

3.
...
4.
10. Previous name of business:
11. Name of holding company:
12. Name of subsidiary and associated companies:
.....
13. Premises: Owned Rented
Name of landlord if rented:
14. Address to which invoices and statements to be sent:
.....
15. Address at which delivery is to be made:
.....
16. Amount of credit required: R terms: strictly 30 days
17. List sureties, cession and debtors, notarial bonds, judgements, liquidations
against the business or any of its principals:
.....
.....
18. Have moratoriums or offers of compromise ever been made to your creditors?
.....
19. Bankers: Branch:
Account No: Date opened:
20. Trade references (please supply four)

	NAME	ADDRESS	TEL.NO.
1			
2			
3			
4			

 Yes

 No

21. Financial information available:

22. Are principals prepared to sign surety?

 Yes No

23. VAT Number:

24. Standard Terms and Conditions of Sale

24.1 Payment terms are strictly 30 (thirty) days net from statement date unless otherwise specifically agreed in writing.

24.2 The customer hereby acknowledges that should any amount not be paid on due date, the full amount owing by him shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount, as at that date, not yet be due. The customer shall pay interest on all overdue amounts at a compounded rate of 2% per annum above the prime overdraft rate charged by APS's bankers. The customer further agrees that in the event of its default in any respect whatsoever, APS be entitled to place the customer on a "stop supply" without any notice, notwithstanding that the customer may have placed an order for the supply of goods prior to the stop supply date.

24.3 In the event of APS instructing its attorneys to collect any amounts, all legal fees and collection charges and tracing agents' fees as between attorney and client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally capital.

24.4 The customer hereby consents to the jurisdiction of the Magistrate's Court for all actions which may be instituted against one or all for the recovery of any amounts owing to APS.

24.5 In all cases where delivery is by carrier, the carrier shall be deemed to be the customer's agent and delivery to such carrier shall be deemed to be delivered to the customer.

24.6 APS shall be excused from the performance of any obligations to the extent that and for so long as such performance is rendered impossible through circumstances beyond the reasonable control of APS.

24.7 No amendment and/or alteration and/or variation and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by APS. No agreement, whether consensual or unilateral or bilateral, purporting to obligate APS to sign a written agreement to amend, alter, vary, delete, and/or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by APS. No warranties, representations or guarantees

have been made by APS or on its behalf which may induce the customer to sign this document.

24.8 For all purposes under this agreement including giving of any notice, the service of any process and for all other purposes arising from this agreement, the customer hereby chooses *domicilium citandi et executandi* at the physical address of the customer stipulated on the face hereof.

24.9 No relaxation or indulgence granted by APS to the customer shall be deemed to be a waiver of any of the rights of APS in terms of this agreement and such relaxation or indulgence shall not be deemed to be a notation of any of the terms and conditions of this agreement.

24.10 Acceptance of the customer's orders and all sales by APS are governed by the terms and conditions herein and any other written agreement, notwithstanding any receipt of or acknowledgement of the customer's official order form containing additional or conflicting representations.

24.11 APS liability arising out of the supply of defective product will be limited to replacement of the defective product at no cost to the customer. Under no circumstances will APS be liable for any indirect or consequential losses or damages of any nature whatsoever.

25. AECI Property Services (Pty) Ltd is hereby authorised to conduct a **CREDIT CHECK** and APS will not be responsible for any claims whatsoever arising out of this check.

I/we acknowledge having read the above terms and conditions, and without limiting the generality thereof, and agree to be bound by all such terms and conditions. I/we further agree to be bound by all additional specific terms and conditions included in any additional contract signed with APS.

Customer's signature: Full name:

Customer Accountant's
Signature: Date:

Initiator's signature: Date:

INFORMATION BELOW MUST BE COMPLETED BEFORE SUBMISSION

Name of Initiator:

Department:

Contact Number: