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Application for a Credit Facility

Registered Name					
Trading Name					
Other Trading Name/s					
Business Registration Number					
VAT Registration Number					
Public Company	Private Company	Close Corporation	Private Individual	Sole Proprietor / Partnership	State Owned Company

ADDRESSES

Postal (for primary business matters)	Physical (principal place of business)
Delivery (if different from physical)	Delivery (if more than one is applicable)

CONTACT INFORMATION

Telephone		Fax	
Email		Website	

Department	Name	Telephone	Email
Finance Dept / Financial Manager			
Accounts (Responsible person)			
Purchasing			
Person completing this application.			
Other			

By default, all accounting correspondence (*Invoices / Copy Invoices / Statements etc*), will be sent to the Customer by email to the address given below. Postal delivery will only be used if required by the National Credit Act, 2005 (or as required by any laws governing at the time), or if the Customer specifically requests that a postal service be used. Delays caused by postal service is not accepted as a valid reason for late receipt of monies due, nor for any extension of the Company's credit terms. We do not use fax services.

Email Address	
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BANKING

Bank	
Branch	
Account Number	
Account Name	
Account Type	

BUSINESS ACTIVITY

Market Segment	
Nature of Business Activities	
Does the business have a Laboratory?	
Is the business BBBEE rated? Level?	

DETAILS OF DIRECTORS / MEMBERS / OWNERS (Use separate page if necessary)

Full Name	Full Name	Full Name
Residential Address	Residential Address	Residential Address
I.D. Number	I.D. Number	I.D. Number

TRADE REFERENCES

Trade references supplied should as far as possible relate to inventory supplies where the average trading values equal or exceed the value of credit applied for in this application.

Business Name	Telephone Number	Email Address

AUDITING

Auditor Name	
Telephone Number	
Address	

CREDIT

Subject to the terms and conditions attached, the customer authorizes and consents to the Company, at it's own discretion, withdrawing the credit facility should the Customer's average monthly purchases over a three month period fall below 35% of the Credit Requested herein.	
Credit Limit Requested	R Words

General Terms and Conditions of Trade

1. DEFINITIONS

- 1.1. Unless otherwise expressly stated, or the context requires otherwise, when used in this agreement, the words and expressions in the text below shall bear the meanings contained alongside each respectively.
- 1.2. **Company** - shall mean MINEMA Chemicals (Pty) Ltd;
- 1.3. **Customer** - shall mean any party, whether juristic or natural, who has placed an order with the Company, or any person with whom the Company contracts as a result of any offer to purchase Products from the Company, and includes the Customer's representatives, successors and assignees;
- 1.4. **Product/s** - shall mean the goods and/or other subject matter of the Contract to be supplied;
- 1.5. **Contract** - shall mean any contract or agreement arising out of the acceptance of any offer to purchase.
- 1.6. **CPA** - shall mean the Consumer Protection Act 68 of 2008, and regulations pertaining thereto.
- 1.7. **NCA** - shall mean the National Credit Act 34 of 2005, and regulations pertaining thereto.

2. GENERAL

- 2.1. These terms and conditions shall apply to any contract for the sale of any goods by the **Company** to the **Customer** whether the contract arises out of:
 - 2.1.1. Any offer made by the **Company** and accepted by the **Customer**
 - 2.1.2. Any offer made by the **Customer** and accepted by the **Company**, including any such offer made by the **Customer** in response to a quotation by the **Company**.
- 2.2. No amendment and/or variation and/or addition of these terms and conditions, whether consensual or unilateral and bilateral shall be of any force and effect unless reduced to writing and signed by the **Company**.
- 2.3. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the **Company** to sign and written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by the **Company**.
- 2.4. No warranties, representatives or guarantees have been made by the **Company** or on its behalf, which may have induced the **Customer** to sign this document.
- 2.5. No order placed by the **Customer** shall become binding upon the **Company** until it has been accepted by a duly authorized representative of the **Company** at the **Company's** place of business. It shall not be necessary for the **Company** to give formal notice of acceptance of any order to the **Customer**.
- 2.6. The **Customer** acknowledges that any sales representative, nor agent, dealing on behalf of the **Company** does not have the authority to bind the **Company** and that no representation, warranty, or any statement made or given by any employee of the **Company**, shall be binding on the **Company** unless given in writing under signature of a Director of the **Company**.
- 2.7. No indulgence or relaxation of rights granted by the **Company** shall be prejudicial to, or constitute a waiver of any of the **Company's** rights under this agreement or at law and any waiver of rights by the **Company** shall not be construed as such unless such waiver is reduced to writing and signed by the **Company**.

3. PURCHASE PRICE

- 3.1. Purchase prices are Net, exclusive of Value Added Tax, and exclusive of delivery costs, and not subject to discount unless a discount has been agreed upon in writing and signed by a director of the **Company**.
- 3.2. The price of the goods may change prior to delivery. In the event that a price changes, the **Company** will notify the **Customer** as soon as reasonably possible and if the **Customer** and the **Company** cannot reach agreement on the new price for the goods, the **Customer** shall be entitled to cancel from the order, only those goods to which the change applies.
- 3.3. Unless otherwise agreed in writing and signed by a Director of the **Company**, **Company** price lists should merely be considered as a guide by the **Customer**, and the **Company** has the right, from time to time, or for any reason and without notice to the **Customer**, to change the prices of its goods without reflecting such changes on any price lists.

4. PAYMENT

- 4.1. Unless stipulated in writing, payment shall be made to the **Company** within 30 days of the date of the **Company's** statements, free of any bank charges or other exchange costs, subject however, to the conditions that credit terms will at all times be at the sole discretion of the **Company** and may be altered or withdrawn at any time without prior notice, and at the sole discretion of the **Company**.
- 4.2. Should the **Customer** fail to make any payment which is due and owing within the aforesaid 30 day period, then all amounts outstanding by the **Customer** to the **Company** from whatsoever cause, whether or not the date for payment has arrived, will immediately become due and payable by the **Customer**.
- 4.3. Payment may not be withheld pending the settlement of any dispute.
- 4.4. The **Company** reserves the right to levy interest charges at prevailing bank rates against any outstanding amount not received by the due date.
- 4.5. The **Company** may appropriate all payments made by the **Customer** to such accounts as it will in its sole and absolute discretion decide, unless the **NCA** applies, in which case the **Company** must credit each payment made by the **Customer**, firstly to any due or unpaid interest charges, and secondly to satisfy any due or unpaid fees or charges, and lastly to reduce the amount of any capital amount owing.
- 4.6. The **Company** shall have the right to suspend deliveries and to exercise any of its rights set out in terms of this agreement or in terms of the common law, if any amount due by the **Customer** remains unpaid beyond its due date.

5. ACCOUNTS

- 5.1. To the extent that the **NCA** is applicable, the **Customer** shall have the right to terminate this agreement at any time by giving written notice of its intentions to do so to the **Company** and by paying the unpaid balance of all sums due under the credit facility including such interest charges and other fees as may be due by the **Customer** to the **Company** at the time of such notice.
- 5.2. For the avoidance of doubt, the credit limit as agreed between the **Customer** and the **Company** as contained within this agreement, will not act as cap or limit of the value of the **Customer's** indebtedness to the **Company**, but rather as the maximum capital value exclusive of interest and other accruable charges subject to the extent applicable under the **NCA**.
- 5.3. The **Company** may change, close or withdraw a credit facility at any time on at least 10 (ten) business days written notice and the allowed purchase value in respect of a credit facility shall at all times be at the **Company's** sole discretion.

- 5.4. To the extent that the **NCA** is applicable to this agreement, within 5 (five) business days of written request by the **Customer**, the **Company** shall deliver without charge to the **Customer** a statement of the value required to settle all values owing under this agreement. Such statement is subject to any manifest errors or omissions and binding for a period of 5 (five) business days after delivery.
6. **ORDERS**
- 6.1. Orders made by the **Customer** to the **Company** shall be made in writing and presented to the **Company** to any email address, or postal address as may be communicated to the **Customer** from time to time by the **Company**.
- 6.2. Oral orders may, at the sole discretion of the Sales Manager of the **Company**, be accepted by the **Company**, but the **Company** will not be responsible for any errors or omissions or misunderstandings occasioned by the **Customer's** failure to make or confirm such order in writing.
- 6.3. Save as for clause 3.2 herein, all orders shall constitute irrevocable orders to purchase the goods subject to acceptance by the **Company** by way of either written confirmation of acceptance of such order, or by delivery of such goods to the **Customer's** nominated point of delivery.
- 6.4. The **Company** is not obliged to accept any order made by the Customer, and any order will be subject to authorisation by either the Credit or Sales Manager, as the case may be.
7. **OWNERSHIP AND RISK**
- 7.1. Unless the supplier arranges otherwise in writing:
- 7.1.1. All goods remain the sole and absolute property of **MINEMA Chemicals (Pty) Ltd** until full payment has been received by the creditor in respect of any such goods supplied to the customer.
- 7.1.2. Risk in the goods shall pass to the Customer on delivery or collection.
8. **SPECIFICATION & WARRANTIES & EXCLUSION OF LIABILITY**
- 8.1. Unless otherwise stated, all **Products** are supplied against the **Company's** internal specification which may change from time to time without prior notice.
- 8.2. Warranty certificates of analysed purity are issues in good faith and no extension of this is expressed or implied in any overall warranty. **Customers** will be particularly alive to the fact that this would not be possible because of the many and varied applications in which our **Products** may be used.
- 8.3. The **Company** makes no representation as to the suitability of **Products** sold for any specific purpose whether directly or indirectly at the hand of the **Customer**. It remains the responsibility of the **Customer** to determine the suitability of the **Product/s** for its/their intended purpose.
- 8.4. The company will not incur liability of any nature whatsoever either to the Purchaser or any third party brought about by non-conformance of the Product/s against their intended use.
- 8.5. Where it is established that, to the satisfaction of the **Company**, the **Products** supplied, contain at the time of delivery to the **Customer**, some defect in quality (not being caused by some act of neglect by the **Customer** or a third party), the **Company** will at its own cost replace the goods, or refund the purchase price to the **Customer**, provided that notification of such an occurrence is made in writing to the **Company** within 5 (five) days of original delivery of such **Products**.
- 8.6. The **Company** accepts no liability for, and the **Customer** hereby indemnifies the **Company** against, any claim for damages or losses (including consequential damage) brought about by non-conforming **Products**.
9. **STATUTORY REQUIREMENTS & PATENTS**
- 9.1. The Supplier does not warrant that the goods supplied comply with any relevant statutes, ordinances, regulations and bylaws, or that the sale or use of the goods by the Customer will not infringe any patent, trademark trade name of registered design.
10. **BREACH**
- 10.1. Should either party commit a breach of any of these terms and conditions and fail to remedy the breach within 14 (fourteen) days after receipt from the other party of written notice calling upon it to do so, then the party aggrieved by the breach shall be entitled either to:
- 10.1.1. Enforce the performance of the terms hereof; or
- 10.1.2. Cancel the contract and recover such damages as it may have sustained
- 10.2. The parties' remedies under this clause 8 shall not be exhaustive and shall be in addition and without prejudice to any other remedies they may have, whether for damages or otherwise.
11. **SHORTAGES & ERRORS**
- 11.1. All **Products** are guaranteed full mass as stated on containers on delivery and the **Company** shall not be responsible for any loss of mass or volume of **Products** by natural causes, drying, or evaporation, thereafter.
- 11.2. The **Company** shall not be liable for **Product/s** lost as a result of containers being damaged during or after delivery.
- 11.3. The **Company** shall not entertain any claim for damages, shortages nor errors, of **Product**, if notice of such event is not made in writing to the **Company** within 3 (three) days of delivery of such **Product**.
- 11.4. No return of **Product** will be considered in cases where:
- 11.4.1. **Product** is not in sealed, and/or original containers,
- 11.4.2. **Product** has been used in whole or part,
- 11.4.3. Containers are damaged, defaced by labels or other markings.
12. The **Customer** hereby consents to the jurisdiction of the Magistrates' Court notwithstanding that the amount claimed may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of Act 32 of 1944 as amended, provided, however, that the **Company** shall have the right at its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
13. A certificate signed by a director of the **Company** reflecting particulars of the amount owing by the **Customer** to the **Company** shall be prima facie proof of the amount due and payable by the **Customer** for the purposes of any legal action.
14. The **Customer** chooses its Dom cilium citandi et executandi for all purposes under this agreement as the address reflected in the Application for Credit Account Facility which forms the first page of this agreement.
15. The **Customer** hereby agrees and permits that **MINEMA Chemicals (Pty) Ltd** is entitled to:

- 15.1. Make any reasonable enquiries to any party to verify and research any details provided by the **Customer** on this application form, or any other details in relation thereto.
- 15.2. Access the files of any Credit Bureau or its agents or its clients to ascertain the **Customer's** and its Directors and/or Members and/or Principal's total available credit profiles when assessing this application and at any time during the currency of the **Customer's** account with the **Company**.
- 15.3. Disclose the existence and the conduct of the **Customer's** account with the **Company**, whether still current or not, to any Credit Bureau or other credit grantor for publication.