

# eshanimafabrics

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## **TRADE APPLICATION AND GENERAL CONDITIONS OF SALE**

NAME OF APPLICANT: \_\_\_\_\_

REGISTERED OFFICE: \_\_\_\_\_

AUDITORS: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

DELIVERY ADDRESS

POSTAL ADDRESS


**EMAIL ADDRESS** \_\_\_\_\_

<i>Tick appropriate box</i>	YES	NO
Public Company		
Private Company		
Closed Corporation		
Partnership		
Sole Proprietor		

<i>Premises Tick appropriate box</i>							
Owned				Leased			
YES		NO		YES		NO	
Business Phone #							
Business Fax #							
Cellular Phone #							

Full Name, Home Address and Home Phone Numbers of Directors/Members/Proprietors	
1.	
Identity No.	
2.	
Identity No.	
3.	
Identity No.	

Period Business under present ownership	Years	Months
Bank Name	Branch	Account Number
	Branch Code	



**Deed of Suretyship**

Every natural person who signs this application on behalf on the APPLICANT ("the SURETY") by so signing binds himself in his personal and individual capacity as surety for, and as co-principal debtor jointly and severally with, the APPLICANT, in favour of the CREDITOR, for the full and punctual performance by the APPLICANT to the CREDITOR of all the APPLICANT'S obligations to the CREDITOR in terms of this agreement, including (without limitation) the payment of all monies that may be due by the APPLICANT to the CREDITOR, whether as damages or otherwise.

This suretyship is unlimited as to the amount thereof.

The SURETY appoints as his *domicilium citandi et executandi* for the purposes of receiving process commencing legal proceedings against him by the CREDITOR, including arbitration proceedings, the *domicilium citandi et executandi* of the APPLICANT, as contemplated in clause.

The SURETY appoints, as the notice addresses and fax number to which any notices, provided for in this agreement or which may otherwise be necessary or expedient as between the CREDITOR and the SURETY, shall be directed, the notice addresses and fax number of the APPLICANT, as contemplated in clause.

This suretyship shall remain in force as a continuing covering security, during the currency of this agreement, and until all the obligations of the APPLICANT to the CREDITOR have been discharged in full, notwithstanding that payments made by the APPLICANT to the CREDITOR should from time to time discharge the then outstanding balance(s) due by the APPLICANT to the CREDITOR. In the event that the CREDITOR should elect to cancel this agreement by reason of the breach thereof by the APPLICANT, or if this agreement should for any other reason howsoever terminate, this suretyship, and the provisions of this clause shall continue in force between the CREDITOR and the SURETY until such time as the APPLICANT'S obligations to the CREDITOR have been discharged in full.

No undertaking, agreement or representation howsoever, made or purported to be made on behalf of the CREDITOR, the effect of alleged effect of which is that the SURETY is released or discharged, whether wholly or in part, from his obligations in terms of this clause, shall be of force and effect unless contained in a written instrument, signed by the Financial Manger or a Director of the CREDITOR, which expressly records that the Surety is so released or discharged.

This Suretyship shall be in addition to any other suretyships or securities which the CREDITOR may hold or hereafter obtain for the performance of the APPLICANT'S obligations to it in terms of this agreement. The CREDITOR shall be entitled , in its sole and absolute discretion, exercised upon such grounds as it deems proper, to release, discharge, compromise or consensually vary such other suretyships, or securities, which shall not extinguish, limit, detract from or otherwise attenuate the CREDITOR'S rights as against the SURETY in terms of this clause---, it being expressly agreed that any such act by the CREDITOR shall not prejudice the SURETY.

In the event that more than one person should bind himself as surety, whether in this agreement or ina seperate instrument, for the full and punctual performance by the APPLICANT to the CREDITOR of all the APPLICANT'S obligations to the CREDITOR in terms of this agreement, every such person shall be deemed to have undertaken and entered into a distinct suretyship, severable and seperate from every other, and the mere fact that any other such suretyship should for any reason whatsoever prove to be unenforceable shall not extinguish, limit, detract from or othersie attenuate the CREDITOR'S rights as against the SURETY in terms of this clause, which rights shall remain fully enforceable.

Signature of Applicant\_\_\_\_\_

Date\_\_\_\_\_

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Trade References (Allied lines if possible)			
Name of Supplier	Present Terms	Phone #	Fax #

Amount of Credit Requested	ZA Rand	
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*Subject to approval*

Preferred Courier (If applicable): \_\_\_\_\_

### General Conditions of Sale and Terms

I/We hereby apply for credit facilities with STEINTEX cc t/a ESHANIMA FABRICS on the following conditions:

All deliveries made shall be covered by or subject to the General Conditions of Sales attached.

Terms: Cash Before Delivery (CBD) until credit application has been approved

7 days after date of invoice

30 days after date of Statement

The signatory hereby warrants that he/she is duly authorized to legally bind the applicant by his/her signature of this application.

Full Name of Signatory	
Identity Number	
Company Registration Number	

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### For Office Use Only

Representative Name/Area: \_\_\_\_\_

Terms Granted: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Approved by: \_\_\_\_\_

Remarks: \_\_\_\_\_

## **GENERAL CONDITIONS OF SALES AND TRADING**

1. The particulars specified on the Confirmation of Order as read with the terms and conditions hereinafter set shall constitute the entire contract of sale.
  2. No variation of, addition to or cancellation of any of the terms or conditions of such contract shall be of any force or effect unless reduced to writing and signed by the buyer and the seller.
  3. The seller shall not be bound by any delivery dated stated on the Confirmation of Order, but will make reasonable efforts to deliver the goods by that date, and time shall not be the essence of the contract.
  4. Notwithstanding that upon delivery the quantity or amount of the goods stated on the Confirmations of Order may exceed or fall short of the said quantity or amount by not more than ten per centum (10%) thereof, such delivery shall be deemed to be good and sufficient delivery in terms hereof.
  5. The seller shall not be liable to the buyer for any loss or damage arising out of delay or failure to deliver the goods for any reason whatsoever.
  6. If the delivery is, or is to be made, by part deliveries, then each delivery shall be deemed to constitute a separate and divisible contract.
  7. If the buyer is in breach of any of its obligations in respect of this agreement, or if for any other reason any amount is outstanding (whether due or not) by the buyer to the seller, the seller shall have the right to:
    - a. suspend further deliveries until such breach has been remedied by the buyer to the satisfaction of the seller or until payment has been made of any such amount, or
    - b. Cancel the contract in either event without prejudice to any other rights the seller may have.
  8. Should deliveries under this contract be delayed at the instance of the buyer, the seller has the right to cancel all or any part of the contract which remains undelivered after the delivery date stated on the Order Confirmations.
  9. The risk in the goods shall pass from the seller to the buyer at the time that the goods are removed from the seller's premises.
  10. All claims of whatsoever nature and howsoever arising by the buyer against the seller shall lapse and be void unless lodged in writing with the seller within fifteen days (15) of arrival of goods at destination, and in no case whatsoever shall the seller's liability for any breach or claim exceed the value of the goods.
  11. The buyer shall not withhold payment to the seller of any amounts due pending settlement of any claims or disputes under this contract.
  12. a. Until payment of the goods has been made in full, the ownership thereof shall not pass from the seller to the buyer and the seller shall have the right to recover possession thereof from the buyer without notice, and for such purpose may enter upon the buyer's premises.  
b. In the event that the goods in respect of which payment in full has not been made are used in the manufacture of any item, the seller shall have the right to recover the goods in such manufactured form and the seller shall further have the right to sell or otherwise dispose of such items in order to liquidate the liability of the buyer to the seller.
  13. Any amount not paid by the buyer on the due date shall, without prejudice to the seller's rights, bear interest at one and one half per centum (1 ½ %) per annum above the prime overdraft rate as charged by the seller's bank from the date the amount falls due until the date received by the seller, and a certificate from the seller's bank shall be conclusive proof of the said prime overdraft rate.
  14. In the event the terms of this contract conflict with the buyer's orders, forms of contract or correspondence the terms hereof shall prevail.
  15. No cancellations can be accepted on imported fabrics. Cancellations on local fabrics, if accepted, a handling fee of 25% (twenty five percent) of the selling price, including VAT, is immediately payable by you to us.
  16. Prices: Please confirm price when placing an order. Prices are subject to change without prior notice.
  17. All our goods are sold as they stand, voetstoots and without any warranty at all. The purchaser is irrevocably deemed to have checked the goods and to be satisfied with them in every way.
- ABSOLUTELY NO CLAIM WILL BE ENTERTAINED ONCE THE FABRIC HAS BEEN CUT OR MADE UP.**

**PLEASE INITIAL THIS PAGE \_\_\_\_\_**