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PO Box 48862  
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VAT Reg. No. 4390131649



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www.bondstationers.co.za  
Reg. 2005/001080/07

BOND OFFICE AUTOMATION (PTY) LTD  
trading as BOND STATIONERS (hereinafter referred to as "BOND")

## Confidential Credit Application

### Business Details

#### Notes:

1. Please print in block letters, preferably using a black pen or ballpoint pen.
2. To avoid delays in the approval of credit facilities, please ensure that all information requested is supplied. No transaction shall take place unless all the information is supplied and both parties sign the Credit Agreement and ensure all pages are initialled.
3. Bond Stationers reserves the right to determine the credit limit for each customer based on the information supplied on this form.
4. All information supplied in this form shall be treated by Bond Stationers, its officers and staff, in the strictest of confidence.

Registered name of customer: \_\_\_\_\_  
Hereinafter referred to as "THE CUSTOMER"

Trading As: \_\_\_\_\_

Type of Business:  Sole Proprietor  Partnership  Close Corporation  Company (Pty) Ltd or Ltd

Nature of Business: \_\_\_\_\_

Company/CC Reg. no: \_\_\_\_\_ Registration date: \_\_\_\_\_

VAT Reg. No: \_\_\_\_\_ Commencement date: \_\_\_\_\_

Financial year end (month): \_\_\_\_\_

Name of holding company: \_\_\_\_\_

Registered office or business address: \_\_\_\_\_  
"The business address"

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Accounts Contact: \_\_\_\_\_

Financial Officer: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Bookkeeper/Auditor: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Premises owned or rented: \_\_\_\_\_ Landlord: \_\_\_\_\_

Postal address: \_\_\_\_\_ Tel: \_\_\_\_\_

### Bank Details:

Name of Account Holder: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_ Account No: \_\_\_\_\_

#### For office use only

ACCOUNT NO: \_\_\_\_\_

SALES REP: \_\_\_\_\_

BANK CODE: \_\_\_\_\_

CREDIT CHECK: \_\_\_\_\_

CREDIT LIMIT GRANTED \_\_\_\_\_

NOTES: \_\_\_\_\_  
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\_\_\_\_\_

INITIAL:

## Owners/partners/members/directors:

Name	ID No:	Residential Add:	Home Tel:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

## Trade references:

Company Name	Address	Tel no	Account no	Contact person
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

List all sureties, cessions of debtors, notarial bonds, judgements \_\_\_\_\_

List liquidations against the business or any of its principals. \_\_\_\_\_

Estimated monthly/annual purchases: R \_\_\_\_\_ Required Credit Limit R: \_\_\_\_\_

### Documents required:

The following documents accompany this evaluation form (tick appropriate box)

- Company/CC Certificate of Incorporation
  Statement of assets and liabilities
  Copy of ID documents  
 Current company/cc registered documents (founding statement; CM29 form; CK2 form)

### Documents which may be required:

- Most recent audited financial statements
  Latest management accounts  
 6 to 12 month forecasted budget
  3 month bank statements
  Other

I/We the undersigned, \_\_\_\_\_, (full name), in my capacity as \_\_\_\_\_  
 \_\_\_\_\_ of the customer, hereby warrant and certify that:

- The above information is true and correct.
- I am duly authorised to sign this Application Form and to make these warranties.
- I acknowledge that I have read and understood the terms and conditions of credit contained hereunder.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

On behalf of customer and **as co-principal debtor** \_\_\_\_\_

On behalf of BOND \_\_\_\_\_

Witness \_\_\_\_\_ Witness \_\_\_\_\_

Witness \_\_\_\_\_ Witness \_\_\_\_\_

Note that the signature to his Assessment Form does not automatically imply that credit facilities will be granted to the debtor. The debtor will be informed of credit facilities in writing.

INITIAL:

## Incorporating co-principal debtorship

- 1.1 The Customer agrees that (a) this contract represents the entire agreement between the Customer and Bond Stationers (herein after called Bond) and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Bond; (b) that this agreement will govern all future contractual relationships between the parties; (c) is applicable to all existing debts between the parties; (d) this contract is final and binding and is not subject to any suspensive or resolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supercede all previous conditions without prejudice to any securities or guarantees held by Bond and (g) these terms apply to all servants, agents and subcontractors of Bond.
- 1.2 This contract becomes final and binding on acceptance by Bond at its business address in Northcliff.
2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts these as binding.
3. The Customer warrants that the signatory herein has been duly authorised to contract on the Customer's behalf.
4. **CO-DEBTORSHIP: The signatory hereby binds himself/herself in his/her personal capacity as co-debtor jointly and severally with the customer for the full amount due to Bond and agrees that these standard conditions will apply mutatis mutandis to him/her.**
- 5.1 The Customer acknowledges that no representations were made by Bond in regard to the goods and services or any of its qualities leading up to this contract.
- 5.2 The Customer agrees that neither Bond nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
- 5.3 It is the sole responsibility of the Customer to determine that the goods and services ordered are suitable for the purposes of intended use, which Bond doesn't warrant.
- 5.4 The Customer agrees to pay all costs resulting from any acts or omission of the Customer, including but not limited to, suspension of work, modification of requirements, failure or delay in giving particulars requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.
- 6.1 All quotes will remain valid for a period of 7 days from the date of the quote.
- 6.2 All quotes are subject to the availability of the goods and services and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Bond before dispatch of goods and commencement of services.
- 6.3 The amount of the increase shall be certified by Bond's auditor and such certificate shall be final and binding on the Customer.
- 6.4 The Customer hereby confirms that the goods and services on the tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where delivery/performance has already taken place that the goods and services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
- 6.5 All orders or variations to orders, in writing, will be binding and subject to these standard conditions of agreement and may not be cancelled.
- 6.6 Bond shall be entitled in its sole discretion to split the delivery/performance of the goods and services ordered in the quantities and on the dates it decides.
- 6.7 Bond shall be entitled to invoice each delivery/performance actually made separately.
- 6.8 Any delivery note (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Bond shall be prima facie proof that delivery was made to the Customer.
- 6.9 The risk of damage to, destruction or theft of goods passes to the Customer on conclusion of the agreement of sale and the Customer undertakes to fully insure the goods until paid for.
- 6.10 Delivery, installation and performance times given are merely estimates and are not binding on Bond.
- 6.11 If Bond agrees to engage a third party to transport the goods, Bond is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Bond.
- 6.12 The Customer agrees to indemnify Bond against any claims that may arise from such agreement in 6.11 against Bond.
- 6.13 Repair times and repair cost given are merely estimates and are not binding on Bond.
- 6.14 Any item handed in for repair may be sold by Bond to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.
- 6.15 All goods taken on an evaluation, approval, demonstration or consignment basis by the Customer are deemed sold if not returned within 7 days of issue in condition as delivered, in the original packaging and with all accessories and manuals intact.
- 6.16 The Customer acknowledges all copyright in all material vests with Bond and undertakes not to infringe same.
- 6.17 Ownership in goods vests with Bond until paid for in full.
  - 7.1 New goods are guaranteed according to the manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantee.
  - 7.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of faulty goods and services or granting of a credit at the sole discretion of Bond.
  - 7.3 No claim under this contract will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given Bond 30 days written notice by prepaid registered post to rectify a defect or breach of contract.
  - 7.4 To be valid, guarantee claims must be supported by the original tax invoice.
  - 7.5 It is the duty of the customer to return any defective goods to the premises of Bond at the Customer's own cost, both inward and outbound and packed in the original packaging of the goods.
  - 7.6 All guarantees are immediately null and void should any equipment be tampered with or should the seals on equipment be broken by anyone other than Bond or should the goods be operated outside the manufacturer's specifications.
  - 7.7 Any item delivered to Bond will serve as a pledge in favour of Bond for present and past debts and Bond will be entitled to retain or realise such pledges as it deems expedient at the value as determined in 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts and any remaining balance will be paid to the Customer.
- 8.1 Under no circumstances will Bond be liable for any consequential damages or for any delictual liability of any nature whatsoever.
- 8.2 Under no circumstances will Bond be liable for any damage arising from any misuse or abuse of the goods.
9. Delivery of the goods to the Customer shall take place at the place of business of Bond.
10. The Customer agrees to pay the amount on the tax invoice at the offices of Bond (a) cash on order; or (b) if the Customer is a credit approved customer, within 30 days after a statement is issued by Bond.
- 11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be applicable or enforceable unless agreed to by Bond, reduced to writing and signed by the Customer and a duly authorised representative of Bond.
- 11.2 The Customer is not entitled to set off any amount due to the Customer by Bond against this debt.
- 11.3 Discounts (if any) will be forfeited if payment in full is not made on the due date.
- 11.4 If it is agreed that goods may be returned to Bond, Bond shall be entitled to charge the customer a handling fee of 10% of the price of such goods.
- 12.1 The Customer agrees that the amount due and payable to Bond may be determined and proven by a certificate issued and signed by Bond's auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on the grounds that such evidence is computer evidence.
- 13.1 The Customer agrees that interest shall be payable on any monies due to Bond at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due. In the case of late payment, interest shall be calculated from the date of order.
- 13.2 The Customer expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act 68 of 1969 as amended.
- 14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in Clause 10 above in the case of a Credit Approved Customer, Bond is (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right Bond may be entitled to in terms of this agreement or in law.
- 14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 10(b).
- 15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 15.2 The Customer irrevocably authorises Bond to enter its premises to repossess any goods delivered and indemnifies Bond completely against any damage whatsoever relating to the removal of repossessed goods.
- 16.1 All goods supplied by Bond remain the property of Bond until such goods have been fully paid for whether such goods are attached to other property or not.
- 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Bond.
- 16.3 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Bond.
- 17.1 The Customer shall be liable to Bond for all legal expenses on the attorney-and-own client scale incurred by Bond in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that Bond may demand.
- 17.2 The Customer shall pay an amount determined by a taxing master into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
- 17.3 The Customer agrees that Bond will not be required to furnish security in terms of Rule 62 of the Rules of the Magistrate's Courts or in terms of Rule 47 of the Law of the High Court.
18. The Customer agrees that no indulgence whatsoever by Bond will affect the terms of this agreement or any of the rights of Bond and such indulgence shall not constitute a waiver by Bond in respect of any of its rights herein. Under no circumstances will Bond be estopped from exercising any of its rights in terms of this contract.
19. Bond shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion, the parties hereby consenting to Magistrate's Court jurisdiction.
- 20.1 Any document will be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director's, member or owner's fax numbers or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier; or (v) within 24 hours of being telexed to the Customer's telex number.
- 20.2 The Customer chooses domicilium citandi et executandi the business address set out on the credit application.
- 20.3 The Customer undertakes to inform Bond in writing within 7 days of any change of Director, Member, Shareholder or Owner or address or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.
21. The Customer agrees to the standard rates of Bond for any goods or services rendered, which rates may be obtained on request.
22. The invalidity of any part of this contract will not affect the validity of any other part.
23. Any order is subject to cancellation by Bond due to force majeure from any cause beyond the control of Bond, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other labour disputes, fire, flood, drought or legislation.
24. This agreement, any order or maintenance agreement is subject to cancellation without notice if the Customer breaches any term of this contract or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The customer authorises Bond to conduct such investigations as to the customer's credit worthiness, including credit checks, as Bond may desire.

## IMPORTANT - YOUR PERSONAL CREDIT INFORMATION

For credit decisions, the prevention of fraud and money laundering, and risk management:

We may use credit bureaux to help us make decisions. What we (the subscriber) do and how both we and the credit bureaux use your information, is detailed below.

By confirming your agreement to proceed you are accepting that we may each use your information in this way.

### A) The use of your credit information by Bond Stationers:

1. When you apply to us to open an account, this company will:-
  - (a) Check our own records for information on:-
    - i If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
    - ii Your personal accounts, and if relevant, your spouse or partner's accounts or the accounts of any other person with whom you share income and mutually bear obligations; and
  - (b) Search credit bureaux for information on:-
    - i If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
    - ii Your personal accounts, and if relevant, the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations; and
  - (c) Check trade references:-
    - i If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
    - ii Your personal accounts, and if relevant the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations.
2. What we do with the information you supply to us as part of the application:-
  - (a) Information that is supplied to us may be sent to a credit bureaux.
3. In the processing of your application for credit we will obtain information from credit bureaux for the following purposes:-
  - (a) To assess your application for credit, and your level of indebtedness and debt repayment history as required by the NCA; and/or;
  - (b) assess risk; and/or
  - (c) Validate and verify the information which you provide to us including your identity and the identity of your spouse, partner or other directors/partners and/or;
  - (d) Undertake checks for the prevention and detection of fraud and/or money laundering; and/or
  - (e) We may use scoring methods to assess this application and to verify your identity;
  - (f) Any or all of these processes may be automated.
4. Account management:-
  - (a) Once you have an account with us we will supply information to a credit bureaux about how you conduct that account.
  - (b) If you borrow or make use of our payment terms and do not repay in full and on time, this information will be provided to credit bureaux, after we have given you 20 business days notice of our intention to send this information to the credit bureaux.
  - (c) We may make periodic searches of credit bureaux information to manage your account with us, and to take decisions regarding affordability and/or the risks involved in offering you payment terms.
  - (d) If you have borrowed from us or made use of our payment terms and do not make payments that you owe us, we will trace your whereabouts using credit bureaux information and recover payment.
  - (e) Supply trade references to credit bureaux.

### B) The use of your credit information by credit bureaux:

1. How your data will NOT be used by credit bureaux:-
  - (a) It will not be used to create a blacklist.
  - (b) It will not be used by the credit bureaux to make a decision.
2. Your data held by credit bureaux may be used for the following purposes according to the NCA:-
  - (a) to do an affordability assessment when you apply for credit;
  - (b) to do an assessment of your propensity to repay your debt, when you apply for credit;
  - (c) to do a general credit assessment which includes pre-screening for marketing purposes;
  - (d) an investigation into fraud, corruption or theft by the SAPS or other statutory enforcement agency;
  - (e) fraud detection and fraud prevention services;
  - (f) the assessment of the debtor's book of a person for providing insurance, the sale of a business; or any other transaction that is dependent on determining the value of the debtors book;
  - (g) setting a limit for the provision of a continuous service;
  - (h) assessing an application for insurance;
  - (i) verifying qualifications and employment;
  - (j) considering an application for employment in a position that requires trust and honesty and entails the handling of cash or finances;
  - (k) obtaining information for distributing unclaimed funds, including pension funds and insurance claims;
  - (l) tracing by a credit provider in respect of a credit agreement, with your consent;
  - (m) for developing credit scoring models;
  - (n) for statistical analysis and system testing and evaluations;
  - (o) additional uses of data - may vary from subscriber to subscriber.
3. Sharing your credit information with third parties:

In addition credit bureaux may report or release your credit and other information to third parties, for any of the purposes listed above provided for in the NCA, and to assist parties in risk management in general and in making decisions on credit.

214 Beyers Naudé Drive  
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Roosevelt Park 2129

# BOND STATIONERS

Tel: 011 888 4292  
Fax: 011 888 5580  
email: bondstat@mweb.co.za  
www.bondstationers.co.za

## Deed of Suretyship and Co-Principal Debtorship

I, the undersigned, \_\_\_\_\_

of (physical address) \_\_\_\_\_

hereby bind myself jointly and severally to:

**Bond Office Automation (PTY) LTD trading as Bond Stationers**  
(the **Creditor**)

as surety for and co-principal debtor *in solidum* with \_\_\_\_\_  
(the **Debtor**)

for the due and timeous discharge of all the **Debtor's** obligations to the **Creditor** arising from any agreement, existing or in the future, entered into between the **Creditor** and the **Debtor**.

I further agree that:

1. The granting of extensions of time, the release of any security, any variation of the principal debt, acceptance of a compromise or composition, or the granting of any form of indulgence whatsoever by the **Creditor**, shall not in any way prejudice the **Creditor's** rights to recover from me in terms of this Deed of Suretyship and Co-principal Debtorship.
2. All the **Creditor's** rights, without exception, applicable against the **Debtor** shall *mutatis mutandis* be equally applicable against me, I being deemed to be the **Debtor** thereunder, as if *ab initio* and at all times I had been liable as primary co-principal debtor with such **Debtor** in favour of the **Creditor**.
3. I hereby consent, in terms of Section 45(1) of the Magistrate's Court Act No. 32 of 1944 as amended, to the jurisdiction of the Magistrate's Court in respect of any proceedings which may be instituted against me arising herefrom, notwithstanding that the amount of the claim in dispute may, but for this consent, exceed the jurisdiction of such Court. The provisions of this consent constitute a right to, not an obligation on, the **Creditor** who shall not be precluded by reason thereof from instituting any proceedings against me in a Superior Court should the **Creditor** in the **Creditor's** sole and absolute discretion so desire as if I had not consented in terms hereof.
4. A Certificate by the **Creditor** (or the **Creditor's** attorney), shall *prima facie* determine and prove the balance of my indebtedness arising herefrom at any time and the fact of such indebtedness. It shall not be necessary to prove the appointment or authority of the person signing such Certificate on behalf of the **Creditor** should it not be signed by the **Creditor** personally. The Certificate shall be binding on me and shall be *prima facie* proof of the fact of my indebtedness, of the amount thereof and that same is due and payable at the date of signature of such Certificate, the production of which shall discharge any onus of proof which may rest on the **Creditor** to prove any fact certified therein. Such Certificate shall serve as a liquid document in any competent court for the purpose of obtaining provisional sentence or summary judgement against me thereon.
5. The stamp duty attracted by, and the costs (as between attorney and own client) incurred of and incidental to the preparation and execution of this document, shall be payable by me to the **Creditor** on demand.
6. The address appearing under my name above shall be my *domicilium citandi et executandi* for all purposes in respect of this deed of Suretyship and Co-principal Debtorship.
7. In the event of the **Creditor** instructing an attorney to take action (or any steps whatever) arising from this suretyship and co-principal debtorship, the costs and collection charges of such attorney shall be paid by me on the scale as between attorney and own client in accordance with Law Society recommended tariff and the time billing rates of the **Creditor's** attorneys as may be approved by the Law Society.
8. As collateral security, I hereby cede to the **Creditor**, any claims of whatever nature which I now or hereafter have against the **Debtor**.

Thus done and executed at \_\_\_\_\_ on the dates as evidenced by the signatures hereunder.

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

Witness: \_\_\_\_\_ Surety: \_\_\_\_\_

INITIAL:

