

1. Registered Name of Company: .....
2. Trading Name of Business: .....
3. Date of Business Commenced: .....
4. Name of Owner: .....
- ID No: .....
5. If a partnership, Company or Close Corporation, the full names, ID no. and residential address of the Partners, Directors or Members:
- (A) .....
- (B) .....
- (C) .....
- (D) .....
6. Postal Address: .....
- Postal Code: .....
- Physical Address: .....
- Postal Code: .....

Initials:

HEAD OFFICE JHB

+27 (0)13 661 5020  
support@farasonn.com  
122 Modderfontein Ave  
Sundra | Gauteng | 2200

MIDDELBURG BRANCH

+27 (0)61 463 1739  
support@farasonn.com  
Nucleus Square | Unit No.8  
C/O September & Spring Street | Middelburg | 1050

PALABORWA BRANCH

+27 (0)13 661 5020  
support@farasonn.com  
1 Station Rd | Phalaborwa  
Limpopo 1390

www.farasonn.co.za

6. Magisterial District: .....

7. VAT Number: .....

8. Co/CC Reg No: .....

9. Tel No: .....

Fax No: .....

10. Name of bank: ..... Branch: .....

Type of Account: .....

Account Number: .....

Branch Code: .....

Credit Limit Required: .....

Name and Surname of person filling in the credit application: .....

**RESPONSIBLE PERSON FOR THIS ACCOUNT**

Name and Surname: .....

Tel No: .....

E-mail Address: .....

Date on which your month end: .....

13. Please supply at least four Trade References: Name, Postal Address and Telephone Number.  
**Please Note that the following references will not be valid:**

Any Tyre and Petrol Companies, Banks, Original Equipment Manufactures or agents of them,

(A) .....

(B) .....

(C) .....

(D) .....

.....

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14. If at any stage it should be necessary for Farasonn Auto Electrical to instruct its attorneys to recover from me, my firm, my company, my close corporation and amount(s) owing to the said Farasonn Auto Electrical.

- a. I/My Firm/My Company/My Close Corporation undertake(s) to pay all legal costs incurred by the said Farasonn Auto Electrical as between attorney and client as well as collection commission at the prescribed tariff application from time to time.
- b. I/My Firm/My Company/My Close Corporation hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act, as amended.
- c. I/My Firm/My Company/My Close Corporation accept the delivery/service condition as stipulated on the reversed side of the Service Reports/Delivery Reports.
- d. I/My Firm/My Company/My Close Corporation hereby choose as domicilium citandi et executandi

15. I warrant the information furnished by me herein to be correct and that I have been duly authorised to sign this application for credit

Signed at:.....on this .....day of..... 20 .....

**Member/Director/Owner**

**Member/Director/Owner**

1. ....

2. ....

SIGNATURE.....

SIGNATURE.....

(Member/Director/Owner)

(Witness)

NAME IN PRINT:.....

NAME IN PRINT:.....

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# SURETY SHIP

ONLY TO BE COMPLETED IF APPLICATIONS IS ON BEHALF OF A (PTY) LTD, OR CC COMPANY

I, the undersigned,.....  
Do hereby bind myself as surety and co-principal debtor in solidum for and punctual payment by:

.....  
Or any amount which may now be or in the future become due to and payable to Farasonn Auto Electrical.

- I accept the delivery conditions on the reversed side of the invoices.
- I undertake to pay all legal costs incurred by the said Farasonn Auto Electrical.
- I hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 25 of the Magistrate's Court Act, as amended.
- I hereby choose as domicilium citande et executandi.

.....  
I hereby abandon the exceptions of excursion and splitting of action, the full force and effect whereof I know and understand. I warrant that I have duly authorised to sign this agreement of surety ship.

Signed at:..... on this ..... day of ..... 20 .....

**Member/Director/Owner**

**Member/Director/Owner**

1. ....

2. ....

SIGNATURE.....  
(Member/Director/Owner)

SIGNATURE.....  
(Witness)

NAME IN PRINT:.....

NAME IN PRINT:.....

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Page 4

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## 1. PAYMENT TERMS

The Purchaser hereby acknowledges that the sale will be subject to the following terms and conditions:

- 1.1 Payments must be made within thirty (30) days after date of statement, without any deduction or set-off, after which period the full outstanding balance will become due and payable immediately. A 2.5% settlement discount is allowed for payment received by the 25<sup>th</sup> day from the due date of statement. Note: Money reflecting on the 60, 90, 120 day period may not be included in the said discount.
- 1.2 All prices will remain subject to change until date of delivery.
- 1.3 Interest will be payable on all outstanding amounts which are due and payable calculated at the rate of 2.5% per month, capitalized monthly. Any amounts due to the company which are outstanding longer than 30 days following the month of delivery will render the account delinquent and the company reserves the right to suspend outstanding orders and/or modify future discounts and/or payment terms
- 1.4 Payments can be made in cash, via Electronic funds transfer, or via Bank Guaranteed cheque.

## 2. GOODS

- 2.1 Ownership of all goods, materials, parts and/or equipment supplied shall best in the Seller until full and final payment of the purchase price has been received by the Seller.
- 2.2 All risk of loss or damage of the goods, materials, parts and/or equipment shall pass to the Purchaser on delivery or date of purchase or date of collection, whichever occurs first.
- 2.3 The Purchaser understands that the goods, materials, parts and/or equipment shall remain movable property despite any intention to install the goods.
- 2.4 The Purchaser shall be precluded from raising any complaint or disputing liability to the Seller in any way whatsoever, unless it has notified the Seller on the grounds of the dispute in writing 10 (ten) days from date of the relevant invoice.

## 3. DELIVERING AND INSTALLATION

- 3.1 Unless a specific date of delivery is specified in writing the Seller and the Purchaser, and such date being accepted by the Seller in writing, delivery and/or installation of goods will be subject to the availability of stock and the nature of the specific installation and shall be effected within the reasonable period of time.
- 3.2 The Seller shall not be liable in any respect whatsoever should it fail to perform hereunder due to contingencies beyond its control, including but not limited to Acts of God, Government Laws, activities of enemies of the State, Civil disturbance, riots transport delays, unavailability of stock or unavailability of technicians. The seller shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable and/or installable during such period, but shall deliver and/or install the goods, materials, parts and/or equipment during such period, but shall deliver the goods, materials, parts and/or equipment thereafter and when circumstances permit.

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Page 5

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3.3

Shall the Seller have any reasonable reason to believe or apprehend that the Purchaser may be able to discharge its obligation to pay the purchase price or portion thereof, the Seller shall be entitled to delay or suspend performance until the Purchaser has satisfied the Seller that its believe or apprehend is ill-founded, alternatively the Seller shall be entitled to cancel the contract.

3.4

Should the Seller, alternatively anyone else transport any of the goods to a place and site appointed by the Purchaser, such transport shall be at the sole risk of the Purchaser.

3.5

The Purchaser indemnifies the Seller against any personal injury, damage to property, loss of any sort which may arise due to the malfunctioning of parts installed by the Seller or its agent at the Purchaser's nominated site.

#### 4. WAIVER

This contract constitutes the entire contract between parties; no variation or addition to its terms shall be of any force or effect unless recorded in writing and signed by the parties. No latitude, extension of time or other indulgence given or allowed by the Seller to the Purchaser in respect of any payment of the performance of any obligation hereunder shall operate as a waiver, innovation or otherwise affect any of the Seller's rights.

#### 5. JURISDICTION

Notwithstanding the amount claimed, the parties hereto consent to the jurisdiction of the Magistrate's Court.

#### 6. CREDIT BUREAU

The Seller shall be entitled to register details about the conduct of the Purchaser's account at any and all registered Credit Bureaus without having to obtain civil judgement.

#### 7. LEGAL DISPUTE

Should the Purchaser fail to comply with any of the provisions hereof and the Seller having to institute legal action against the Purchaser, the Purchaser hereby agrees to pay all legal costs incurred by the Seller on the scale as between attorney and own client, including collection commission and tracing fees.

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Page 6

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