

GROUP ACCOUNT APPLICATION

SECTION 1

APPLICANT. CUSTOMER INFORMATION.

Indicate with an X:

☐Public
Company☐Private
Company☐Partnership
Corporation☐Sole
Trader☐

Closed

☐

Trust

Name of Company / CC or Sole Trader: _____

Trading as: _____

Do you belong to a Buying Group?

If yes, which Group?

Yes ☐ No ☐

Nature of business: _____

Branch locations: _____

Reg. No.: _____ VAT No.: _____

Postal address: _____ Purchases will only be delivered to the delivery address given.

Delivery address: _____

Office Tel. No.: _____ E-Mail: _____

Name and address of Landlord: _____

Auditors / Accounting Officer:

Name: _____ Reg. No.: _____

Tel. No.: _____

Bankers: _____ Account No.: _____

Branch: _____ Branch No.: _____

Name in which bank account is opened: _____

Proprietor(s) / Partner(s) / Director(s) / Member(s) Please circle above where applicable and supply the following details for any of the proprietor(s), partners, directors(s) and/or members(s).

Name	Address	Telephone	ID No.
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Credit Limit Required: R _____ Value of first order: R _____ Are official orders used? Yes ☐ No ☐ Allow part Yes ☐ No ☐

Buyer: _____ Tel. No.: _____

Cell No.: _____ E-Mail: _____

Debtors/Creditors contact person: _____ Tel. No.: _____

E-Mail: _____ Where did you hear about us? _____

Would you like to register for our online store? Yes ☐ No ☐ Do you wish to receive Marketing/Promotional Material? Yes ☐ No ☐

Signed at: _____ this _____ day of _____ 20 _____

Name: _____ Signature: _____



Initial

ON SPEC ON TIME EVERY TIME

REFRIGERATION & AIR-CONDITIONING WHOLESALE

TERMS AND CONDITIONS OF SALE

GROUP ACCOUNT APPLICATION

1. Application

- 1.1 In these terms and conditions of sale, the term SUPPLIER refers to MACS Cool (Pty) Ltd and the term PURCHASER refers to the registered company name and credit applicant(s) as noted on pages 2 and 3 of this application.
- 1.2 These terms and conditions supersede all other conditions and are without prejudice to any securities and / or guarantee(s), which the SUPPLIER holds.
- 1.3 This contract constitutes the entire contract between the parties and no representation by any person or variation or consensual cancellations of or amendments to any of terms and conditions hereof, shall be valid or binding on the SUPPLIER unless reduced to writing and signed by an authorised representative.
- 1.4 To the extent that there is any conflict between these terms and a written agreement between the SUPPLIER and the PURCHASER in respect of a particular transaction, the terms of that agreement shall prevail.

2. Payment

- 2.1 The contract price shall be paid by the PURCHASER without any deduction or set off within the period stipulated on the face here of following the date of statement.
- 2.2 If more than one delivery is made, then each delivery will be invoiced and paid for separately but otherwise in accordance with 2.1.
- 2.3 The SUPPLIER shall be entitled to charge collection fee of 20% on overdue amounts. Should the PURCHASER default in paying its account, then the SUPPLIER shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the PURCHASER from whatsoever cause arising will immediately become due and payable, not with standing the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- 2.4 The PURCHASER agrees that in the event of any portion of an invoiced amount of such indebtedness according to the agreed terms of credit allowed to the PURCHASER, failing which any discount permitted in respect of the involved amount will be forfeited.
- 2.5 Until the purchase price of the goods has been paid, the PURCHASER shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance, whenever called upon to do by the SUPPLIER.
- 2.6 All accounts are due on the last day of each month.

3. Price

Unless another price has been quoted by the SUPPLIER (which will then apply), the price of the goods will be the SUPPLIER's current price ruling on the date of quotation to the PURCHASER. The SUPPLIER may vary any quoted price by adding thereto the increased cost to it resulting from any adverse fluctuation in the rate of exchange between the date of the quotation and the date of the quotation and the date of supply, or for any other reason whatsoever.

4. Delivery

- 4.1 Delivery shall be completed when goods are off loaded at their destination, if goods are to be transported by means of the SUPPLIER's vehicle, or when the goods are loaded to be transported by the PURCHASER or a carrier.
- 4.2 Should the SUPPLIER, at the PURCHASER's request, agree to engage a carrier to transport the goods on behalf of the PURCHASER, then:
 - 4.2.1 The SUPPLIER is authorised to engage a carrier on such terms and conditions as it deems fit;
 - 4.2.2 The PURCHASER shall indemnify the SUPPLIER against all demands and claims that may be made against it by the carrier so engaged and all liability that the SUPPLIER may incur to carrier arising out of the transportation of the goods.
- 4.3 The risk in the goods shall pass to the PURCHASER on delivery to the PURCHASER, its agent or carrier, referred to in 4.2 above.
- 4.4 If the PURCHASER fails to take delivery of the goods on due date, then risk shall immediately pass from the SUPPLIER to the PURCHASER and the PURCHASER shall refund the SUPPLIER, on demand, the reasonable costs, including storage and insurance costs of keeping the goods during the period of that delay.

- 4.5 The SUPPLIER shall be exempted from and shall not be liable under any circumstances for any complaints or claims for any alleged shortage or failure of the alleged goods to comply with terms of contract unless notice is received by the SUPPLIER in two days of delivery of the goods to the PURCHASER.
- 4.6 The signature of any employee or agents of the PURCHASER, which appears on the SUPPLIER's official delivery note or waybill or the delivery note of any authorised independent carrier, will be conclusive of delivery of goods purchased.
- 4.7 Not with standing any other provision in the contract to the contrary, the SUPPLIER's obligation to deliver the goods shall in all cases be subjected to the following conditions precedent. The timeous receipt by the SUPPLIER of any instructions to such goods.
 - 4.7.1 Availability of stock to the SUPPLIER.
 - 4.7.2 The timeous receipt by the SUPPLIER of any instructions to such goods.

5. Ownership and set off

Notwithstanding the delivery of any goods to the PURCHASER, ownership shall not pass until the SUPPLIER has received payment in full of all indebtedness of the PURCHASER to the SUPPLIER shall be entitled to recover possession of the goods and without notice and without the necessity to first cancel the contract of sale if payment of the amount owing to the SUPPLIER is not effected on due date.

6. Exclusions

- 6.1 The SUPPLIER's liability to the PURCHASER for any damages sustained by the PURCHASER from any cause whatsoever, including any damage arising out of the SUPPLIER's negligence or that of its servants or agents or subcontractors shall in any event and under all circumstances, be limited to the replacement of goods which are found to be defective as at the date of delivery thereof.
- 6.2 Except as provided for in 6.1 above the SUPPLIER shall under no circumstances whatsoever be liable for any loss, profit or damage, direct or indirect, consequential or otherwise, sustained by the PURCHASER, whether or not caused by any negligence of the SUPPLIER, its agents or employees.
- 6.3 The PURCHASER shall not have any claim of any nature whatsoever against the SUPPLIER for failure by the SUPPLIER to carry out its obligations under this contract as results of causes beyond the SUPPLIER's control.

7. Domicile

The PURCHASER nominates its business address as reflected on the credit application form as its domicile citandi et executandi for the service of notice and process whether in connection with any claim for any sum due to the SUPPLIER or otherwise.

8. Return of goods

If, in the exercise of its discretion, the SUPPLIER agrees at the request of the PURCHASER to accept the return of goods for credit, were correctly supplied by the SUPPLIER and are not faulty or subject to any claim, the SUPPLIER shall be entitled without the necessity of any further agreement, to claim from the PURCHASER a handling charge of 10% of the invoiced value of such goods.

9. Certificate

A certificate signed by any direct or of the SUPPLIER shall be prima facie proof of the amount due to the SUPPLIER and shall constitute sufficient proof of such indebtedness for the purpose of provisional sentence and/or summary judgement or for any other purpose whatsoever.

10. Recovery of legal/collection Costs

Should the CREDITOR instruct its attorneys or collection agent to collect any overdue amounts, or take any action against the APPLICANT in the implementation or protection of the CREDITORS rights, the CREDITOR shall be entitled to the recovery of all legal or collection cost arising there from, on the scale as between attorney, agent or collection agent and own client.



Initial

GROUP ACCOUNT APPLICATION

11. Consent to Processing Personal Information

- 11.1 The customer consents to his, her, their or its (as the case may be) processing of personal information provided herein, and acknowledges that the processing of information by the supplier includes the collection, storage, updating, use, making available and/or destruction thereof, so as (amongst others) to enable the supplier to:
- 11.1.1 consider the customer's application for credit facilities with it;
 - 11.1.2 conclude agreements with the customer in respect of goods;
 - 11.1.3 enforce and/or collect on any agreement, when the customer is in default or breach of this agreement provisions and/or to trace the whereabouts of the customer for purposes of such enforcement and/or collection;
 - 11.1.4 perform historical, statistical and/or research functions;
 - 11.1.5 do a full background check, do affordability assessments, credit assessments and/or credit scoring in respect of the customer, and;
 - 11.1.6 deliver correct documents and/or notices to the customer.
- 11.2 The customer and, if applicable, it's said representative/s and other parties acknowledge/s and confirm/s that the supplier may share his, her, their or its (as the case may be) personal information with the following "parties" (amongst others) whom have an obligation to keep the personal information secure and confidential:
- 11.2.1 attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this agreement;
 - 11.2.2 law enforcement and/or fraud prevention agencies;
 - 11.2.3 regulatory authorities, governmental departments, local and/or international tax authorities and/or other 'parties' that the supplier under law has to share the personal information with;
 - 11.2.4 persons/parties to whom the supplier cedes its rights and/or delegates its obligations in terms of this agreement and;
 - 11.2.5 contractors and/or employees of the supplier who are required to be informed of the personal information in order to enable the supplier to comply with any quotation to and/or agreement with the customer in respect of goods.

Surety / Co-Principal Debtor

I / we, the undersigned:

Full Names	ID No.
1. _____	_____
2. _____	_____
3. _____	_____

Agree to the terms arranged, accept company and personal liability as co-principal debtor(s), and as surety in respect of debts incurred by business with Macs Cool (Pty) Ltd. In addition, I / We understand that MACS Cool (Pty) Ltd reserves the right to charge collection fee of 20% set by Macs Cool (Pty) Ltd on any overdue amount and/or balance.

Signature of surety	Position / Capacity	ID No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

PLEASE ATTACH THE FOLLOWING DOCUMENTATION:

- | | | |
|------------------------------------|---|--|
| 1. Certificate of Registration | 4. VAT Certificate | 7. Identity Documents of: |
| 2. Credit limit required | 5. Required signatures | Proprietor(s) / Partner(s) / Director(s) / Member(s) |
| 3. Each page is initialled months) | 6. Bank Confirmation (Not older than 3) | |



Initial

GROUP ACCOUNT APPLICATION

INTERNAL USE ONLY

Internal Sales Person: _____ Tel. No.: _____

Products to be Purchased: _____

Type of Business: _____

Personal view on the Applicant: _____

Sales Code: Date: _____ Area: _____

_____ Discount Structure: _____

Sales Person's Signature:

FOR OFFICE USE ONLY

CREDIT APPLICATION CHECKLIST

If No please give a reason

Physical site visit & inspection: Yes ☐ No ☐ _____Credit application checked: Yes ☐ No ☐ _____Original documents checked: Yes ☐ No ☐ _____Customer buying requirements: Yes ☐ No ☐ _____
(Purchase orders, goods must be delivered for the first order)

CLASSIFICATION

☐1a
Industrial☐1b Large
Commercial☐2a
Commercial☐2b Light
Commercial
Mobile☐3a Domestic &
Catering,
AC: Mobile☐3b
Domestic☐

GR

☐

OR

☐

OPP

☐

Other

MATRIX GROUP

BRANCH

INTERNAL REP

EXTERNAL REP

TERRITORY

DELIVERY

☐

COLLECTION

☐_____
BRANCH MANAGER SIGNATURE_____
DATE_____
Initial

ON SPEC ON TIME EVERY TIME

REFRIGERATION & AIR-CONDITIONING WHOLESALE