



# Application Form - Trade Account

(Incorporating a deed of suretyship)

Dear Valued Client,

Thank you for your interest shown in conducting business with:

UTECHFOAM (PTY) LTD  
Reg. No: 2020 / 934064 / 07  
VAT No: 4480319310  
Tel. No: (010) 824 - 1328 / (010) 210 - 7888  
Website: [www.utechfoam.co.za](http://www.utechfoam.co.za)

Please complete the following form using BLACK ink pen only and return the ORIGINAL form back to us as soon as possible.

Please ensure that all applicable areas are completed in full and that all pages are initialed at the bottom right-hand corner. Please refer to the table below to confirm what sections need to be completed based on the legal form of the entity:

<b>Companies</b>	Sections: 1, 2, 3, 5, 6, 7, 8, 9, 11, 12,	<b>Close Corporations</b>	Sections: 1, 2, 3, 5, 6, 7, 8, 9, 12,
<b>Sole Proprietor</b>	Sections: 1, 2, 4, 5, 6, 7, 8, 9, 12	<b>Partnership</b>	Sections: 1, 2, 4, 5, 6, 7, 8, 9, 12

### Required documentation:

We require copies of the following documents to accompany the completed application form:

- VAT registration certificate.
- SARS Tax clearance certificate.
- Cancelled company letterhead with Company's physical address.
- Kindly attach a copy of utility accounts reflecting company address.
- Company registration forms i.e.: CK1 / CM1 Forms or Certificate of Registration.
- ALL Directors or Members identity documents (**Driver's license not acceptable**).
- Kindly attach copies of utility account/s reflecting director/s proof of address
- Stamped letter from client's bank confirming banking details.
- Annual financial statements, if required. (**Only if credit application is above > R 200,000**)

### Payment Terms:

**Payment terms are strictly 30 days from the date of the statement.**

We thank you for your co-operation with respect to the above and always assure you of our best attention. Please do not hesitate to contact our office should you have any queries or require further information.

## Section I Applicant

Please provide us with the correct information as requested below.

<b>Trading Name</b>	<input type="text"/>	
	<input type="text"/>	
<b>Postal Address</b>	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	<b>Postal Code</b> <input type="text"/>
<b>Physical Address</b>	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	<b>Postal Code</b> <input type="text"/>
<b>Company Email Address</b>	<input type="text"/>	
<b>Telephone Numbers (Landlines only)</b>	<input type="text"/>	
	<input type="text"/>	

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<b>Fax Number</b>	<input type="text"/>				
<b>Company Contact Person</b>	<input type="text"/>				
<b>Accounts Contact Person</b>	<input type="text"/>	<b>Accounts Email Address</b>	<input type="text"/>		
<b>Your statements will be delivered by</b>	<input type="text" value="email"/>				
<b>Legal Entity of Proprietor</b>	<input type="checkbox"/> Public Company	<input type="checkbox"/> Private Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Sole Proprietor

**Section 2 Directors / Partners / Owners / Members**

Please furnish all personal details of ALL Directors / Partners / Owners / Members of the legal entity. Should there be more than four, please attach an annexure to this form.

Full Name	ID Number	Residential Tel. No.	Cellphone No.
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Residential Address
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Full Name	ID Number	Residential Tel. No.	Cellphone No.
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Residential Address
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Full Name	ID Number	Residential Tel. No.	Cellphone No.
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Residential Address
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Full Name	ID Number	Residential Tel. No.	Cellphone No.
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Residential Address
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**Section 3 Companies (Public and Private) and Close Corporations**

Please provide us with the following Company details.

<b>Registered Name of Company</b>	<input type="text"/>
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<b>Registration Number</b>	<input type="text"/>
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<b>Date of Commencement of Business</b>	<input type="text"/>
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<b>Registered Office</b>	<input type="text"/>
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<b>Issued Share Capital</b>	<input type="text"/>
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<b>Has the Company ever made a compromise with its Creditors or been placed under judicial management?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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<b>If yes, please give details</b>	<input type="text"/>
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<b>Holding Company</b>	Name
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	Registration Number
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<b>Subsidiary Company</b>	Name
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	Registration Number
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<b>Auditors</b>	<input type="text"/>
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## Section 4 Individuals and Partnerships

Please provide us with the correct information as requested below.

Has the Business, Partnership or Individual ever made a compromise with its Creditors or been placed under judicial management?

Yes

No

If yes, please give details

Date the Business, Partnership commenced business

## Section 5 Trade References

Please supply us with 3 relevant trade references.

Name of Supplier

Address of Supplier

Landline Number

## Section 6 Trade Results

Please provide us with the correct information as requested below.

This Year Estimated

Last Year Actual

Gross Turnover

Net Income after Interest & Tax

## Section 7 Banking Information

Please provide us with the correct information as requested below.

Bankers

Branch Name

Branch Number

Account Name

Account Number

Do you own your own premises?

Yes

No

If no, name and telephone number of landlord

VAT Registration Number

Name of Persons Authorised to Purchase on Behalf of Applicant

Does your company use official Order Numbers?

Yes

No

If **No**, please note that we do not accept telephonic orders. All orders must come through electronic mail with a purchase order (PO).

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## Section 8 Credit

Please indicate the amount of Credit you are applying for:

Maximum credit amount applied for

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Please note that UTECHFOAM reserves the right in its discretion to increase or decrease the amount of credit provided to the Customer at any stage subsequent to the conclusion of the Trade Account.

## Section 9 Terms and conditions of credit facility

Please ensure that you read and understand the following “Terms and conditions of credit facility” between UTECHFOAM and the Applicant:

### TERMS AND CONDITIONS OF CREDIT FACILITIES:

#### DEFINITIONS:

1. “Act” means the National Credit Act No.34 of 2005, as amended, replaced or re-enacted from time to time.
2. “Agreement” means the Agreement set out in this document namely the Credit Application form read together with these terms and conditions and any annexures and appendices hereto.
3. “The Credit Application Form” means the Credit Grantor’s Credit Application Form to which these Terms and Conditions are annexed and marked as Part A hereto which has been duly completed by the Credit Receiver.
4. “The Credit Grantor” means UTECHFOAM (Pty) Ltd.
5. “The Credit Receiver” means the entity to which credit has been granted.

#### CONDITIONS OF CREDIT:

6. The Credit Receiver agrees that all overdue amounts shall bear compound interest at the maximum rate prescribed from time to time under the Act.
7. The Credit Receiver agrees that if the Credit Grantor is obliged to institute legal proceedings in terms of this agreement, all costs and disbursements incurred by the Credit Grantor, including legal costs on an attorney and client basis, in collecting arrears accounts from such credit receiver shall be for the account of the Credit Receiver.
8. The Credit Receiver undertakes to notify the Credit Grantor immediately of any change of address, cessation of business, or change in ownership or shareholding of the business.
9. The Credit Receiver acknowledges that, notwithstanding any sale of his business interests, he shall remain liable in full for the settlement of the debt to the Credit Grantor and he undertakes to inform the Credit Grantor within seven days and by registered mail of any such change.
10. All amounts owed by the Credit Receiver to the Credit Grantor shall be immediately claimable and payable should it be revealed that the Credit Receiver has made any material misrepresentations in his credit application; or the Credit Receiver’s credit worthiness before the date of payment of any of his accounts with the Credit Grantor has deteriorated to such an extent that the risk incurred in the collection of the debt has become unacceptably higher than when the credit was initially extended; or if the Credit Receiver dies during the duration of this agreement, or allows 7 days to lapse after any judgment against him, without payment, or neglects to promptly pay any amount, in terms of this agreement, or neglects to fulfill any other conditions or provisions of this agreement, or initiates any insolvency action, cedes or sequestrates his estate, or when a credit grantor or any other legal person, is liquidated or placed under judicial management, whether provisionally or finally, or commits any other act which may prejudice the rights of the Credit Grantor, or if the Credit Grantor is reasonably convinced that the Credit Receiver will not discharge his obligations, or will not be capable of discharging them.

#### COSTS AND CHARGES:

11. The Credit Receiver shall always be liable for all incidental costs arising from the Agreement, including stamp duties, for any form of security that the Credit Grantor may demand.

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12. All payments made by Credit Receiver to the Credit Grantor will be credited to the Credit Receivers account in the following order: necessary legal costs incurred, if any, interest and thereafter the outstanding portion of the principal debt due for payment which has been outstanding for the longest period of time.
13. Any extension for payment of the outstanding amount that the Credit Grantor may grant, shall in no way prejudice the Credit Grantor's right under these conditions and shall not constitute an amendment or novation of the original credit agreement.
  - a. The Credit Receiver agrees to periodically supply, when requested by the Credit Grantor, any information including but not limited to the re-submission of the Credit Application Form. The Credit grantor will notify the debtor in writing of the outcome of the application.

#### OWNERSHIP AND RISK:

- b. Ownership of any goods delivered by the Credit Grantor to the Credit Receiver shall remain vested in the Credit Grantor until the amount due has been paid in full.
- c. The Credit Receiver shall fully insure the goods purchased against loss or damage until the full purchase price has been paid. Pending payment for the goods, all benefits in terms of the insurance policy relating to such goods shall be ceded to the Credit Grantor; the Credit Receiver hereby ceding such benefits and the Credit Grantor hereby accepting such cession.

#### BREACH:

1. Should the Credit Receiver fail to pay any amount due to the Credit Grantor in full on due date and/or commit a breach of any of these terms and conditions and remain in default for 7 (Seven) days after dispatch of written notice to the Credit Receiver calling upon it to make such payment or remedy such default, then the Credit Grantor shall have the right, without prejudice to its other rights in the Agreement or in law; to
  - 1.1 terminate the agreement and claim immediate payment of all amounts owing by the Credit Receiver to the Credit Grantor.
  - 1.2 take possession of any goods in respect of which ownership has not passed; and/or
  - 1.3 retain any payments received from the Credit Receiver as an estimate of pre-liquidated damages for breach of agreement and/or.
  - 1.4 to recover from the Credit Receiver, either during the currency of the Agreement or after its termination, all expenses and legal fees incurred by the credit grantor in the collection of all monies payable under the Agreement or in enforcing proper performance of the terms hereof, including attorney and own client fees and collection commission.

#### JURISDICTION:

2. For the purposes of all proceedings herein, the Credit Receiver consents to the jurisdiction of the Magistrates' Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act 32 of 1944, as amended, notwithstanding that such proceedings are otherwise beyond the jurisdiction. This clause shall be deemed to constitute the required consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrates Court Act 32 of 1944, as amended.
3. Notwithstanding the provisions of clause 18 above, the Credit Grantor shall have the right at its sole option and discretion to institute proceedings in any other competent Court which may otherwise have Jurisdiction.

#### LEGAL PROCEEDINGS:

4. A certificate issued and signed by any director or manager of the Credit Grantor, whose authority need not be proved in respect of any indebtedness of the Credit Receiver to the Credit Grantor; or in respect of any other fact including (but not limited to) the fact that such goods were sold and delivered, shall be *prima facie* evidence of the credit receiver's indebtedness to the credit grantor and/or such other fact and/or delivery of the goods and/or rendering of services.
5. The Credit Receiver chooses as it's *domicilium citandi et executandi* for all purposes of this Agreement including the giving of any notice and/or the service of any process at the address and fax number as reflected in the Credit Application Form.

Unless the Credit Receiver objects to the correctness of any entry on any statement, delivery note and/or invoice within 7 (Seven) days of the date of dispatch of such statement, delivery note or invoice; the Credit Receiver shall be deemed to have accepted that such entries are correct and that it does not dispute such

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6. entries.
7. It shall not be necessary for the Credit Grantor to prove receipt by the Credit Receiver of any delivery note, invoice and/or statement.

**CREDIT RECEIVERS, WARRANTIES AND UNDERTAKINGS:**

8. The Credit Receiver gives the Credit Grantor the following warranties, representation and undertakings, each of which is deemed to be material:
  - 8.1 the Credit Receiver will pay timeously all amounts owing to it to the Credit Grantor; and
  - 8.2 in the case of a Close Corporation, Credit grantor or Trust, the members, shareholders or trustees, as the case may be, have passed the required resolution authorising the designated signatory to conclude an agreement with the Credit Grantor in respect of the grant of Credit by the credit Grantor to the Credit Receiver and a copy thereof can be obtained by the Credit Grantor should it so request.

**CREDIT FACILITIES:**

- A) The Credit Grantor shall be entitled, at its sole discretion, to withdraw any credit facilities granted to the Credit Receiver at any time and without prior notice to the Credit Receiver.
- B) The nature and extent of any credit facilities granted to the Credit Receiver by the Credit Grantor shall be in the Credit Grantor's sole discretion, and the Credit Grantor reserves the right to increase or decrease the credit limit granted.
- C) The credit limit granted to the Credit Receiver shall not be deemed to be the limit of a credit receiver's indebtedness to the credit grantor

**CREDIT INFORMATION:**

1. The credit receiver agrees that the information provided by it to the credit grantor may be utilised by the credit grantor to conduct a credit assessment or affordability assessment in respect of the credit receiver.
2. The credit grantor has the credit receiver's consent to request and to obtain from any third party including, without limitation, any registered credit bureau, or any credit provider, information relevant to the conduct of a credit assessment or affordability assessment in respect of the credit receiver or to the tracing of the credit receiver.
3. The credit grantor has the credit receiver's consent to furnish consumer credit information concerning the credit receiver, to any third party including, without limitation, any credit bureau or credit provider.

**GENERAL:**

4. The Credit Receiver undertakes to notify the Credit Grantor immediately of any change of address, cession of business or change in ownership or shareholding of the business.
5. No modification, amendment or consensual cancellation of these terms and conditions shall be valid, unless reduced to writing and signed by duly authorized representatives of both parties.
6. Any forbearance or indulgence by the credit grantor in enforcing any of these terms or conditions shall not prejudice or restrict the credit grantor's rights or powers in terms hereof and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach or a novation of the credit grantor's right in terms hereof.
7. The laws of the Republic of South Africa shall apply in respect of the conditions of credit contained herein. The parties agree that if any provision of the agreement is in conflict with any law, such provision shall be regarded as pro non scrip to and of no force and effect and shall be deemed to be separate and severable from the agreement without in any way affecting the validity of the remaining provisions of the agreement.

(i) **FURTHER TERMS OF THE CREDIT GRANTORS TERMS AND CONDITIONS OF TRADE SHALL APPLY HERETO *MUTATIS MUTANDIS***

Name: \_\_\_\_\_

Capacity: \_\_

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

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

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

Signature: \_\_

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**Section 10 For Office Use Only**

**Trade Reference Checks**

<b>Name</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Terms</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Credit Limit</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Average Purchases per Month</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Status</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Any RD Cheques?</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Bankers Check</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Credit Limit</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Checked By**

<b>Name</b>	<input type="text"/>	<b>Signature</b>	<input type="text"/>
<b>Date</b>	<input type="text"/>	<b>Credit Limit Applied for</b>	<input type="text" value="R"/>

**Recommendation**

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<b>Approved</b>	<input type="text" value="Yes"/>	<input type="text" value="No"/>
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**Authorised By**

<b>Branch Manager</b>	<b>Regional Manager / Director</b>	<b>Financial Director</b>
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>

**Section 11 Consent**

Please ensure that you read and understand the following Consent between UTECHFOAM and the Applicant. If there is more than 4 directors to sign the consent form, please add an addendum with additional directors' consent to accompany this form.

I \_\_\_\_\_(Name) with ID number \_\_\_\_\_, the duly authorised representative of \_\_\_\_\_("Company") with registration number \_\_\_\_\_ agree that UTECHFOAM may make inquiries to confirm any information provided by the Company and that UTECHFOAM may verify the information and obtain additional information from Experian, a registered credit bureau, when assessing the information provided herein. I authorise UTECHFOAM to conduct a credit report on the company and to continuously access the Company credit report for as long as the Company is a client of UTECHFOAM, and warrant that all the directors and/or members have consented to the Company instructing UTECHFOAM to conduct the credit enquiry on the Company and that the Director and/or Members acknowledges that the enquiry will include an inquiry into the Director and/or Member's credit profiles for as long as the Company is a client of UTECHFOAM. I further warrant that the Directors and/or members authorise UTECHFOAM to obtain the credit information on the Directors and/or Members and that the Company has the consents as stated herein, in writing. In the event of UTECHFOAM being required to do an account verification check to verify that banking details provided, are correct, or to enquire with the Company's banker to obtain its opinion with regards to lending amounts and lending terms applicable to the Company, I hereby authorise such an enquiry for as long as the Company is a client of UTECHFOAM. We furthermore consent to UTECHFOAM submitting our information, including payment profile and default information and any other relevant information, to Experian and to allow Experian to release the information for lawful purposes to third parties.

I furthermore warrant that all information supplied to UTECHFOAM is to the best of my knowledge true and correct, that I am not aware of any other information that would affect the credit application of the Company in any way and that I am authorised to sign this document.

The Company (credit applicant):

Name of the Company:	
Name of the Authorised Representative:	
Title:	
Signature:	
Date:	

Directors / Members Details:

Director name 1	
ID number:	
Director name 2	
ID number	
Director name 3	
ID number	
Director name 4	
ID number	

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**Section 12 Deed of Suretyship**

This Suretyship is to be completed by all Companies and Close Corporations.

**Please note:**

- Should the signatory be married “In Community of Property” or “ANC with the accrual clause”, we require his or her spouse to sign where relevant at the bottom of this section. \* Indicate not applicable (N/A) were relevant.
- ALL Directors / Members are required to sign the Suretyship.

I/We the undersigned,

1	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
	<b>Physical address</b>	<input type="text"/>
2	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
	<b>Physical address</b>	<input type="text"/>
3	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
	<b>Physical address</b>	<input type="text"/>
4	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
	<b>Physical address</b>	<input type="text"/>

do hereby bind myself/ourselves jointly and severally unto and in favour of

**UTECHFOAM (PTY LTD)**

(hereinafter called “the Creditor”) as surety/ies for and co-principal debtor/s in solidum with

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(Registered Company Name and Registration Number)

(hereinafter called “the Debtor”) for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor arising from goods supplied by UTECHFOAM (the creditor) to the Debtor and/or arising from any claims which UTECHFOAM may have against the Debtor in pursuance of transactions concluded between UTECHFOAM and the Debtor and for the due performance of every other obligation, howsoever arising, which UTECHFOAM may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I/We hereby agree:

That these presents shall constitute a continuing covering liability on my/our part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all intents and purposes of these presents, including sequestration, surrender, winding up and judicial management) or legal disability of the Debtor or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditor will have agreed in writing to cancel these presents.

That these presents shall be and remain binding on the other or others of us, notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or part or any one or more of us.

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