



CLAW BOOTS INTERNATIONAL (PTY) LTD.

Vat. No.: 4150203190

3 Forge Road, Spartan

Kempton Park

orders@clawboots.co.za

T - 011 975 9621

F - 086 428 1219

Co. Reg. No.: 2005004701/07

P.O Box 12693

Edleen, 1625

www.clawboots.co.za

Credit Application

Applicant (Tick Box)	Public Company	Private Company	Close Corporation	Partnership	Sole Proprietor
Full Registered Name of Business:					
Trading Name / Previous Trading Name:					
Company Registration Number:					
Date Business Commenced:					
Vat Registration Number:					
Nature of Business:					
Postal Address:					
				Code:	
Physical Address:					
(Chosen as Domiciliun Citandi RT Esecutandi Address)				Code:	
Tel No.:			Fax No:		
Email:			Cell No.:		
Email Address of Buyer:					
In the event of a price increase, who needs to be emailed:					
In the event of product news, who needs to be emailed:					
Name of Principal Bankers:					
Branch Name:					
Branch Code:			Account No.:		
Name of Auditors:			Tel. No. of Auditors:		
Name & Designation of Responsible Financial Official:					
Email Address of Financial Official:					
Premises (Tick Box)	Owned		Rented/ Leased	Name & Tel of Landlord:	
Future Monthly Potential:			Value of 1 st Order:	TERMS: 30 DAYS NET	
Transporter:			Transporter Account No & Tel:		
Trade References: (Please list safety related companies you have credit with)					
Company Name:	Tel:	Fax:	Credit Limit:	Acc. No.:	How Long?
1.					
2.					
3.					
4.					
Please state Holding & Subsidiary Companies:					

Applicant's annual turnover:	
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*****Kindly attach the following to the Credit Application:**

- A copy of your VAT registration certificate.
- A copy of your Company Registration form & Company Letterhead.
- A copy of ID's for all the Directors/ Owners of the business.
- Proof of banking details of the Applicant
- Letter of good standing with SARS
- Proof of Address of the applicant
- Kindly be advised that all pages must be signed.

*****Your application will only be finally approved upon receipt of your original application.***

TERMS AND CONDITIONS OF SALE

I, the undersigned in my capacity as shown adjacent to my signature acting on behalf of the Applicant to be bound by and on the following terms and conditions.

1. The Terms and conditions as set out below will strictly apply to all transactions between Claw Boots (PTY) Ltd ("the Company/the Seller") and the customer signing this agreement.
2. "Agreement" shall mean this credit application and any other agreement entered into in writing between the parties hereto.
3. Any reference made to the singular shall include the plural.
4. "Credit" shall have the meaning as stipulated in the definitions in the National Credit Act 34 of 2005, which refers to any deferral of payment of money, owed to the company.
5. "NCA" shall mean the National Credit Act 34 of 2005.
6. "Days" shall refer to calendar days.
7. "POPI" shall mean Protection of Personal Information Act 4 of 2013.
8. "Domicilium address" shall mean the address selected by the parties in this agreement, which shall serve as the elected address for delivery of all notices and pleadings.
9. Claw Boots International (Pty) Ltd may withdraw any credit facility at any time at its own discretion without having to furnish reasons therefore.
10. All invoices and statements rendered by Claw Boots International (PTY) Ltd are payable within 30 days of dispatch of the statement.
11. Claw Boots International (Pty) Ltd shall have the right to claim interest on the arrear amount (s), interest to be calculated at the current overdraft rate + 2% per month.
12. Claw Boots International (Pty) Ltd has the right to discontinue the account and summarily cancel the agreement if and when payments are in arrears. If this is exercised, the whole amount due shall immediately become payable on demand or Claw Boots International (Pty) Ltd has the right to uplift stock to the value of the amount in arrears. The value is at the date of purchase less 10% handling fee.
13. The Risk shall pass to the purchaser when goods leave Claw Boots International (Pty) Ltd premises i.e.
14. Goods are Ex Works.: ***-any goods exchanged or uplifted (at the sole discretion of the directors) will attract a 10% handling fee***
15. Stock items returned which have been correctly supplied in accordance with customers' orders will be subject to 10% handling charge. (However, non-stock items specifically ordered may not be returned). The Company reserves the right to refuse such returns. Goods returned must be with prior agreement, sent back within 1 week of (including the institutions and prosecution) to recover any amounts that may be outstanding from time to time, then I/we undertake to pay all costs between Attorneys Debt Collectors 'and Client including tracing charges and all tariff collection charges I/we are also responsible for all bank charges incurred from R.D Cheques or any payment stoppages.
22. In the event of the applicant being in breach of any term or condition in terms of this agreement, or in the event of the estate of the debtor being provisionally or finally sequestrated, liquidated or placed under judicial management, whether provisionally or finally, or placed under curatorship in the event of the death of a sole proprietor, sole member, or director of the debtor, then all outstanding amounts, irrespective of any terms afforded to the debtor, shall immediately become due and payable. In the event of it being necessary for the credit grantor to institute legal action against the debtor to recover any monies due to the credit grantor any payments made pursuant thereto in the recovery of such amount shall be appropriated firstly towards costs and disbursements and thereafter against interest and lastly towards the principal debt (capital).
23. In the event of Litigation I/we agree that action may be instigated in the magistrate's court.
24. The Credit Applicant acknowledges and agrees that the credit grantor can perform a credit search on the applicant's record with one or more of the registered Credit Bureaus when assessing the applicants for credit.
25. The Credit Applicant acknowledges and agrees that the Credit Grantor may use new information and data obtained from Credit Bureaus in respect of the Applicant's future Credit Applications and/or current Credit Terms
26. The Credit Applicant acknowledges and agrees that any information regarding his/ her/ their Account with the Credit Grantor may be disclosed to any other Creditor of the Applicant or to one or more Credit Bureaus.
27. The Applicant further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which Claw Boots International (Pty) Ltd will not be liable for any inaccuracies.
28. If the Debtor intends transferring its business, the goodwill or any goods or property forming part thereof (other than in the ordinary course of business or for securing payment of a debt), the Debtor shall advise Claw Boots International in writing thereof not less than thirty days before the effective date of such transfer.
29. Any latitude or allowance whatsoever which Claw Boots International (Pty) Ltd may grant to the debtor, particular with regard to the a foregoing, will not be construed to be a waiver

receipt and are received by us in the same condition as originally supplied in.

16. The signature of any employee or designated courier of the debtor on a Claw Boots International (Pty) Ltd invoice or delivery note, or the delivery note of authorised independent carrier, will constitute acceptance of goods purchased.
17. It is agreed that any promises of stock availability are made in good faith. Late stock availability, however caused, shall not give rise to any claim for damages or consequential loss from any cause whatsoever.
18. Unless expressly accepted by Claw Boots International (Pty) Ltd in writing, any deviation from, or contradictions of, the conditions, in your order form, must be deemed to be and will be treated as inapplicable.
19. It is agreed and acknowledged that any goods supplied in terms of an order placed with Claw Boots International (Pty) Ltd and found to be defective will not form the subject of any claim for damage or consequential loss from any cause whatsoever. Goods supplied in a defective condition will be exchanged provided that Claw Boots International (Pty) Ltd are notified within 48 hours of receipt of goods.
20. Goods supplied will remain the property of Claw Boots International (Pty) Ltd until such time as the goods have been paid for in full.
21. In the event of it becoming necessary to instruct Attorneys or Professional Debt Collectors to take steps

of any rights that Claw Boots International (Pty) Ltd might otherwise have against the debtor.

30. Each paragraph or clause contained within this agreement is severable, the one from the other and if any paragraph or clause is found by any competent Court to be defective or unenforceable for any reason whatsoever, the remaining paragraphs or clauses shall be of full force and effect and continue to be of full force and effect.
31. The Customer authorizes and consents to Claw Boots International (PTY) Ltd collecting and processing its Personal Information, for the purposes specified in this Agreement.
32. The Customer understands that the personal information given to Claw Boots International (PTY) Ltd is to be used for the purposes of assessing credit worthiness and in order to perform in terms of these Terms and Conditions. The Customer confirms that the information given to Claw Boots International (PTY) Ltd is accurate and complete. The Customer further agrees to update the information supplied as and when necessary, in order to ensure the accuracy of the above information failing which Claw Boots International (PTY) Ltd will not be liable for inaccuracies.
33. The Customer agrees that the information provided herein may be shared with third parties such as insurance companies and the like in order to perform regular credit assessments and credit profiles. The information will only be provided to legitimate third parties that have an interest in the information within the scope of the NCA and POPI.

Full Name, Identity Number & Home Address of Proprietor/ Partner/ Director/ Trustees

Name & Surname	ID Number	Residential Address	Phone Numbers

I/We, the undersigned in my/our capacity as _____ of the Applicant/s, do hereby certify that all the information herein is true in all respects that I/we am/are duly Authorised to sign this application and other documents on behalf of the applicant. I/we do hereby acknowledge and agree that my/our signature/s here bind myself/us surety and Co Principal Debtor in Solidum with the purchaser, for due, proper and punctual fulfilment of all and any obligations which the purchaser may have incurred.

Signed by THE APPLICANT or its duly authorised agent/signatory, and by me/us in my/our personal capacity/ies as surety/ies and

Co-principal debtor/s, who hereby warrants that such individual/s or entity/ies is/are authorised to sign on behalf of THE APPLICANT.

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 20__ before the undersigned witnesses.

_____ <i>Proprietor/Partner/Director/ Trustees</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Proprietor/Partner/Director/ Trustees</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Proprietor/Partner/Director/ Trustees</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Witness Name</i>	_____ <i>Signature</i>	_____ <i>Date</i>

SURETYSHIP AGREEMENT
In Respect of Claw Boots International (Pty) Ltd

I, _____, with ID number _____

and physical address _____ hereby

signs and acknowledge surety of the above agreement. The terms of the surety being:

1. The signatory by his signature hereto, binds himself/herself in favour of Claw Boots International (PTY) LTD, its successors-in-title and assign as surety for and co-principal debtor in solidum with the Applicant for the due and punctual performance by the Applicant of all its obligations to the seller in terms of this contract.
2. The surety shall remain in full force and effect notwithstanding –
 - 2.1 any amendment/s to this contract/ or any agreement for the time being subsisting between the parties;
 - 2.2 any indulgence, concession, leniency or extension of time which may be shown or given by Claw Boots International (PTY) LTD to the Applicant.
3. The signatory hereby renounces the benefits of the legal exceptions “non causa debiti”, “errore calculi”, “excussio de bouibus vel pluribus reis debendi”, “no value received” and “revision of accounts”, with the meaning and effect of all of which he/she declares himself/herself to be fully acquainted.
4. The signatory warrants, as a material warranty which the signatory relies on in entering into the agreement that he/she is duly authorised to represent and bind the Applicant to this agreement, and that he/she has read and understood each term and condition of this agreement and accepts them as binding on him/her and the Applicant. The Applicant hereby warrants that it regards the terms and conditions of this as binding upon it.
5. The signatory and the Applicant hereby warrant that the signatory to any tax invoice, delivery note, or other documentation of Claw Boots International (PTY) LTD made out in the name of, or to the Applicant is duly authorised to bind the Applicant in respect of the relevant transaction.
6. The signatory shall be bound by the provisions of this agreement as if he/she were the Applicant, mutatis mutandis particularly, but without limitation hereto.

Name _____ Designation _____

Place _____

Signature _____ Date _____

Witness 1 Name _____ Signature _____ Date _____

Witness 2 Name _____ Signature _____ Date _____