



018 285 1036 - 36 Retief St, Potchefstroom, 2520

## CREDIT APPLICATION

Registered Company Name (Full Legal Name)	
Trading Name	
Previous Name (if Applicable )	
Company Registration No	
Vat No:	

Postal address	
Physical Address	
Delivery Address (if different to physical address)	
Contact Numbers Sales	
Contact Number Accounts	

## Directors and Main Owner

Full Name	
Surname	
ID Number	
Capacity	
Shareholding %	
Home Address	
Home Tel	
Cell Tel	
Email address	
Signature	

Full Name	
Surname	
ID Number	
Capacity	
Shareholding %	
Home Address	
Home Tel	
Cell Tel	
Email address	
Signature	

## COMPANY BANK DETAILS

Bank Account Name:	
Bank	
Account no	
Branch and Code:	

## Trade References

	Company 1	Company 2	Company 3
Company			
Contact			
Telephone			
For Office Use			

Credit Amount Required:	
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I/We the undersigned hereby warrant and agree that the information contained in this credit application and in any attachments is true, correct and up to date and undertake to immediately notify The Supplier of any changes to such information in the future.

I/We the undersigned hereby declare that I/We are duly authorised to sig this Application Form on behalf of The Applicant as so mentioned in this " Application for Credit Facilities".

I/We the undersigned hereby agree and permit that The Supplier is entitled to:

- a. Make any reasonable enquiries to any third party to verify and research any details provided by The Applicant on this application form, or any other details in relation there to.
- b. Disclose the existence and the conduct of The Applicant's account with The Supplier, whether still current or not, to any Credit Bureau or other credit grantor for publication.

The Applicant hereby chooses as it's Domicilium Citandi et Executandi for all purposes in connection with or arising out of its contract with The Supplier, the Physical Address as stated on this form marked "Application For Credit Facilities"

Should it become necessary for The Supplier to institute legal proceedings against The Applicant for whatever reason, The Applicant agrees to the Jurisdiction of any Magistrate's Court of The Supplier's choice, regardless of the geographical location of The supplier of Applicant, place of business and /or deliveries done and regardless the value of the matter. The agreement shall serve as the required written consent confirmation of the jurisdiction of such court.

In the event of The Application breaching any of its obligations and / or failing to make timeous payment of any amount due to The Supplier, The Applicant agrees to pay, and shall be liable to pay, all legal collections and tracing costs incurred by The Supplier on Attorney or Collection Agent or Tracing Agent own Client scale, as well as interest as specified in the "Standard Conditions of Agreement " of The Supplier attached hereto, and which The Applicant has read, understood and agreed to.

I/We undertake to pay any amount rendered nett within a period of 30 days reckoned from the date of statement on which credit is granted.

Should I/WE fail to pay the amount within a period of 30 days of statement, I/We agree to pay interest on the overdue amount at the rate of 2% per month .

The rate of discount and interest charged are subject to change.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Name \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## DEED OF SURETYSHIP

I/We, by my/our signature/s hereto (which appear below) do, in addition to the above, hereby bind myself/ourselves in my/our private and individual capacity as surety for, and co-principal debtors in solidium with The Applicant in favour of The supplier for the due performance of any obligation of The Application and for the payment to The Supplier by The Applicant of any amounts which may at any become owing to The supplier by The Applicant from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims, damages and actions against

The Applicant acquired by way of cession. This suretyship shall be a continuing covering guarantee / surety which may only be cancelled in writing by The Supplier and the only, provided that all sums owing by The Applicant ( whether due or not) to The Supplier have been paid in full. I/We hereby renounce the benefits of the legal exceptions "Non Cause Debiti" "Ordinis Seu Excussionis Et Divisionis" and "Cession of Action", with the force, meaning and effect of which I/We declare myself /ourselves to be fully acquainted with, I/We furthermore bind myself/ourselves irrevocably t the Terms and

Conditions of clauses 1 to 6 above as well as the relevant "Standard Conditions of Agreement" of The supplier.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Name \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## Directors and Main Owner

Full Name	
Surname	
ID Number	
Capacity	
Shareholding %	
Home Address	
Home Tel	
Cell Tel	
Email address	
Signature	

## STANDARD CONDITIONS OF SALE

### 1 . INTERPRETATION

1 .1 In this agreement:

1.1.1 clause headings are for convenience and are not to be used in its interpretation;

1.1.2 reference to the singular includes the plural and vice versa and any gender includes the other gender;

1.1.3 headings are for convenience only;

1.2 In this document, except where a context clearly indicates a contrary intention:

1.2.1 "invoice" means the invoice for goods supplied by Lamps Electrical cc;

1.2.2 "Debtor" means the any person indicated on the invoice and for any person accepting delivery of goods in terms of the invoice

1.2.3 "agreement" means this document, including any special terms and conditions on the face hereof

1.2.4 "goods" means all terms specified on the invoice

1.2.5 "persons" includes a company, close corporation and any other juristic person, and a partnership and any other body of persons

1.2.6 "the parties" means Lamps Electrical cc (Pty) Ltd, hereinafter referred to as ("Lamps Electrical cc") and the Debtor.

## **2. CONTRACT**

2.1 All goods specified on the invoice are sold by Lamps Electrical cc to the Debtor subject to this agreement;

2.2 This agreement constitutes the whole of the contract between the parties and no amendment, alteration, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.

## **3. OWNERSHIP AND RISK**

3.1 It is expressly agreed between the parties that ownership of goods sold shall not pass to the Debtor and shall be reserved to Lamps Electrical cc, even if delivery has been made or credit granted to the Debtor.

3.2 Ownership of goods shall only pass from Lamps Electrical cc to the Debtor when Lamps Electrical cc has received full payment of all amounts set out on the invoice or, in the event of credit granted to the Debtor, if all amounts owing by the Debtor to Lamps Electrical cc are made;

3.3 The risk of damage, destruction or loss of goods shall pass to the Debtor immediately on dispatch ex Lamps Electrical cc warehouse.

## **4. PRICES AND PAYMENT**

4.1 Unless otherwise specifically agreed upon between the parties the purchase price of the goods and any other charges in respect thereof shall be payable by the Debtor in cash upon tender of delivery of the goods by Lamps Electrical cc;

4.2 A credit facility will only be available by prior written approval by Lamps Electrical cc. Lamps Electrical cc shall be entitled, at any time and in its sole discretion, to review, increase, decrease or withdraw any credit facilities granted to the Debtor;

4.3 The purchase price and other charges in respect of goods purchased in terms of a credit facility granted in terms of 4.2 shall be paid within 30 (thirty) days after date of the invoice in respect thereof, which amounts are payable without deduction free of bank exchange in South African currency at Lamps Electrical cc business address set out on the invoice or to Lamps Electrical cc banking account if so nominated by Lamps Electrical cc;

4.4 Lamps Electrical cc reserves the right to charge Interest at 2% per month or part thereof (or at the maximum rate allowed by law whichever shall be the lesser figure) on all accounts not paid before the due dates in terms of 4.1 and 4.3 above and the Debtor undertakes to pay such interest charges to Lamps Electrical cc on demand;

4.5 If at any time payment by the Debtor is overdue, Lamps Electrical cc would be entitled without prior notice and without prejudice to any of its rights to:

4.5.1 defer further deliveries and cancel any credit facilities granted until payment for such deliveries and of all arrears is made; and/or

4.5.2 cancel the remainder of the contract and recover from the Debtor all monies then due or owing by the Debtor for goods already delivered and payment of such damages as Lamps Electrical cc may have sustained.

4.6 The prices of all Lamps Electrical cc's goods shall be subject to fluctuation.

4.7 The Debtor consents to the jurisdiction of the Magistrate's court in terms of section 4.5 of the Magistrate's Court act 32 of 1944 (as amended) having jurisdiction under section 28 of the said Act, notwithstanding that the claim by Lamps Electrical cc exceeds the normal jurisdiction of the Magistrate's Court as to the amount.

4.8 The Debtor shall be liable for all legal cost incurred by Lamps Electrical cc for the collection of any amounts owing by the Debtor, including costs on an attorney and own client basis.

## **5. DELIVERY**

5.1 While Lamps Electrical cc will make every reasonable endeavor to meet all times or dates for delivery or performance quoted by it, it is specifically agreed between the parties that the times or dates quoted by Lamps Electrical cc are business estimates only and do not constitute contractual obligations on the part of Lamps Electrical cc.

5.2 Delivery of goods will be made by Lamps Electrical cc provided that:

5.2.1 Goods will be packed in such packaging material and in such a manner as Lamps Electrical cc in its sole discretion deems sufficient;

5.2.2 Delivery is within the Gauteng province;

6.2.2 If the Debtor requests delivery outside of the Gauteng area or by any other means or requests the packaging of goods in a special manner, the cost of such carriage and/or packaging will be for the Debtors account and the price of the goods may be increased by adding such costs to the invoice in respect of such goods:

5.3 Lamps Electrical cc will make every effort to deliver the exact quantity of goods ordered by the Debtor, but the Debtor shall in all cases be liable for payment on the actual quantity on goods delivered notwithstanding that a lesser quantity of goods was delivered.

5.4 Unless Lamps Electrical cc receives written notice to the contrary from the Debtor within 24 (twenty-four) hours from the date of the invoice, the quantity of goods specified in the invoice will be deemed to have been received by the Debtor in undamaged condition.

## **6. RETURNS**

No goods delivered in terms of this agreement will be accepted for return without Lamps Electrical cc's prior written consent and in the event of the return of any such goods the Debtor shall be liable for a handling fee in respect of the return of such goods of 15% (fifteen percent) or such higher rate as Lamps Electrical cc's supplier shall levy on Lamps Electrical cc.

## **7. CESSION OF BOOK DEBTS**

The Debtor hereby cedes and assigns unto and in favor of Lamps Electrical cc all my/our rights, title and interest in and to all debts which are now, or which may in the future become, owing to the Debtor by any party or parties as security for the payment by me/us of all amounts which are now and which may from time to time in the future become owing by me/us to Lamps Electrical cc from any cause of indebtedness howsoever arising. I/We agree that on request by Lamps Electrical cc, I/We shall be obliged to hand over to Lamps Electrical cc all books of account, invoices and documents and the like which it may require for the purpose of ascertaining the amounts due to me/us and for the purpose of the recovery of payment

## **8. GENERAL PROVISIONS**

8.1 The failure by Lamps Electrical cc to insist upon strict performance of the terms and conditions of this agreement or to exercise any option herein contained; shall not be construed as a waiver or relinquishment of any rights; and no indulgence, leniency or extension which Lamps Electrical cc may grant the Debtor shall in any way prejudice Lamps Electrical cc from exercising any rights in the future.

8.2 Notwithstanding that Lamps Electrical cc may at any time supply goods to the Debtor in excess of the credit limit granted, the Debtor remains fully liable for all goods supplied and delivered and amounts outstanding.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Debtor: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_

*Please note: This credit application cannot be processed unless all the following requirements are adhered to: 1. no tippex / correction tape 2. black pen only 3. all information is required 4. full names as per id document 5. all pages must be initialled by every owner/ member 6. the following documents must be send with application \* id documents ( owners / directors, partners), Company Registration Documents, vat Clearance certificate , proof of bank account*