Cami Engineering Suppliers (Pty)LTD

Unit 10 A, Blackheath Park, Range Road, Blackheath Industria, Blackheath
Tel : 021-100 3477 Fax: 086 605 3667
Email:camiengineering@gmail.com

Application For Credit Facilities

Trading Name			
Holding Name			
Physical Address			
Postal Address			
Telephone No		**Fax no**	
VAT No		**Co Reg No**	
Conact Person Acc's		**Contact Person Sales**	
E-mail Acc's		**E-mail Sales**	

Name, Address & ID No of Owners/Directors		
1.		
2.		
3.		
4.		

Bank:	**Branch:**	**Acc No:**

Trade References:		
Name	**Tel/Fax**	**Contact Person**
1.		
2.		
3.		
How long has Co been established	**How long under present owner**	

TERMS 30 DAYS NETT

Type Of Merchandise Sold :
Credit Required :

Attach Copies of the Following:

1. **Directors/Owners ID Documents**
2. **V.A.T. Certificate**
3. **Cancelled Cheque/Letter from Bank**
4. **Company Registration Certificate**

CAMI ENGINEERING SUPPLIERS (PTY)LTD

TERMS AND CONDITIONS OF SALE

1. No variations from the terms and conditions herein contained and no contrary stipulation by the buyer, shall be valid and binding unless confirmed by us in writing.
2. Orders shall be accepted for delivery as and when the required goods can be made available by us. We shall be entitled to execute orders in part from time to time and payment for each part of an order so executed shall become due within the terms specified on the credit application.
3. Whilst we shall make every endeavor to deliver the goods promptly or within the time indicated by us, we shall not be liable for loss of profit or any damages direct or indirect, consequential ot otherwise, sustained by the buyer as a result of non-delivery or late delivery due to any cause whatsoever. In particular, but without derogating from the generality of the aforegoing, we shall not be liable for delays in delivery by the South African Railways or Harbours.
4. The date of dispatch of goods to the buyer shall constitute the delivery date.
5. We shall not be required to deliver any goods to the buyer for so long as the buyer is arrears with any payment owing to us from any cause of debt. In the event of the buyer committing an act of insolvency or being placed under provincial liquidation or final management liquidation or sequestration, we reserve the right to cancel any sale or order and to stop further deliveries.
6. All risk in and to the goods shall pass to the buyer upon delivery thereof.
7. Notwithstanding the delivery of any goods to the purchaser, ownership thereof shall not pass until the company has received payment of the full contract price.
8. The buyer shall not be entitled to return goods to us without our express consent. Should we agree to the return of goods which has been correctly supplied, the buyer shall be obliged to pay us a handling charged equivalent to 15% of the value of the goods returned and delivery costs.
9. Unless contrary terms for payment have been provided herein, the buyer shall ensure that we receive payment for the goods within the terms specified on this form. Interest shall be paid on all overdue accounts at the maximum rate applicable by law.
10. These terms and conditions apply to all contracts for sale of goods entered into by us, whether or not such are pursuant to order by telephone, fax or email or order placed by agents or representatives on our behalf and supersede any terms and conditions of sale down by the owner. Any and all alterations or amendments to the amendments to the terms and conditions of sale shall be in writing and signed by both parties.
11. If payment of any particular purchase made is overdue the purchase price for all purchases shall immediately become due and payable notwithstanding the provisions of paragraphs 2 and 8 hereof.
12. (a) Should the buyer be in default in any respect whatsoever, we shall be entitled in our sole discretion to institute action against the buyer in any competent Court of Law and the buyer consents to the jurisdiction of the Magistrates Court in terms of Section 45 of Act 32 of 1994 as amended.
    (b) Notwithstanding the aforgoing we shall not be obliged to institute action against the buyer in the Magistrates Court and the buyer hereby submits to the jurisdiction of the Supreme Court of South Africa, Cape Town Local Division, in respect of any action instituted against the buyer by us.
13. In the event of action being instituted against the buyer by us, the buyer agrees to pay costs on the attorney and own client scale including collection commission payable in terms of law.
14. The buyer agrees to notify us in writing within seven (7) days of any change in ownership of the buyers business or should the buyer be a company, any share transaction whereby the majority shareholding is affected. Should the buyer not so notify us, then the buyer shall be deemed to have guaranteed the obligations of the purchaser of the business or the shares as the case may be.
15. In the event of an order being given to us on the official order form of the buyer, the buyer shall be stopped from denying the validity of such an order. Notwithstanding the fact that such an order may have been given or signed by a person not authorized by the buyer.
16. The buyer hereby chooses Dom cilium citandi et executandi for all purposes arising out of this contract as it's address reflected on the reverse side hereof.

_____ _____

NAME (PLEASE PRINT) **SIGNATURE OF APPLICANT**

Who warrants being duly authorized and acknowledges having read above conditions

SIGNED at _____ ON THIS _____ DAY OF _____ 20_____