



Application for Credit Facilities

The following Documents needs to be attached with Credit Application

Copy Identity Document of all Signatories on Application
Copy Company / Ck Document
Copy Vat Registration Document

The original Credit Application must reach our offices before the account can be opened

Barnes Reinforcing Industries (Pty) Ltd

3 Prevett Road, Spartan ext. 1 P O Box 9273, Edenglen, 1613
Tel: 010 060 1574 (hereinafter referred to as "the Company")

Application for Credit Facilities

Applicant's Legal Name: _____

Applicant's Trading Name: _____

Registration Number of Applicant or ID Number if Sole Proprietor: _____

Applicant's Vat Registration No: _____

Postal Address: _____

Physical Address: _____

Telephone No: _____ Facsimile No: _____

Cell no: _____ E-Mail: _____

If the Applicant is a juristic person, does your asset value or annual turnover at date of signature hereof, exceed R1 000 000.00 Yes/No

If your answer to the above question is NO, please complete the following:

- Applicant's monthly turnover – R _____
- Other income per month – R _____
- Net income (after tax and deductions) - R _____
- Monthly expenses - R _____
- Surplus available - R _____
- Please give details of any relevant information that might affect the Company's decision to grant credit including but not limited to the following:

Is Applicant a company / close corporation / sole proprietorship (*delete which applicable*)

Personal details of Owner(s) / Director(s) / Member(s):

Name: _____ Name: _____

Physical Address: _____ Physical Address: _____

Tel: _____ Tel: _____

Applicant's Auditors: _____ Tel: _____

Applicant's Bankers: _____ A/C No. _____

Branch: _____ Tel: _____

Trade References:

1. _____ Tel: _____
2. _____ Tel: _____
3. _____ Tel: _____

Initial: _____

Estimated Value of Purchases: Monthly: R _____ Annually: R _____

Maximum Credit Required: R _____

Names & Capacity of persons authorized to order on behalf of Applicant: - including a sample of purchase order

1. _____ 2. _____

THE CONSUMER PROTECTION ACT 68 OF 2008 (“CPA”) (if applicable)

1. **THE RIGHT TO CHOOSE:**

1.1 The Applicant has the right prior to taking delivery of the goods to examine the goods for the purpose of quality and description.

2. **RIGHT TO EQUALITY IN THE CONSUMER MARKET**

2.1 The Applicant is satisfied that the Company did not unfairly discriminate against it on any grounds whatsoever, nor did the Company unfairly treated the Applicant in a manner that is different from the manner in which any other customer is treated.

3. **RIGHT TO FAIR AND HONEST DEALING**

3.1 The Applicant has had a proper opportunity to consider the implications of this agreement and entered into this agreement out of its own free will and without any undue influence by the Company.

4. **RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY**

4.1 If the goods are subject to a Manufacturer’s warranty, such warranty will run concurrently with any other statutory warranty applicable to the goods;

4.2 The Applicant has been informed that any applicable warranty will be void if the goods have been subjected to misuse or abuse;

5. **EXPRESS CONSENT**

5.1 The Applicant’s rights with regard to privacy and not to receive marketing material have been explained to it and the Applicant consents that:

5.1.1 the Company may contact the Applicant at reasonable times with future promotional material and/or information on products, accessories and related goods offered by them;

5.1.2 the Company may process the Applicant’s personal information and store such information on their database.

I / We the undersigned, warrant that the information given above is true and correct and acknowledge that credit is granted, if at all, on the basis of such information. I / We have the authority to act for the Applicant and to bind the Applicant hereto. I / We have read the “terms & conditions” on the reserve hereof which will be binding on the Applicant’s obligations and indebtedness to the Company.

Signed at _____ on this the _____ day of _____ 20_____

Name of authorized signatory and co - principal debtor

As Witness: 1. _____

2. _____

Signature

Please include copies of your vat clearance certificate, company registration and company letterhead.

Please read & sign Terms and conditions

Initial: _____

Terms & Conditions

1. Definitions:
 - a. "The purchaser" shall mean the party who has applied for credit in terms of this application.
 - b. "The company" shall mean Barnes Reinforcing Industries (Pty) Ltd with registration number 2007/017002/07.
 - c. "POPIA" means Protection of Personal Information Act, no 4 of 2013.
 - d. "Personal Information" means any information provided or supplied by either party to the other and/or stored on the company's equipment and/or premises on behalf of the purchaser, including the terms of this agreement, Purchaser Data, information that is an identifying number, symbol, contact details, physical address or similar assignment relating to the Purchaser or any identifiable, living or existing customer, client or third party, relating to the Company or the purchaser, that is subject to protection under law.
2. The granting, continuation and termination of the credit facilities, if any, shall be within the sole discretion of the company.
3. The Company or any of its duly appointed agents may perform a credit search on the purchaser's and/or signatory's and/or directors' credit record with one or more of the registered Credit Bureaus when assessing the application for credit; record the existence of the Purchaser's account with any Credit Bureau and record details of how the Purchaser is conducting its account under this agreement and that any defaults in payment to the Company may be disclosed to the any Credit Bureau and contact any person named herein to determine whether or not to grant the Purchaser credit facilities.
4. Unless otherwise agreed, payment in full without deductions in respect of goods sold shall be due and payable within 30 (Thirty) days of date of statement, any payments done by Cheque will be invoiced for the bank charges and will appear on your next statement.
5. In the event of the Purchaser defaulting in making payment of any amount that has become due and owing then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Purchaser.
6. A certificate signed by the secretary/manager or any director of the Company reflecting the amount owing by the Purchaser to the Company in respect of the credit facilities granted to the Purchaser in terms hereof shall be *prima facie* proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established and it shall rest with the Purchaser to prove that such amount is not owing and/or due and unpaid.
7. The company shall charge the purchaser interest at the rate of 2% (two per centum) per month subject to the maximum legal rate on all accounts outstanding in excess of 30 (Thirty) days from due date.
8. All quotations will lapse fifteen (15) days after the date appearing on the face of the quotation unless an order is placed and is accepted by the Company within that time period in response to the quotation. No sale may be cancelled or varied without the company's written consent and any goods have been made prior to variation or cancellation shall be charged to the purchaser and the replacement arising out of such variation and cancellation will also be for the purchases account.
9. The prices of any goods may be increased or decreased in the event of there being any variation in the cost of raw materials, costs of labor or transportation costs between the date of quotation and the date of delivery. All weights, measurements and specifications may be charged and the Company's determination thereof shall be final.
10. All goods and stock sold to the purchaser in terms of this application for credit facilities or on any other basis, shall remain the sole and absolute property of the Company until payment has been made in full and no other goods or purchases or stock may be returned to the Company for credit or refund without the prior written consent of the company.
11. The purchaser shall not be entitled to cancel any order for goods for any reason whatsoever after the Company has accepted and confirmed the order.
12. Delivery shall be deemed to have taken place against signature of the Company's delivery note, proof of posting if the goods are posted to the purchaser or proof of delivery to the South African Transport Services or any transport contractor. If the goods are railed or transported to the purchaser and the postal authorities and/or transporter shall be deemed for all purposes to be the appoint of the purchases.
13. Risk in the goods shall pass on delivery but ownership in the goods sold remains vested in the Company until the purchase prices shall have been paid in full. All such goods whether affixed to immovable property or to other goods shall be deemed to remain property and sever able without injury to such immovable property or other goods. The Company reserves the right to inform the end user or the owner of the premises in which any goods are installed or delivered of its claim to ownership and the purchaser agrees to cede to the Company

Initial: _____

- monies which are due to the purchaser from a third party as a result of the sale of the Company goods to the said third party should payment be made by the purchaser to the Company timorously.
14. Notwithstanding any dispute on regard to the fulfillment of any order, the purchaser shall not be entitled to reject goods tendered for delivery or work done or any portion thereof nor refuse, delay or withhold payment or any part thereof.
 15. Any claim of any alleged short delivery or delivery of incorrect goods shall be made in writing within 48 (forty-eight) hours of delivery, failing which the contents of the relevant delivery shall be deemed correct and all goods effected therein shall be deemed to have been delivered as ordered.
 16. Invoicing: All deformed reinforcing, smooth round and reinforcing bar and rod in coils @ actual mass based on individual coil production mass. All deformed reinforcing, smooth round and reinforcing bar in lengths @ theoretical mass, i.e. number of bars per bundle times mass as calculated from nominal mass and length per bar supplied.
 17. All goods returned for credit after the Company gives its prior written consent thereto shall be subject to 10% handling charges.
 18. The Company reserves the right to suspend deliveries, to cancel any undelivered portion of any order and to impose such other conditions as to security and terms of payment as it deems fit.
 19. The purchaser shall forthwith notify the company in writing of any changes of any of the information set out in the application for credit facilities.
 20. No representations or warranties shall be binding upon the Company unless made in writing. Any condition or warranty as to qualify or freedom from latent defect of the goods sold or fitness for any particular purpose or otherwise, whether arising under a statue of otherwise, is hereby excluded. The Company shall not be under any liability, whether in contract delict of otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or any work done in connection therewith.
 21. The Company undertakes to institute all necessary precautions to avoid or reduce delay and shall not be responsible for loss resulting from delays in delivery occasioned by strikes, lockouts, delays or carries or transporter, by reason of force majeure or other causes reasonably beyond the Company's control and no order may be cancelled by the purchaser for such reasons.
 22. In no circumstances shall the company be liable for consequential damages.
 23. No relaxation, or indulgence which the Company may grant to the purchaser shall constitute a waiver of its right to enforce strict compliance with these conditions
 24. If any dispute arises out of these conditions or between the Company and the purchaser, the Company shall at its option be entitled to institute proceedings in any magistrate court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The purchaser hereby consents to such jurisdiction of the Magistrates Court.
 25. The purchaser hereby appoints the address appearing under physical address of the application for credit facilities for all purposes in connection with or arising from this sale, and any notice sent to such address shall be deemed to have been received by the purchaser on the 7th (seventh) day after the posting thereof by pre-paid registered post.
 26. The purchaser shall pay any costs incurred by the Company as a result in any breach by the purchaser of these conditions or any failure by it to pay any amount on due date on the scale as between attorney and own client, whether or not action is instituted. Such costs shall include any collection commission, which the Company is required to pay its attorneys as well as any VAT, or other levies incurred as a result any action taken place by the Company.
 27. Notwithstanding the amount which may at any time be owing by the Purchaser to the Company, the parties do hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having jurisdiction for the determination of any action or proceeding otherwise beyond the jurisdiction of the said court which may be brought by the Company against the Purchaser arising out of any transaction between the parties, it being recorded that the Company shall be entitled but not obliged to bring any action or proceeding in the said Court and that all costs incurred in any action against the Purchaser in any competent court including costs on an attorney and own client scale collection commission will be paid by the Purchaser.
 28. No person other than a director or manager of the Company has any authority to contract on the Company's behalf on any terms or conditions other than those contained herein. No terms and conditions contained in any order or other document issued by the Company shall be valid and no variation of these conditions shall be binding upon the Company unless reduced by writing and signed by a director or manager of the Company.
 29. Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalided or unenforceable, that clause shall not affect the balance of these clauses, which shall remain of full force and effect.
 30. Personal information:

Initial: _____

- a. The Purchaser authorizes and consents to the Company collecting and processing its Personal Information, for the purposes specified in this Agreement.
- b. The Purchaser understands that the personal information given to the Company is to be used for the purposes of assessing credit worthiness and in order to perform in terms of these Terms and Conditions. The Purchaser confirms that the information given to the Company is accurate and complete. The Purchaser further agrees to update the information supplied as and when necessary, in order to ensure the accuracy of the above information failing which the Company will not be liable for inaccuracies.
- c. The Company will not use the Purchaser's personal information for any purpose (other than as stated above) without the Purchaser's express consent. The Company will not use or disclose the Purchaser's personal information to third parties without the Purchaser's consent, unless the use or disclosure is –
 - i. required to carry out the performance of these Terms and Conditions or any other agreement between the parties
 - ii. required in order to comply with applicable law, order of court or legal process; and/or
 - iii. disclosure is necessary to protect and defend the legitimate interests of the Company.
- d. If the Company collects or processes any Personal Information of the purchaser, it may do so for the duration of this agreement or until the personal information is no longer required by the Company.
- e. The Company retains personal information in accordance with the required retention periods in law or for legitimate business purposes. The Company may keep personal information indefinitely in a de-identified format for statistical purposes.
- f. The Purchaser agrees and understands that information given in confidence to the Company by a third party on the Purchaser will not be disclosed.
- g. In the event that the Purchaser requests the Company to destroy and/or delete any Personal Information held on its behalf and the storage or processing of the personal information is no longer required by the Company, subject to legal recording keeping requirements, the Company will destroy or delete the personal information held.
- h. The Company agrees to use its best efforts to:
 - i. maintain appropriate security measures to prevent the loss of damage to, or unauthorized destruction of Personal Information and unlawful access to or processing of Personal Information in accordance with best industry practice
 - ii. notify the Purchaser immediately if there are reasonable grounds to believe that Personal Information held by the Company has been accessed or acquired by an unauthorized person.

Signature

Date

Initial: _____

DEED OF SURETYSHIP

In favour of: Barnes Reinforcing Industries (PTY) Ltd
Registration number: 2007/017002/07

(Hereinafter referred to as “The Creditor”)

1. I/We the undersigned

Identify number: _____

and

Identity number: _____

and

Identity number: _____

do hereby bind my/ourselves, as surety/ies and co-principal debtor/s jointly and severally and in solidum with:

Registration number: _____

(Hereinafter referred to as “The Principal Debtor/s”)

unto and in favour of the Creditor or any of its associated, subsidiary, divisions and agent companies or its successors in title or assigns for the due and punctual payment of all amounts of whatsoever nature and/or for the performance of any obligation all of which may now or in the future become due, payable or owing by the Principal Debtor/s to the Creditor for any reason whatsoever.

2. The Creditor shall be at liberty, in its sole and absolute discretion, without my/our prior knowledge or consent, and without releasing me/us from my/our liability hereunder:

- i) to institute such proceedings or take such steps as it may deem fit against the Principal Debtor’s including the right to repossess any goods sold to the Debtors and to deal therewith or sell same in such manner, at such price and on such terms as the Creditor in its sole discretion may decide, in which even the selling price shall be deemed to be the true market value of the goods sold.
- ii) to compromise with or make other arrangements with the Principal Debtor/s and/or with any other sureties.
- iii) to grant any leniency, indulgence or extension of time to the principal Debtor/s or vary any agreement, undertaking and/or arrangement with the Principal Debtor/s in any other manner whatsoever.

Initial: _____

- iv) to enter into agreements of cancellation with the Principal Debtor/s in respect of any existing or future arrangement and/or to enter into new arrangements.
 - v) to cede, assign and/or transfer any of its right, title and interest in and any or all its claims against the Principal Debtor/s which are now in existence or may come into existence in its own discretion and on such cession my/our liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Principal Debtor/s with the cessionary arising from any cause whatsoever.
3. In any and all of the events described above, my/our liability shall be co-extensive with that of the Principal Debtor/s.
4. I/We hereby waive and renounce the exceptions and/or benefits of “excussion”, “division”, “cession of action”, “error calculi”, “non numeratae pecuniae”, “revision of accounts”, and “de doubus vel pluribusreis debendi” with the full force and effect of the meanings and renunciation whereof, I/we acknowledge ourselves to be acquainted.
5. It is agreed and declared that all admissions or acknowledgements of indebtedness by the Principal Debtor/s shall be binding on me/us.
6. This Deed of Suretyship shall not be cancelled save with the written consent of the Creditor.
7. No addition to variation or consensual cancellation of this Deed of Suretyship shall be of any force or effect unless in writing and signed by or on behalf of the parties.
8. In the event of insolvency, liquidation, assignment or compromise by the principal Debtor/s, the Creditor shall be entitled to prove against the Estate for the full amount of the indebtedness and/or to accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice of its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor/s.
9. I/We hereby agree and consent that the Creditor shall be entitled at its options, to Institute any legal proceedings which may arise out of or in connection herewith in any Magistrate’s Court having jurisdiction in respect of my/our person notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate’s Court and we undertake to pay all expenses and legal costs on an attorney and client scale arising out of the legal proceedings.
10. I/We acknowledge and agree that a certificate signed by the Financial Director/Credit Manager of the Creditor for the time being setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and shall constitute prima facie proof per se of the amount of my/our indebtedness to the Creditor.
11. The Creditor shall be at liberty, without discharging me/us from liability hereunder, to grant time or other indulgences to the Principal Debtor/s, and shall likewise be at liberty to give such terms to and make such conditions with the Principal Debtor/s and the Creditor shall think fit, and at all or any time or times, to alter, vary and revise the same or any part thereof, as the Creditor may consider advisable in its own interest, without reference to me/us, and the Creditor shall also be at liberty to take any security/ies which it may think fit from the Principal Debtor/s or any other surety/ies and in its discretion to realise and discharge or otherwise deal with any such security/ies or any part thereof.

Initial: _____

12. If this suretyship has been prepared in form for signature by more than one surety, then each surety who signs it acknowledges and records that, notwithstanding the fact that it provides for signature hereof by other sureties, there is a separate, distinct and independent contract of suretyship brought into existence by each surety who signs it. Accordingly, if for any reason any surety named herein shall fail to sign this deed of suretyship for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.
13. I/We do hereby choose *domicilium citandi et executandi* for all purposes arising here out at the address set out below.

DATED AT..... ON THIS DAY OF20...

AS WITNESSES Name and Sign:

AS SURETY/IES Name and Sign:

A. _____

A. _____

B. _____

B. _____

C. _____

C. _____

FULL PHYSICAL ADDRESS OF SURETY/IES

A. _____

B. _____

C. _____

Initial: _____

CESSION OF DEBTORS

Made and entered into by and between

("the Cedent")

and

Barnes Reinforcing Industries (PTY) Ltd
Registration number: 2007/017002/07
("the Cessionary")

WHEREAS:

- A The Cedent cedes to the Cessionary all the Cedent's right, title and interest in and to the Cedent's rights of action now or at any time hereafter arising out of the Cedent's book debts.
- b. The Parties desire to record the terms and conditions of the Agreement of cession which they have now reached concerning the matters herein before alluded to.

NOW THEREFORE THESE PRESENTS WITNESS:

1. The Cedent hereby cedes, assigns, transfer and makes unto and in favour of the Cessionary all the Cedent's right, title and interest in and to the Cedent's book debts.
2. a) The Cedent acknowledges that by its signature it hereby nominates, constitute and point the Cessionary irrevocably and in rem saum with power of substitution, as it's a attorney and agent: -
 - (i) to demand, sue for recover and receive all or any amounts that are now or may hereafter be due and owing to the Cedent in respect of book debts;
 - (ii) to enforce all or any other rights and remedies available to the Cedent under the book debts;
and generally, for effecting the purposes aforesaid to do all acts, matters or things that may be necessary or requisite as fully and effectually as the Cedent might or could have done if acting personally therein.
- b) The Cedent hereby undertakes and binds itself to sign and execute any further Cessions, Powers of Attorneys or other documents or writings when called upon by the Cessionary so to do for the purpose more fully to give effect to the Cession herein contained.
3. a) The Cedent shall on request advise the Cessionary of all matters or things relating to the book debts, the knowledge whereof may be useful to the Cessionary for the protection of its interest therein.
- b) The Cedent acknowledge and agrees that the giving of time or other indulgences or relaxation by the Cessionary shall not constitute a waiver of its rights to enforce adherence to the strict terms of this cession.
4. Notwithstanding anything to the contrary herein contained, it is specifically recorded that the Cession given by the Cedent to the Cessionary herein does not relieve the Cedent of any liability to the Cessionary which cannot be recovered by reason hereof.
5. The Cedent has not ceded to anyone else all or any of the amounts, which are now or will hereafter become owing to the Cedent by their Debtors. If, despite anything hereinbefore contained, there have been any prior cessions in whole or in part for the claims hereby ceded to the Cessionary, then this cession shall be deemed to be a cession of any reversionary right, title and interest n and to any of the claims which may have or which we may acquire after termination of any prior cession.
6. The Cessionary shall be entitled at all times to inspect and / or remove to any place the Cedent's books of account, invoices and delivery books and other records of whatsoever nature relating to the Cedents' or otherwise, and to extract them all such details and / or copies as the Cessionary may in its sole and absolute discretion require.

Initial: _____

7. *Domicilium citandi et executandi* (Cedent)

As per credit application form

8. No amendment, alteration, variation, deletion or consensual cancellation of this document shall be of any force and effect unless reduced in writing and signed by the Cessionary. No agreement purporting to obligate the Cessionary to sign a written agreement to amend, alter, vary, delete, add or cancel his document shall be of any force or effect unless reduce to writing and signed by the Cessionary.

THUS, DONE and SIGNED at on the day of 20.....

AS WITNESS:

1.
.....
Cedent

THUS, DONE and SIGNED at on theday of 20.....

AS WITNESS:

1.
.....
Cessionary

Initial: _____