



CNR KIRCHNER & MICHELSON RD, WESTWOOD, BOKSBURG

EMAIL: accounts@drde.co.za TEL: 011 450 1728

VAT NO: 4570272304 REG NO: 2015/441700/07

APPLICATION FOR CREDIT FACILITIES

Legal Entity (in full): _____

Trading Name: _____

Registration Number: _____

Associated Companies (if any) and/or Holding Company: _____

Nature of Business: _____

Date Established: _____

Private Company Public Company Close Corporation Partnership Sole Trader

VAT Number: _____

Postal Address: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Accounts Email Address: _____

Who are the Directors of the company/members of the corporation/partners/sole proprietor:

FULL NAMES	ID NUMBER	RESIDENTIAL ADDRESS	TELEPHONE NUMBER

Credit limit required: _____ Terms: _____

Trade Reference	Telephone Number	Contact Person



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Bank: _____ Branch: _____

Account Number: _____

Auditors Name and Address: _____

Contact: _____ Telephone Number: _____

Disclosure in terms of section 4 of the National Credit Act, No 34 OF 2005 ("THE ACT").

The Applicant's Annual turnover on the date of signing this application for credit:

Exceeds R1 million: YES NO

The Applicant's Asset Value on the date of signing this agreement:

Exceeds R1 million: YES NO

TERMS AND CONDITIONS OF AGREEMENT OF SALE

between DRD ENTERPRISES (PTY) LTD

Reg. No. 2015/441700/07

NAME: _____ Reg. No: _____ (Purchaser)

It is agreed that:

1. The price reflected on the Seller's invoice shall be paid by the Purchaser without any deduction in accordance with the terms of payment which the parties hereto might from time to time agree.
2. The Seller shall be entitled to charge interest, from time to time at the maximum rate permissible by law on all overdue amounts.
3. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. Notwithstanding delivery of the goods ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price has been made in full.
4. The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Purchaser's specifications, unless written notice is received by the Seller from the Purchaser in respect of delays in delivery, and/or defective goods within 7 days of receipt.
5. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, and/or failing to make payment of any amount on due date, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
 - 5.1 Retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed; and
 - 5.2 Demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser notwithstanding that payment in respect of any such goods might not yet be due or payable.



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6. The Seller shall be entitled, but not obliged to institute any proceedings against the Purchaser arising out of any sale in the Magistrates Court having jurisdiction. The Purchaser agrees to be liable to the Seller for all legal costs calculated on the attorney and own client scale plus collection commission.
7. The Purchaser and signatory/ies hereto nominate the Purchaser's business address as recorded on the reverse side hereof as the domiciliumcitandietexecutandi.
8. In the event of an order being given to the Seller on the Purchaser's official order form, the Purchaser shall be estopped from denying the validity of such order, notwithstanding the fact that such an order may have been given or signed by a person not authorised by the Purchaser.
9. The Purchaser shall not be entitled to set-off any amounts, which may be owing to the Purchaser by the Seller, against any amounts owing by the Purchaser to the Seller:
 - 9.1 The Seller shall, however, enjoy such rights of sett-off.
10. The extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be a waiver by the Seller of any of its rights under this agreement or novation of any of the terms and conditions of the agreement.
11. The credit facilities may be altered or withdrawn by the Seller at any time.
12. A signed delivery note shall constitute prima facia proof that the goods have been delivered to and received by the Purchaser; in good condition, whether signed by the Purchaser; an employee, an agent or representative of the Purchaser.
13. Should the Purchaser have previously entered into either oral and/or written agreements with the Seller, the Purchaser agrees that this agreement shall not constitute a novation thereof.
14. The Purchaser warrants that the information on application is true and correct and undertakes to notify the Seller in writing, of any change of details given including change of ownership, name or address. Such change shall in no way derogate from my/our liability to the Seller.

SIGNED AT: _____ ON THE _____ DAY OF _____ 20_____

Name in Full (1): _____ Position Capacity: _____

Signature: _____

Witness (1): _____ Witness (2): _____

Please ensure that all signatories have signed as well as witnesses, and that the under mentioned documents are attached to the credit application. No credit application will be processed if all relevant details are not complete and all documents have not been received.

- Copy of company registration certificate
- Notice of registration for Vat (VAT 103)
- Company letterhead
- Copies of directors/shareholders ID's
- Cancelled cheque or bank letter



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DEED OF SURETYSHIP AND CESSION

between DRD ENTERPRISES (PTY) LTD

Reg. No. 2015/441700/07

Name 1: _____ Id No: _____

Name 2: _____ Id No: _____

1. The party/ies who have appended their signature/s hereto on behalf of the Purchaser hereby bind himself/themselves as surety/ies and co-principal debtor/s in solidum unto and in favour of the Seller in respect of all the obligations of the Purchaser; whether past, present or future and furthermore hereby agree and undertake to be bound by the terms and conditions of this agreement mutatis mutandis, under renunciation of the benefits of excussion, division and cession of action.
2. The Purchaser hereby irrevocably and in rem suam cedes, pledges, assigns, transfers and makes over unto and in favour of the Seller, all its right, title, interest, claim and demand in and to all claims whatsoever nature and description and however arising which the Purchaser may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("Purchaser's debtors") without exception as continuing covering security for the due payment of every sum of money which may now or of any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which the Purchaser may be or become bound to perform in favour of the Seller, it being acknowledged that the cession is a cession in securitatum debiti and is not an out-and-out cession. Should it transpire that the purchaser entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession, shall operate as a cession of all the Purchaser's reversionary rights.
3. The purchaser warrants to the Seller that it has not either entered into a pledge of its moveable assets in favour of any party and/or executed a notarial bond over its moveable assets or any portion thereof in favour of any other party. Should, however, the Purchaser have previously executed a pledge or entered into a notarial bond as aforesaid, the Purchaser undertakes to disclose details thereof to the Seller within 3(three) days from the date of the execution of this document.

SIGNED AT: _____ ON THE _____ DAY OF _____ 20_____

As Surety and co-principal debtor and duly authorized on behalf of the Purchaser who acknowledges that this agreement/surety was complete in all respects.

Name in Full (1): _____ Position Capacity: _____

Signature: _____

Name in full (2): _____ Position Capacity: _____

Signature: _____

Witness (1): _____ Witness (2): _____