

CREDIT APPLICATION FORM

REGISTERED NAME OF CO/CC: _____

TRADING NAME: _____

SOLE OWNER	PARTNERSHIP	COMPANY	CC	CO-OP
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POSTAL ADDRESS: _____

 _____ CODE: _____

PHYSICAL ADDRESS: _____

 _____ CODE: _____

TELEPHONE NO: _____ FAX NO: _____

REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER: _____

E-MAIL: _____

ASSOCIATED COMPANIES: _____

DETAILS OF THE PROPRIETOR / DIRECTORS / MEMBERS:

FULL NAME	ADDRESS	ID NO	TELEPHONE NO

APPLICANT'S AUDITORS: _____

ACCOUNTANT: _____

BUYER: _____

BUSINESS PREMISES: OWNED: _____ RENTED: _____

LANDLORD TEL NO: _____

BANK: _____

BRANCH: _____

ACCOUNT NUMBER: _____

TRADE REFERENCES:

COMPANY NAME	TELEPHONE NO	CONTACT PERSON

CREDIT LIMIT REQUIRED R: _____

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The undersigned, for and on behalf of: _____
herein referred to as the "Applicant"

Agrees to the following terms and conditions in regard to the items purchased from either

**D&E Steel (Pty) Ltd; D&E Reinforcing (Pty) Ltd; D&E Steel Service Centre (Pty) Ltd; D&E Post Ten (Pty) Ltd;
D&E Building & Construction Supplies (Pty) Ltd; K2018419537 South Africa (Pty) Ltd**

1. Applicant shall make payment of interest at 2% above the prime overdraft rate as charged from time to time by ABSA Bank of SA Ltd.; from due date to actual date of payment.
2. As security for the due fulfillment of its obligations to the creditor, Applicant hereby cedes assigns and transfers in favor of the Creditor all its rights, title and interest in and to such goods and materials as may have been supplied by the Creditor to the Applicant until such time as the goods and materials have been paid for in full.
3. The Company shall be entitled, but not obliged, to institute any legal proceedings against the Applicant in any Magistrates court having jurisdiction over it, even though the cause of action is beyond the jurisdiction of that court.
4. In the event of the Company instructing its agents or attorneys to recover monies from the Applicant, the Applicant shall be liable for and pay all legal costs incurred by the Company on the attorney client scale, including collection commission.
5. In the event of a dispute between the parties, the Applicant agrees that these terms and conditions shall take precedence over the Applicants terms and conditions and shall be appropriately implemented.
6. Should the Applicant breach any of the provisions of this contract, or any other contract with the Company, or have any of its cheques returned unpaid by its bankers, then without any prejudice to any of the other rights of the Company against the Applicant, all amounts owing by the Applicant to the Company whether or not then due and payable shall immediately become due and payable in one sum on demand.
7. The Applicant appoints his address on the first page as his domicilium citandi et executandi for all purposes relating to this agreement.
8. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions shall effect or prejudice any of the subsequent rights of the Company, and no such matter shall be treated as any evidence of waiver of the Company rioghts there under, nor shall any waiver of a breach by Applicant of any one or more of these conditions operate as a waiver of subsequent breach thereof.
9. By signing this Application, the responsible person hereby confirms that he/she is informed of and agrees to the General Conditions of Sale of the company, as made available on the company website: www.degroup.co.za
10. All accounts are payable within 30 days except where otherwise agreed to in writing.
11. Signature of responsible official who warrants his/her authority to sign this document on behalf of the Applicant.

DATE: _____

AUTHORISED SIGNATURE: _____

PRINT NAME: _____

CAPACITY: _____

WITNESS: _____

PRINT NAME: _____

CAPACITY: _____

DEED OF SURETYSHIP

I the undersigned do hereby bind myself unto and in favor of D&E Steel (Pty) Ltd; D&E Reinforcing (Pty) Ltd; D&E Steel Service Centre (Pty) Ltd; D&E Post Ten (Pty) Ltd; D&E Building & Construction Supplies (Pty) Ltd; K2018419537 South Africa (Pty) Ltd (herein referred to as "the Creditor") as surety in solidum for and joint co-principal debtor with _____ (herein referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor for any cause of indebtedness howsoever arising. My liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in the future obtains additional suretyships, guarantees or securities whether real or personal, in respect of the beds of the Principal Debtor. This suretyship and undertaking shall be a continuing covering security for any present or future indebtedness of the Principal Debtor to the Creditor, and shall remain in full force and effect notwithstanding any fluctuation in or even temporary extinction of such indebtedness.

The Creditor shall be entitled without reference or notification to me and without affecting its rights hereunder, or releasing me here from -

1. to release other sureties, and/or securities
2. to grant the Principal Debtor extensions of time for payment
3. to compound or to make any other arrangements with the Principal Debtor for the discharge of the Principal Debtors indebtedness
4. to alter or vary any present or future agreement between the Principal Debtor and the Creditor
5. if the Principal Debtor shall be declared insolvent (provisionally or finally) to accept any dividend in respect of the Principal Debtor's indebtedness and also to any securities, guarantees or suretyship arising out of such insolvency, or
6. to accept any offer of compromise made by or on behalf of the Principal Debtor, whether then insolvent or otherwise.

I bind myself in the event of the estate of the Principal Debtor being declared insolvent, not to file any claim against the estate of the Principal Debtor in competition with the Creditor. In respect of all contracts concluded or to be concluded by the Principal Debtor with the Creditor I warrant that each such contract was or will be at the time of conclusion within the scope of the authority, powers and objects of the Principal Debtor, and that (where applicable) all resolutions of and signatures by Directors/Members or Representatives of the Principal Debtor, were or in the case fo future contracts, will be properly and with due authority passed and/or executed and/or made. If there shall in respect of any such contract be any breach of the terms of this warranty, then I assume the liability to the Creditor, which any such contract purported to impose upon the Principal Debtor. All admissions or acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor shall bind me. As security for the fulfillment of all obligations hereby undertaken in favor of the Creditor, I do hereby cede; assign, transfer and make over unto and in favor of the Creditor all right, title and interest in and to any amounts which are now, or which may hereafter become owing to me by the Principal Debtor from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing at the date hereof, the foregoing cession in favor of the Creditor of any right of action which I may now or at any future time have against the prior cessionary. For the purpose of any action against me a certificate by the director of the Creditor (whose appointment, qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the facts therein stated. I hereby renounce the benefits of the legal exceptions "excussio", "divisio", "de duobus vel pluribus reis debendi" and "no value received" with the full force, meaning and effect of all of which i declare myself to be fully acquainted. I hereby consent in terms of Section 45 of the Magistrate's Court Act, 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable hereunder or otherwise in the Magistrate's court for any district having jurisdiction in respect of my person by virtue of Section 28 of the aforesaid Act. Notwithstanding the afore going the Creditor shall be entitled in its discretion to take any such legal proceedings in any other court of competent jurisdiction.

SIGNED at _____	THIS _____	DAY OF _____
SIGNATURE: _____		WITNESS: _____
SIGNATURE: _____		WITNESS: _____
CAPACITY: _____		CAPACITY: _____

**CONSENT TO COLLECT, PROCESS AND DISCLOSURE OF PERSONAL INFORMATION
PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 (“POPIA”)**

I, the undersigned warrant that I am duly authorised to act on behalf of the Applicant, and hereby agree to the processing of the Applicant’s personal information (as defined in POPIA) for the purposes of applying for credit to Credit Guarantee Insurance Corporation of Africa Limited, the Responsible Party, with its registered address at A9 Wild Fig Business Park, 1494, Carberry Street, Honeydew Ext 19, 2170 as well as its authorised broker / representative. The Responsible Party and the authorised broker / representative is committed to protecting the Applicant’s privacy and recognises that it needs to comply with statutory requirements insofar as it is necessary to process the Applicant’s personal information. In terms of Section 18 of POPIA, the Responsible Party is obliged to inform of the following:

1. The type of information that the Company will collect and process, includes, any personal information provided in the Credit Facility Application Form, the Applicant’s account status from other known creditors and credit bureaus (including those suppliers provided as Trade References).
2. The nature/category of the information that the Responsible Party will process will relate to the creditworthiness of the Applicant.
3. The purpose of processing the information will be to consider and determine the creditworthiness of the Applicant.
4. The Responsible Party may, where applicable, transfer the information to a third-party country / organisation.
5. Failure to consent to the processing of such information may compromise the outcome of your Credit Facility Application.
6. The Applicant has the right to access and to amend any information processed by the Responsible Party at any reasonable time. The request to do so can be made via e-mail at barrydp@cgic.co.za.
7. The information will be stored by the Responsible Party for no longer than is necessary to achieve the purpose for which it is collected; unless further retention is required by law or contractual obligation, otherwise reasonably required by the Responsible party for lawful purposes relating to its functions and activities, or retained further with the Applicant’s consent, after which point the information will be deleted or de-identified.
8. The information will be stored in hard copy and/or electronic copy; and subject to security safeguards that are in accordance with the standards of POPIA to ensure the safety, integrity and confidentiality of the information.
9. The Applicant agrees that a copy of this document can be furnished to other creditors, credit bureaus and the suppliers provided by it as Trade Reference as proof that the Applicant has furnished its consent for the Responsible Party to collect such information and to process it in accordance herewith.
10. The Applicant has the right to direct any complaint regarding the processing of your information in violation of POPIA to the Information Regulation. The Applicant is urged to contact the Responsible Party before so that any concerns can be addressed accordingly.

Further to the above consent, I understand that the Applicant’s information is also protected in terms of section 50 of the Electronic Communications and Transactions Act No. 52 of 2002 (“the ECT Act”). In terms of section 51 of the ECT Act, I hereby provide my express written permission to the Responsible Party for the collection, collation, processing and/or disclosure of any of my personal information, without prejudice to other legal grounds upon which the Responsible Party is permitted or required to do so.

I, _____ ID No. _____ duly authorised to represent _____ (“The Applicant”) with Company Registration No. _____ hereby confirm that I have read and understood the Consent To Collect, Process And Disclosure Of Personal Information document and agree to the terms hereof.

SIGNED at _____ **THIS** _____ **DAY OF** _____
SIGNATURE: _____