

Reg Nr: 2009/116105/23
VAT Nr: 4530265521



GP/HO : 076 633 6065

KZN : 082 994 2473
WC : 073 630 3221

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CUSTOMER INFORMATION

Applicant:		
Company Trading Name:		
Company Registration Name:		
Associated Companies, Subsidiary Companies (if any), and/or Holding Company:		
Nature of Business :		
Date Established :		
Private Company • Public Company • Close Corporation • Partnership • Sole Proprietor •		
Postal Address :		
Street Address:		
Telephone Number:		Fax Number:
Registered Address:		
VAT Registration Number :		
Contact Person:		Mobile Number:
Email Address :		;
Directors of the Company \ Members of the Corp \ Partners \ Sole Proprietor		
Full Names ID No. Residential Address Telephone No.:		
1.)		
2.)		
3.)		
4.)		
5.)		
6.)		
Estimated Monthly Purchases from ourselves :	Rand:	Terms:
Signature:	Date:	
Physical and Registered address of applicant :		
Owned by applicant? (Yes/No)		
If No, name and address of owner /landlord:		
List particulars of sureties, cession of debtors, notarial bonds and all forms of security given by the applicant and particulars of judgments given against the applicant, actions instituted and applications brought against the applicant holding company and/or its subsidiary companies:		
Company Telephone No & Contact Person		
1		
2		
3		



Banking Details

Bank :			
Branch :			
Account Number :			
Auditor's Name and Address:			
Telephone Number:		Contact:	

Any additional information which will assist in the appraisal of this application:

WARRANTY

1. I/We , by my/our signature hereto warrant that :

1.1 All the information in this application is true, correct and up to date;

1.2 I am a director/member/partner/sole proprietor/Finance Manager of the Applicant;

1.3 I am duly authorised to seek credit facilities for the Applicant and to pledge the Applicant's credit;

1.4 I am duly authorized generally to represent and act for the Applicant;

1.5 I have read and understood the Terms and Conditions attached hereto.

2. Applicant acknowledges that credit facilities shall be granted in terms of the information provided in respect of this application.

3. The Applicant warrants that all the particulars contained in this application are true and correct.

Signature:		Print Name:	
Date:			
Signature:		Print Name:	
Date:			





TERMS AND CONDITIONS

Terms and conditions of Agreement of sale entered into and between:

Custom Protection Products C.C. ("The Seller")

and _____

("The Purchaser")

It is agreed that:

1. The invoice price reflected on the Sellers invoice shall be paid by the Purchaser without any deductions in accordance with the terms of payment which the parties hereto might from time to time agree.
2. The Seller shall be entitled to charge interest, from time to time, at the maximum rate of permissible law on all overdue amounts.
3. The Purchaser agrees that payments received shall in the first instance be credited to costs, then to interest and thereafter to any capital amounts owing.
4. The risk in and to the goods purchases shall pass to the Purchaser on delivery thereof which shall be deemed to have been effected by the agent of the Seller or the agent of the Purchaser.
5. Notwithstanding deliver of the goods ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price for such goods has been made in full.
6. The Seller shall under no circumstances whatsoever be liable for any loss of profit or any damages, direct or indirect, consequential or otherwise sustained by the Purchaser arising out of any breach by the Seller of any of its obligations and/or those of its employees, servants and agents and/or those of any of its supplier and/or sustained by the Purchaser arising out of any negligence on its part or those of its employees, servants, agents and/or suppliers.
7. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
 - A. Retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed and/or:
 - B. Demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser notwithstanding that payment in respect of any such goods might not then be due and payable.
8. In the event of the Purchaser failing to make payment of any amount on the due date thereof, the full amount in respect of all goods sold and delivered by the Seller to the Purchaser, shall immediately become due owing and payable.
9. Notwithstanding the amount which may at any time be owing, the Purchaser consents in terms of Section 45 of the Magistrate's Court Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having jurisdiction in any action or proceeding. Notwithstanding this consent, the Seller may in its sole discretion decide in any other court of competent jurisdiction.
10. The Purchaser nominates the Purchaser's physical address as recorded on the second page of the application to which these terms are attached as their own domicilium citandi executandi.
11. The Purchaser hereby irrevocable and in rem suam sedes, pledges, assigns, transfers and makes over unto and in favour of the Seller, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and however arising which the Purchaser may now or at any time hereafter have against all and any person, companies, corporations, firms partnerships, associations, syndicated and other legal personae whomsoever (Purchaser's debtors) without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which the Purchaser may be or become bound to perform in favor of the Seller, it being acknowledged that this cession is a cession in securitatum debiti and is not an out-and-out cession. Should it transpire that the Purchaser entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts, which will from time to time be subject to this cession shall operate as a cession of all the Purchaser's reversionary rights.



12. In the event of any order being given to the Seller on the Purchase's official order form, the Purchaser shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorized by the Purchaser.

13. No extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be a waiver by the Seller of any of its rights under this agreement, or novation of any of the terms and conditions of this agreement.

14. The credit facilities may be altered or withdrawn by the Seller, in its sole and absolute discretion received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.

15. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received any the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.

16. A certificate signed by a Director or Manager of the Seller shall constitute prima facie proof of the Purchaser's indebtedness and the amount thereof owing by the Purchaser to the Seller at any time and shall for purposes of any legal action against the Purchaser, be binding on the Purchaser.

17. Should the Purchaser have previously made application to the Seller for credit facilities, which said application would have embodied terms and conditions and should the Purchaser have furnished any security to the Seller for the due obligations of the Purchaser to the Seller on any previous occasion the Purchaser records and acknowledged that the signature by it of this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Seller. The Purchaser furthermore records and acknowledges that, insofar as any provision contained herein may be inconsistent with any provision contained in any document previously executed by it the provisions of this document shall prevail.

18. In the event that the Seller has to utilize the service of its attorneys to recover any debt owed by the Purchaser and/or should a dispute of any nature arise between the Seller and the Purchaser, the Purchaser shall be obligated to make payment of all costs, charges and expenses of whatsoever nature incurred by the Seller even though summons has not been issued and, including without limitation, all legal costs on the scale as between attorney and own client such costs to include, but not be limited to, collection commission, tracing agents charges and any other charges incurred by the Seller in enforcing its rights against the Purchaser.

19. The Purchaser undertakes to notify the Seller in writing, of any charge details given including change ownership, name or address. Such change shall in no way derogate from the surety/ies liability to the Seller.

Signed at on this the.....day of20.....

1. Signature : _____

Who acknowledges having read and understood the entire contents hereof and who warrants that he is duly authorized hereto

Name in full: (Print) _____

Position/Capacity: _____

2. Signature : _____

Who acknowledges having read and understood the entire contents hereof and who warrants that he is duly authorized hereto

Name in full: (Print) _____

Position/Capacity: _____

Witness sign 1: _____ Witness sign 2: _____

Full Name: _____ Full Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

