



**WELKOM BRANCH**  
Truck & Trailer Spares, Sales &  
Panelbeating  
3 Nourse Street, Reitzpark, Welkom, 9459  
Tel: 057 355 3251  
Fax: 057 396 3334  
A/H Cell: 082 558 5572  
GPS: S 27°58'34.7" • E 26°45'48.5"

**BLOEMFONTEIN BRANCH**  
Truck & Trailer Spares & Sales  
14A Lessing Avenue, Estoire, Bloemfontein,  
9323  
Tel: 051 433 4246  
Fax: 051 433 1176  
A/H Cell: 082 772 8969  
GPS: S 29°06'25.24" • E 26°15'54.873"

**JOHANNESBURG BRANCH**  
Truck & Trailer Spares  
189 High Road, Bredell AH, Kempton Park,  
1619  
Tel: 011 823 1849  
Fax: 011 823 1550  
A/H Cell: 060 996 3137  
GPS: S 26°5'24.684" • E 28°17'42.36"

[www.interdaf.co.za](http://www.interdaf.co.za)

## **ANNEXURE TO "APPLICATION FOR CREDIT FACILITIES" FORM**

Please be advised that, when filling out a Credit Application, the following details and documents ***MUST BE PROVIDED***:

1. All ***Sole Proprietors or Partnerships*** must provide the following:
  - Copy of Owner/s or Partner/s ID Documents
  - Copy of Municipal account (not older than 3 months)
  - Copy of VAT Registration Certificate (form VAT103) or, if not registered for VAT, then a letter on a letterhead confirming this
  - A cancelled bank cheque accompanied by a stamped bank confirmation letter (not older than 3 months)
  - A valid SARS Tax Clearance Certificate
  
2. All ***Companies PTY (LTD)*** must provide the following:
  - Copy of Company Director/s ID Documents
  - Copy of Municipal account (not older than 3 months)
  - Copy of VAT Registration Certificate (form VAT103) or, if not registered for VAT, then a letter on a letterhead confirming this
  - A cancelled bank cheque accompanied by a stamped bank confirmation letter (not older than 3 months)
  - A valid SARS Tax Clearance Certificate
  - The memorandum of corporation as well as company registration documents indicating the Company's director/s (CM1, CM22, CM29) (not older than 3 months)
  - A copy of letterhead indicating physical address
  - Resolution to sign credit application on behalf of Applicant if more than one director. Any person signing on behalf of the company should take note he binds himself/ herself irrevocably to all of the terms and conditions set out in this agreement.

3. All **Close Corporations (CC)** must provide the following:
- Copy of Member/s ID Documents
  - Copy of Municipal account (not older than 3 months)
  - Copy of VAT Registration Certificate (form VAT103) or, if not registered for VAT, then a letter on a letterhead confirming this
  - A cancelled bank cheque accompanied by a stamped bank confirmation letter (not older than 3 months)
  - A valid SARS Tax Clearance Certificate
  - The CK1 or CK2 form (not older than 3 months)
  - A copy of letterhead indicating physical address
  - Resolution to sign credit application on behalf of Applicant if more than one member. Any person signing on behalf of the Closed Corporation should take note he binds himself/ herself irrevocably to all of the terms and conditions set out in this agreement.
4. All **Trusts** must provide the following:
- Copy of Trustee/s ID Documents
  - Copy of VAT Registration Certificate (form VAT103) or, if not registered for VAT, then a letter on a letterhead confirming this
  - A cancelled bank cheque accompanied by a stamped bank confirmation letter (not older than 3 months)
  - A valid SARS Tax Clearance Certificate
  - A copy of letterhead indicating physical address
  - Trust Deed
  - Copy of Masters Letter of Authority
  - Resolution to sign credit application on behalf of Applicant if more than one trustee. Any person signing on behalf of the Trust should take note he binds himself/ herself irrevocably to all of the terms and conditions set out in this agreement.

*All copy documents requested, must be certified as true copies of the originals by a Commissioner of Oaths.*

**PLEASE NOTE:**

To avoid administrative delays, please ensure the following

1. That the Credit Application is completed and signed in full, including witnesses, and that all pages are initialed.
2. The **original** Application to be sent to **INTERDAF INT (PTY) LTD .**

# APPLICATION FOR CREDIT

## SECTION A- QUESTIONARE

We, \_\_\_\_\_ (hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **INTERDAF INT (PTY)LTD,** Registration Number 2001/025626/07 (referred to as "THE CREDITOR").  
In support of this application, the following information is furnished

1. Legal entity type (please tick)

Sole ownership	Partnership	Close Corporation	Private Co(PTY)	Public Co(LTD)	Trust
----------------	-------------	-------------------	-----------------	----------------	-------

2.1 Registered Name of "THE APPLICANT"

\_\_\_\_\_

2.2 Trading name

\_\_\_\_\_

2.3 Company Registration number (if registered)

\_\_\_\_\_

2.4 Company VAT number

\_\_\_\_\_

3.1 Postal Address \_\_\_\_\_  
Code \_\_\_\_\_

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 1 of the Terms and Conditions of Sale

\_\_\_\_\_

3.3 Delivery Address

\_\_\_\_\_

3.4 Registered Office Address

\_\_\_\_\_

3.5 Telephone Numbers Area Code (\_\_\_\_\_) \_\_\_\_\_

3.6 Telefax Number Area Code (\_\_\_\_\_) \_\_\_\_\_

3.7 Cellular Number \_\_\_\_\_

3.8 e-Mail address \_\_\_\_\_

3.9 Name, Address, and Contact number of landlord

\_\_\_\_\_

\_\_\_\_\_

3.10 Person responsible for account payment: \_\_\_\_\_

Please initial here \_\_\_\_\_

4.1 Date Business Commenced Trading

D	D
---	---

M	M
---	---

Y	Y	Y	Y
---	---	---	---

5.1 Bankers \_\_\_\_\_

5.2 Branch \_\_\_\_\_

5.3 Account Number \_\_\_\_\_

5.4 Branch Code \_\_\_\_\_

5.5 Type of account \_\_\_\_\_

5.5 Date account opened \_\_\_\_\_

5.6 If account has been open for less than 3 years, please state details of previous account \_\_\_\_\_

6.1 Holding Company name \_\_\_\_\_

6.2 Percentage share holding \_\_\_\_\_

6.3 Name of Auditors / Accounting Officer \_\_\_\_\_

6.3.1 Street address \_\_\_\_\_

6.3.2 Telephone Number Code ( \_\_\_\_\_ ) \_\_\_\_\_

6.4 Date of last audited financial statements \_\_\_\_\_  
(please attach hereto)

**7 Details of principals (Sole Owner / Partners /Members / Directors)**

Full Name	ID Number	Home Address	Home Phone

Please initial here \_\_\_\_\_

## 8 Trade References (STATE AT LEAST 5)

Company Name and Contact person	Telephone Number
	Area Code ( )
	Area Code ( )
	Area Code ( )
	Area Code ( )
	Area Code ( )

## 9 In terms of Section 4(1)(a)(i) of the National Credit Act and Section 5(2)(b) of the Consumer Protection Act please state:

## 9.1 THE APPLICANT'S Asset Value

< R1 million	R1 million - >R 3 million	>R 3 million
--------------	---------------------------	--------------

## 9.2 THE APPLICANT'S ANNUAL TURNOVER

< R1 million	R1 million - >R 3 million	>R 3 million
--------------	---------------------------	--------------

## 10 The following credit limit request is for assessment purposes only and does not form part of this contract:

10.1 Amount of credit required R\_\_\_\_\_

10.2 Estimated monthly purchases R\_\_\_\_\_

Please initial here \_\_\_\_\_

## 11 E-Mail Database Details

Title	Name	Email address	Cell Number	Type of E-Mail Required	
Contact				Price List	Account
MD				<input type="checkbox"/>	<input type="checkbox"/>
Accounting				<input type="checkbox"/>	<input type="checkbox"/>
Purchasing				<input type="checkbox"/>	<input type="checkbox"/>
Sales				<input type="checkbox"/>	<input type="checkbox"/>

---

## SECTION B – Terms and Conditions of Cession of Book Debts and Personal Suretyship Acceptance

THE APPLICANT or its duly authorized agent does hereby apply for credit facilities with INTERDAF INT (PTY) LTD and in consideration thereof THE APPLICANT does hereby irrevocably accept the following terms and conditions:

1. **CREDIT TERMS:** THE APPLICANT agrees that any amount reflected in the Tax invoice as issued by INTERDAF INT (PTY) LTD shall be due and payable unconditionally (a) Cash on Order, or (b) if THE APPLICANT is a credit Approved Applicant, within 30 days from the end of the month in which a Tax invoice has been issued by INTERDAF INT (PTY) LTD . Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made free of exchange and without deductions of any nature. Any credit facilities granted to THE

Please initial here \_\_\_\_\_

APPLICANT by INTERDAF INT (PTY) LTD is entirely at the discretion of INTERDAF INT (PTY) LTD , and may be withdrawn at any time.

2. **CHANGE OF ADDRESS:** THE APPLICANT undertakes to notify INTERDAF INT (PTY) LTD in writing WITHIN 7 (seven) days of any change of address.
3. **CHANGE OF OWNERSHIP:** THE APPLICANT undertakes to notify INTERDAF INT (PTY) LTD in writing, within 20 (twenty) days of any change in Ownership of THE APPLICANT's business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholdings is effected, failing which notice the entire balance owing, whether due or not , will immediately be deemed to be due and payable by THE APPLICANT. In addition to the foregoing , THE APPLICANT acknowledges the immediately upon any change of ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to INTERDAF INT (PTY) LTD .
4. **DOMICILIUM:** THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **CONSENT ON SHARING INFORMATION:** THE APPLICANT and any person who may sign the enclosed ACCEPTANCE OF SURETY clause contained further in this document specifically warrants that INTERDAF INT (PTY) LTD has consent to.
  - 5.1 Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANTS in terms of this agreement.
  - 5.2 INTERDAF INT (PTY) LTD may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT's of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
  - 5.3 If THE APPLICANT fails to meet his/her/its commitments to INTERDAF INT (PTY) LTD , INTERDAF INT (PTY) LTD may record THE APPLICANTS non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT
6. **PRICING INCREMENTS:** Prices quoted by INTERDAF INT (PTY) LTD are determined from time to time and are subject to increases, at the discretion of INTERDAF INT (PTY) LTD . INTERDAF INT (PTY) LTD shall be entitled to increase the cost of the goods to THE APPLICANT with prior written notice, before rendering goods to THE APPLICANT.

Please initial here \_\_\_\_\_

7. **VALID ORDERS:** In the event of any order being given to INTERDAF INT (PTY)LTD, an order form reflecting THE APPLICANT's name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorized by THE APPLICANT and such order will be deemed to constitute valid a valid order, It is further the sole responsibility of THE APPLICANT to determine that the goods rendered are suitable for the purpose of the intended use.
8. **DELIVERY**
- 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on INTERDAF INT (PTY) LTD official Delivery note/ Invoice/ Waybill, or the Delivery Note of any authorized independent carrier will constitute valid delivery of the goods.
- 8.2 Any delivery date stated on any order confirmation is approximate only. INTERDAF INT (PTY) LTD shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
- 8.3 Whilst INTERDAF INT (PTY) LTD will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such reasonable late deliveries. INTERDAF INT (PTY) LTD shall in any event not be liable to THE APPLICANT, or to any third party, for any loss or consequential loss or whatsoever nature as a result of goods not being delivered timeously.
- 8.4 the risk in and to the goods shall pass from INTERDAF INT (PTY) LTD to THE APPLICANT at the time of delivery. Delivery shall be deemed to have taken place against INTERDAF INT (PTY) LTD 's delivery note,
- 8.5 In the event of INTERDAF INT (PTY) LTD agreeing to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give INTERDAF INT (PTY) LTD sufficient information to enable it to process any order. THE APPLICANT will pay any cost and expenses at the nearest accessible point on site. INTERDAF INT (PTY) LTD shall not be held responsible for any damage to any goods delivered during the delivery process , where such damage is caused by a person or person other than those
9. **PAYMENT TO CREDITOR:** INTERDAF INT (PTY) LTD does not appoint the Post Office as its agent for payments by post. All payments shall be made to INTERDAF INT (PTY) LTD 's place of business from where the goods were ordered in the event of any payments being mislaid; lost in post or transferred to the incorrect banking account THE APPLICANT shall still be liable to INTERDAF INT (PTY) LTD for payment. Should INTERDAF INT (PTY) LTD at any time advise THE APPLICANT of any change to INTERDAF INT (PTY) LTD 's banking account details, the

**Please initial here \_\_\_\_\_**



shall confirm such change with a Manager of INTERDAF INT (PTY) LTD before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging INTERDAF INT (PTY) LTD to afford THE APPLICANT any such indulgence to effect payment after due date.

10. **OBJECTIONS TO STATEMENT:** If THE APPLICANT should fail to object to any item appearing on INTERDAF INT (PTY) LTD statement of account within fourteen days of date of the dispatched of the statements, the accounts shall be deemed to be in order.
11. **RESPONSIBILITY FOR LOSSES/DAMAGES OR DELAYS.** INTERDAF INT (PTY) LTD will not be in any way responsible for losses, damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organizations or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of INTERDAF INT (PTY) LTD .
12. **DEFAULTING IN PAYMENT:** In the event of THE APPLICANT defaulting in making 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 APPLICANT.
13. **INTEREST ON OVERDUE ACCOUNTS.** INTERDAF INT (PTY) LTD shall be entitled to charge THE APPLICANT interest at the rate of 2% per month from the moment the debt is overdue, provided however, that nothing contained herein shall be interpreted herein shall be interpreted as obliging INTERDAF INT (PTY)LTD to afford THE APPLICANT any such indulgence to effect payment after due date.
14. **PROOF OF CLAIMS:** A certificate signed by the Manager or any director of INTERDAF INT (PTY) LTD (whose position and signature shall not be necessary to prove) reflecting the amount owing by THE APPLICANT to INTERDAF INT (PTY)LTD, in respect of the facilities granted to THE APPLICANT relating to THE APPLICANT's dealings with INTERDAF INT (PTY) LTD , and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof of outstanding amount for the purpose of any action (whether by way of provincial sentence or otherwise) proof of dept on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

**Please initial here \_\_\_\_\_**

15. **CONSENT TO JURISDICTION:** Notwithstanding the amount which may at any time be owing by THE APPLICANT to INTERDAF INT (PTY) LTD , the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by INTERDAF INT (PTY) LTD against THE APPLICANT arising out of any transaction between the parties, it being recorded that INTERDAF INT (PTY) LTD shall be entitled, but not obliged, to bring any action or proceeding in the said court.

16. **RECOVERY OF LEGAL / COLLECTION COSTS:** Should INTERDAF INT (PTY) LTD instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of INTERDAF INT (PTY) LTD 's rights, INTERDAF INT (PTY) LTD shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

**17. CESSIONS OF BOOK DEBTS:**

17.1 THE APPLICANT does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favour of INTERDAF INT (PTY) LTD all of its rights, title, interest, claim and demand in and to all books debts of whatsoever nature and description and howsoever arising which THE APPLICANT may now or at any time hereafter have against all and any persons, companies, corporation, firms, partnerships, associations, syndicates and other legal personae whomsoever ("THE APPLICANT's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by THE APPLICANT to INTERDAF INT (PTY) LTD .

17.2 Should it transpire that THE APPLICANT at any time entered into prior deeds of cession it otherwise disposed of any of the right, title and interest in and to any of the debts which will from to time be subject to this cession then this cession shall operate as a cession of all THE APPLICANT's reversionary rights. Notwithstanding the terms of the foregoing cession, THE APPLICANT shall be entitled to institute action against any of its debtors provided that all sums of money which THE APPLICANT collects from its debtors shall be collected on INTERDAF INT (PTY) LTD's behalf and provided further that INTERDAF INT (PTY) LTD shall at any time be entitled to terminate THE APPLICANT's rights to collect such monies /debts.

**Please initial here \_\_\_\_\_**

- 17.3 THE APPLICANT shall be obliged to delivered all relevant information in documentary form or otherwise to INTERDAF INT (PTY) LTD upon demand to enable INTERDAF INT (PTY) LTD to claim monies owed to THE APPLICANT from third parties.
18. **NON-WAIVER OF RIGHTS:** Any condonation of any breach of any of the previous hereof or other act or relaxation, indulgence or grace on the part of INTERDAF INT (PTY) LTD shall not in any way operate as or be deemed to be a waiver by INTERDAF INT (PTY) LTD of any rights under this contract, or be construed as a novation thereof.
19. **SET-OFF:** It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between INTERDAF INT (PTY) LTD and THE APPLICANT come into existence and independently of the will of the parties and it shall not be necessary for either INTERDAF INT (PTY) LTD or THE APPLICANT to specifically raise set-off. Upon the operation of automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.
20. **DAMAGED GOODS**
- 20.1 Damaged goods must be returned at the time of delivery or if dispatched by means other than road, returned to INTERDAF INT (PTY) LTD. within 10 days of the receipt of the goods at the Applicant's premises. No claims will be considered thereafter. Receipt of the goods at the Applicant's premises in exchange for a clear signature clearly implies the Applicant's acceptance of the delivery in good order and condition and also as to the quality or nature of such goods
- 20.2 Goods damaged at the Applicant's premises subsequent to receipt of a clear signature will not be accepted for credit and are not to be returned to INTERDAF INT (PTY) LTD unless specifically arranged with and agreed to by INTERDAF INT (PTY) LTD.
- 20.3 In respect of any returns, the Applicant must supply the original invoice number of INTERDAF INT (PTY) LTD wherein the goods to be returned are stipulated. In addition, INTERDAF INT (PTY) LTD. and its suppliers will not be held responsible for any losses and/or claims for damages, real, consequential or otherwise, arising out of the use of its products either in the form in which sold or in any other forms what
- 20.4 If an order is cancelled/returned, a 15% handling fee will be levied to cover processing/handling fees.

Please initial here \_\_\_\_\_

**21. ACCEPTANCE OF SURETYSHIP:**

I the undersigned by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of INTERDAF INT (PTY) LTD for the due performance of any obligation of THE APPLICANT and for the payment to INTERDAF INT (PTY) LTD by THE APPLICANT of any amounts which may now or at any time be or become owing to INTERDAF INT (PTY) LTD by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be continuing covering guarantee/ surety which may only be cancelled in writing by INTERDAF INT (PTY) LTD and then only, in the event that sums owing by THE APPLICANT (whether due or not) to INTERDAF INT (PTY) LTD have been paid in full. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of legal exceptions:

- Excussion – the right require INTERDAF INT (PTY) LTD to first proceed against THE APPLICANT for payment of any debt owing to INTERDAF INT (PTY)LTD
- before proceeding against the surety;
- Cession of Action – the right to require INTERDAF INT (PTY) LTD to give cession of the action for payment of debts to the surety before any action against the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro-rata share of the principal debt;

**I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.**

**22. SEVERABILITY OF CLAUSES:** Each clause of these conditions is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/ clauses shall not affect the balance of these conditions , which shall remain of full force and effect.

**Please initial here \_\_\_\_\_**

23. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and any terms thereof whether express or implied here from and any variations, cancellations or additions to this contract shall not be any force or effect unless reduced to writing and signed by the parties or their duly authorized signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY/ SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respect and that they are entirely familiar with the terms and conditions contained herein.

**ACCEPTANCE OF TERMS AND CONDITIONS OF SALE,  
CESSION OF BOOKS DEBTS AND PERSONAL SURETYSHIP  
ACCEPTANCE:**

**THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein THE APPLICANT further warrants that he/she has read and understood the contents of clause 21.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ before the undersigned witnesses by THE APPLICANT or its duly authorized agent / signatory who hereby warrants that she/he is authorised to sign on behalf of THE APPLICANT by:

Full name	
Identity Number	
Designation	
Signature	
Witness 1 Full name	
Witness 1 Signature	
Witness 2 Full name	
Witness 2 Signature	