing or discharging my/our obligations in terms hereof is set aside by law or due to any other reason, or is repaid as a result of agreement by the Creditor, I/we shall be liable to the Creditor for any and all amounts owing by the Debtor as a result of the said setting aside or repayment, notwithstanding that such setting aside or repayment has taken place after my/our obligations in terms hereof have been terminated in all respects. All references in this surety ship to debts of, or amounts owing by the Debtor, shall include any debt which may originate or revive as a result of such setting aside or repayment.

8.2 The **Creditor** shall be entitled, in its discretion, to retain any security held by it for my/our obligations for a period of 7 (seven) months after the repayment of all sums owing to or which become owing to it, from the Debtor notwithstanding any release, settlement, discharge or arrangements given or made by the Creditor as a consequence of such repayments. If, within a period of 6 (six) months after such repayment an order of provisional or final sequestration or liquidation is granted against me/us, the Debtor or any other surety, the Creditor shall be entitled, notwithstanding any provision to the contrary contained herein, to continue to retain such security or any part thereof for such further period as the Creditor in its discretion may determine.

9. RENUNCIATION OF BENEFITS

I/We hereby renounce the following benefits, the respective meanings and consequences of which are set out hereunder and the effect of which I/we acknowledge that I/we am/are acquainted with and understand;

9.1 Cession of actions I/We am/are not entitled to demand cession of the Creditor's rights against the Debtor and/or any co-surety before payment by me/us of the full debt owing by the Debtor's to the Creditor, and

9.2 No cause of debt If, in any legal proceedings which are instituted by the Creditor in terms of this surety ship against me/us, I/we dispute the existence of the amount owing by the Debtor, the onus of proving this shall rest on me/us.

10. CONTINUING SECURITY

This surety ship shall be a continuing covering security notwithstanding any intermediate settlement of the amount owing and notwithstanding my/our death or legal incapacity until the Creditor has received notice in writing from me/us or my/our executor, trustee or any other legal representative, as the case may be, terminating the same. and until

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the amount owing in terms of this surety ship at the date of receipt of such notice plus interest and costs until date of payment, has been paid; provided that such notice shall have no force or effect and shall not terminate this surety ship unless it is accompanied by a copy of a notice addressed by me/us to the Debtor in terms of which the Debtor is

advised of the termination of this surety ship.

11. CHOSEN ADDRESS

I/We choose my/our address in clause 1 for the service of all notices, communication or legal processes arising from this suretyship. I/We will be entitled from time to time, by giving written notice to the Creditor, to vary my/our chosen address(es) to any other physical address (not being a post office or post restante) within the Republic of South Africa. Any such variation shall only become effective on receipt by the Creditor of such Written notice and if the Creditor does not object to the variation.

12. JURISDICTION

I/We agree in terms of section 45 of the Magistrate's Court Act of 1944 to the jurisdiction of the Magistrate's Court which has jurisdiction in terms of section 28(1) of that Act in respect of my/our person for any legal proceedings which may result from surety ship and/or may relate thereto, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court; provided that the Creditor is entitled in its discretion to institute any such legal proceedings in any other competent court and I/we agree to subject myself/ourselves to the jurisdiction of any such competent court which has jurisdiction.

13. LEGAL COSTS

I/We am/are liable for all costs which may be incurred in the enforcement of the surety ship, including collection costs and legal costs on the scale as between an attorney and his own client.

14. INDULGENCE

No indulgence, latitude or extension of time which may be allowed by the **Creditor** to me/us or the **Debtor**, shall be regarded to be a waiver of rights by the **Creditor** or

novation of my/our liabilities.

15. OWNERSHIP OF DOCUMENT

This document is and shall remain the property of the **Creditor** even after termination hereof and the **Creditor** shall not be obliged to return this document to me/us or any other person.

16. SEVERABILITY

All the items and conditions contained in this surety ship, r

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in which they are grouped together or grammatically linked, are separate and severable from each other. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term and condition is severable from and shall not affect the validity of any other term or condition in this surety ship.

17. REPRESENTATION

If the surety is a legal person or is represented by another person, then the signatory/signatories warrant and represent to the **Creditor** that they are duly empowered to enter into this surety ship.

18. LIMITATION

Notwithstanding anything to the contrary herein contained, the amount that the **Creditor** shall be entitled to recover from me/us under this surety shall be –

* All the liabilities that the **Debtor** now has or in the future may have to the **Creditor**.

19. CONFIRMATION

I/We the undersigned confirm that this surety ship –

19.1 was properly completed at the time of signature especially with reference to the

name of the **Debtor**; and

19.2 in so far as no amount is specified in clause 18 as a limit of my/our liability, my/our liability shall be for unlimited amount, if any;

19.3 is in all respects in accordance with the agreement between me/us and the **Creditor** and is not as a result of a common mistake between me/us and the **Creditor**, not representative of our true intentions.

20. CERTIFICATE

A certificate signed by any manager of the **Creditor** shall be sufficient proof of any applicable rate of interest and of the amount owing in terms hereof or of any other fact relating to the surety ship for the purposes of judgement, including provisional sentence and summary judgement, proof of claims against insolvent and deceased estates or otherwise and if I/we dispute the correctness of such certificate. I/We shall bear the capacity of the person signing such certificate.

21. WHOLE AGREEMENT

This document comprises the entire agreement between the **Creditor** and me/us regarding this surety ship and the **Creditor** shall not be bound by any undertakings, representations or warranties not expressly recorded herein. Any amendment hereof shall only be valid if it is in writing and signed by both the **Creditor** and myself/ourselves.

Signed at _____ on _____

Surety Signature

First Names and Surname

Witness 1: Signature

Witness 2: Signature

First Names and Surname

First Names and Surname

Signed at _____ on _____

Surety Signature

First Names and Surname

Witness 1: Signature

Witness 2: Signature

Full Names and Surname

Full Names and Surname

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