

APPLICATION FOR CREDIT TERMS – CURRENT ACCOUNT

E-MAIL: admin1@redipac.co.za

Dear Client,

Please complete the credit application and deed of surety ship

Please attach the following documents with the application:

1. Copy of Vat certificate
2. Copy of the CC certificate – if applicable
3. Copy of all members/owners/directors Id's
4. Copy of company letter head
5. Letter of authorisation for signatory
6. Consent letter authorising Redi-Pac to do Reference checks

Please ensure all pages are signed

We accept only original documents please arrange for pick-up or post to:

PO Box 5218

George East

6539

Yours sincerely,
Werner Badenhorst

CREDIT APPLICATION – TEKKIE STOP (PTY) LTD t/a REDI-PAC

BUSINESS NAME : _____

TRADE NAME : _____

CO. REGISTRATION NUMBER : _____

VAT REGISTRATION NUMBER : _____

PHYSICAL ADDRESS : Street _____

Suburb _____ Town _____

POSTAL ADDRESS : P O Box _____ Town _____ Code _____

DELIVERY ADDRESS : Street _____

Suburb _____ Town _____

CONTACT DETAILS : Tel _____ Fax _____ Cell _____

CONTACT PERSON _____ Tel _____

TRADING AS : Sole Trader Partnership Limited Co CC Trust Other (please tick)

NATURE OF YOUR BUSINESS _____

YEAR COMMENCED BUSINESS (in its present form) _____

BUSINESS PREMISES : Owner or Rent (If rent name of landlord) _____

REGISTERED OFFICE : OF Company / CC / Trust : _____

ACCOUNTS DEPARTMENT : Details of person responsible for handling account :

Name _____ Email _____

Tel _____ CELL _____

BANK REFERENCE : Bank _____ Branch _____

Branch Code _____ Account Name _____

Account No _____

AUDITORS' INFORMATION

Name _____ Address _____

_____ Tel _____

CREDIT LIMIT _____ (Approved by Redi-pac)

DEATAILS OF : Directors' / Members' / Partners' / Proprietors'

1) Full Name : _____ Id _____

Address _____

2) Full Name : _____ Id _____

Address _____

3) Full Name : _____ Id _____

Address _____

TRADE REFERENCES INFORMATION:

- 1) Name : _____ Tel _____
Address _____
- 2) Name : _____ Tel _____
Address _____
- 3) Name : _____ Tel _____
Address _____
- 4) Name : _____ Tel _____
Address _____

APPLICANT

REDI-PAC

TERMS & CONDITIONS OF SALE

1. The Applicant is the person or entity reflected overleaf.
2. The price of any goods which may be supplied by Redi-pac in terms of an order by the Applicant, will be in accordance with the agreed prices at the order date. The purchase price will be paid within 7 (seven) days from end of current month. (i.e January invoices to be paid by the 7th of February)
3. Any order is subject to acceptance by Redi-pac, and Redi-pac shall have the right to accept such order either in whole, or in part thereof only. All orders accepted by Redi-pac will be binding on the Applicant and may not be cancelled without obtaining Redi-pac written consent.
4. Redi-pac shall not be responsible for delay in the performance, or non-performance, in whole, or in part, of any order or any contract arising between the parties as a result of Redi-pac acceptance of either, the whole order, or part thereof, on account of an act of god, force majeure or the consequence thereof, war, revolutions, riot, strikes, sabotage, lockouts, fire, flood, earthquakes, storms, accidents, government restrictions, negligence of carriers, inability to obtain raw materials, or any other cause of whatsoever kind beyond Redi-pac control, and under no circumstances whatsoever shall the Applicant have any claim against Redi-pac, whether for damages or otherwise arising out of such non-performance or delay in performance.
5. (a) Any increase in the transport charges will be for the Applicant's account, when applicable.
(b) Should the price reflected on an order or confirmation of order be incorrect due to an inadvertent and obvious error, then Redi-pac shall have the right to amend such error.
6. Passing of ownership and risk
 - (a) The ownership of the goods shall remain vested in Redi-pac until the purchase price is fully paid, unless the goods have been resold by the Applicant in the normal, usual and ordinary course of the Applicant's business.
 - (b) Redi-pac shall be entitled to notify the Applicant's Landlord that by virtue of the reservation of ownership of the goods in Redi-pac, those goods do not become subject to the Landlord's hypothec for rent.
 - (c) The risk in and to the goods sold hereunder shall pass to the Applicant on delivery thereof to the Carrier, notwithstanding the reservation of ownership therein, and irrespective of whether the Redi-pac or the Applicant pays the Carrier's charges.
 - (d) If the Applicant breaches any of the terms and conditions hereof, Redi-Pac shall have the right without prejudice to any of its other rights to give the applicant notice to rectify such breach within twenty (20) working days.

- not so rectified within such notice period elect to: treat as immediately due and payable all outstanding amounts currently due and payable; cancel the agreement and apply for an order at the appropriate court claiming all outstanding amounts as well as legal fees on an Attorney Client Basis.
- (e) If at any time there are goods in the Applicant's possession that have been supplied by Redi-pac, and there are any amounts owing to Redi-pac by the Applicant, ownership of the goods in the Applicant's possession shall be deemed not to have passed to the Applicant unless the Applicant proves to the contrary. The onus of proving that ownership of the goods supplied by Redi-pac has passed to the Applicant will at all times be on the Applicant.
7. It is the responsibility of the applicant to choose carefully as Redi-Pac does not normally give refunds if the applicant simply change his/her/its mind or makes the wrong decisions. The applicant will be afforded the opportunity to choose between a refund, exchange or repair, where the goods are defective within the warranty period or within 10 business days where the products were wrongly described, different from the sample shown or fails to perform. Redi-Pac may charge a handling fee if the return is accepted by management.
8. Accounts not paid within the agreed trading terms will incur interest at Standard Bank of SA Limited prime interest rate plus two (2%) percent, and such interest will be chargeable effective from the date on which the payment became overdue.
9. The Applicant hereby acknowledges and accepts that should Redi-pac change their bank account details for whatever reason, Redi-pac will advise the Applicant in a manner that is official, including the submission of a cancelled cheque as evidence of the change. Should the Applicant however, make payment to a new bank account without such documentary proof and without first making contact directly with Redi-pac it will in no way constitute a payment.
10. Redi-Pac shall within (minimum six months) after delivery of news goods, repair or replace failed, unsafe or defective goods or refund the price paid by the applicant at the election of the applicant. The aforesaid warranty is subject thereto that:
- The goods supplied by Redi-pac have not been altered contrary to any instruction of the company after leaving the company's control.
 - Has not been exposed to abuse or exposed to any use other than what the product was manufactured for.
 - The applicant has followed the instructions (usage and warning instructions) as provided by Redi-Pac; and
 - Any claim for defective goods must be submitted to the company in writing. Redi-pac will not be liable in terms of this warranty under circumstances where it is unreasonable to expect of Redi-pac to have discovered the unsafe product characteristics, failure, defect or hazard, having regard to its role in the marketing of the goods to the applicant and or if such unsafe product characteristics, failure, defect or hazard did not exist in the goods at the time that it was supplied by them. No goods may be sent back without authorisation.
11. In the event of there being a discrepancy between any of the conditions enumerated in Redi-pac Conditions of Sale and any of the conditions enumerated in the Applicant's order, then the conditions enumerated in the Applicant's order shall be disregarded and Redi-pac conditions enumerated herein shall prevail.
12. The Applicant agrees to pay costs on an attorney-client scale in the event of legal action being successfully concluded against him.
13. The above conditions shall remain in force until such time as the cancellation or alteration thereof has been agreed to in writing by both parties.

Ithe undersigned in my capacity as
 Hereby confirm that all the information recorded in this application is true and correct, that I sign this document this document out of my own free will with the full knowledge and understanding of the contents hereof and I further confirm that I am duly authorised to do so. I furthermore accept the Terms and Conditions of this Application attached hereto marked as Annexure A.

SIGNED ATON THIS THE DAY OF 201..., before the undersigned witnesses.

1.	1.
APPLICANT SIGNATURE	NAME	WITNESS SIGNATURE	NAME

APPROVED AND SIGNED ATON THIS THE DAY OF 200..., before the undersigned witnesses.

1.	1.
REDI-PAC SIGNATURE	NAME	WITNESS SIGNATURE	NAME

DEED OF SURETYSHIP

.....
{HEREINAFTER REFERRED TO AS "THE SURETY"}

HEREBY BINDS HIMSELF/HERSELF/ITSELF JOINTLY AND SEVERALLY AS SURETY FOR AND CO-PRINCIPAL DEBTOR WITH

.....
{HEREINAFTER REFERRED TO AS "THE DEBTOR"}

IN FAVOUR OF

**TEKKIE STOP (PTY) LTD T/A REDI-PAC
COMPANY REGISTRATION NUMBER: 2024/042343/07
MEMBERS: W BADENHORST and EJ BADENHORST
{HEREINAFTER REFERRED TO AS "THE CREDITOR"}**

FOR THE DUE AND PUNCTUAL PERFORMANCE BY THE DEBTOR OF ALL OBLIGATIONS OWED TO THE CREDITOR ARISING FROM ANY CAUSE WHATSOEVER AND WHETHER PRESENTLY DUE, OWING AND PAYABLE OR BECOMING DUE OWING AND PAYABLE IN THE FUTURE, SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THIS SURETYSHIP.

- 1. THIS SURETYSHIP IS GIVEN AS A CONTINUING COVERING SURETYSHIP FOR THE PRESET AND FUTURE OBLIGATIONS OF THE DEBTOR TO THE CREDITOR, NOTWITHSTANDING ANY INTERIM SETTLEMENT OF ACCOUNT, FLUCTUATION IN OR TEMPORARY EXTINCTION OF THE DEBTOR'S INDEBTEDNESS OR LIABILITY TO THE CREDITOR.**
- 2. ALL ADMISSIONS OR ACKNOWLEDGEMENTS BY THE DEBTOR TO THE CREDITOR WILL BE BINDING ON THE SURETY, INCLUDING TACIT AND IMPLIED ACKNOWLEDGEMENTS.**
- 3. THE CREDITOR WILL BE AT LIBERTY WITHOUT AFFECTING ITS RIGHTS HEREUNDER, TO RELEASE, ABANDON, REALISE, OR SELL SECURITIES AND TO GIVE TIME OR COMPOUND OR MAKE ANY OTHER ARRANGEMENT WITH THE DEBTOR AND/OR ANY OTHER SURETIES, GUARANTORS OR INDEMNIFIERS FOR THE DEBTOR, WHETHER BEFORE OR AFTER ANY OBLIGATION HAS FALLEN DUE FOR PERFORMANCE.**
- 4. ANY LENIENCY, EXTENSION OF TIME OR WAIVER WHICH MAY BE GRANTED TO THE DEBTOR AND/OR ANY OTHER SURETY OR THIRD PARTY, WHETHER BEFORE OR AFTER THE OBLIGATION HAS FALLEN DUE FOR PERFORMANCE, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OR CLAIMS OF THE CREDITOR AGAINST THE SURETY AND THE SURETY HEREBY WAIVES ANY RIGHT TO RELY ON THE DEFENCE BASED ON WAIVER, ESTOPPEL OR PREJUDICE TO THE SURETY AS A SURETY.**
- 5. THE NATURE, EXTENT, AMOUNT AND TERMS OF ANY AGREEMENT ENTERED INTO BETWEEN THE DEBTOR AND CREDITOR WILL AT ALL TIMES BE WITHIN THE DISCRETION OF THE CREDITOR. THE SURETY WILL NOT BE RELEASED FROM ANY LIABILITY BY REASON OF THE ENTERING INTO OF ANY SUCH AGREEMENT OR THE FAILURE OF THE CREDITOR TO PERFORM IN PART OR IN WHOLE UNDER ANY SUCH AGREEMENT.**

6. **THE SURETY WAIVES THE RIGHT TO RELY UPON PRESCRIPTION OF EITHER ANY PRINCIPAL OBLIGATION OR ANY ACCESSORY OBLIGATION CREATED BY THIS DEED OF SURETYSHIP.**
7. **IF THE PRINCIPAL DEBT OR ANY PART THEREOF IS DUE FOR PAYMENT AND THE CREDITOR COMPROMISES WITH THE DEBTOR, GIVES THE DEBTOR ANY INDULGENCE OR EXTENDED TIME OR EXTENDED TERMS FOR PAYMENTS, THEN THE CREDITOR WILL STILL BE ENTITLED TO FORTHWITH RECOVER FROM THE SURETY THE AMOUNT DUE AND OWING BY THE DEBTOR PRIOR TO ANY SUCH COMPROMISE, INDULGENCE, EXTENDED TIME OR EXTENDED TERMS OR PAYMENTS GRANTED BY THE CREDITOR TO THE DEBTOR.**
8. **NO VARIATION, RELAXATION, WAIVER OF, ADDITION TO, DELETION FROM OR CONSENT TO CANCELLATION OF THIS SURETYSHIP OR ANY OF THE TERMS HEREOF WILL BE OF ANY FORCE OR EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY THE SURETY AND THE CREDITOR.**
9. **THIS SURETYSHIP CONSTITUTES THE WHOLE OF THE AGREEMENT BETWEEN THE SURETY AND CREDITOR AND THERE ARE NO CONDITIONS SUSPENDING ITS OPERATION WHICH MAY TERMINATE THE LIABILITY OF THE SURETY.**
10. **THE CREDITOR/S MAY AT ANY TIME WITHOUT THE CONSENT OF THE SURETY, CEDE OR ASSIGN OR TRANSFER AND MAKE-OVER ALL OR PART OF ITS RIGHT, TITLE AND INTEREST IN, TO AND ARISING OUT OF THE SURETYSHIP ON ANY PART THEREOF.**
11. **THIS SURETYSHIP SHALL REMAIN OF FULL FORCE AND EFFECT NOTWITHSTANDING ANY INTERIM OR FINAL SETTLEMENT OF ACCOUNTS AND THE SUBSEQUENT INCURRING OF ANY NEW OBLIGATION BY THE DEBTOR AND NOTWITHSTANDING THE DEATH OR OTHER LEGAL DISABILITY OF THE SURETY.**
12. **IT IS AGREED THAT THE SURETY MAY ONLY BE RELEASED FROM THIS SURETYSHIP BY GIVING 90{NINETY} DAYS WRITTEN NOTICE TO THE CREDITORS. THE SURETY WILL REMAIN LIABLE FOR ALL OBLIGATIONS OF THE DEBTOR UP TO AND INCLUDING THE DATE OF TERMINATION OF THE SURETYSHIP.**
13. **ANY AMOUNT OWED BY DEBTOR AND/OR THE SURETY TO THE CREDITIR AT ANY TIME {INCLUDING INTEREST, THE RATE OF INTEREST AND THE METHOD OF CALCULATION THEROF} SHALL BE PROVED PRIMA FACIE BY A CERTIFICATE SIGNED BY ANY ONE DIRECTOR OF THE CREDITOR, WHOSE APPOINTMENT IT WILL NOT BE NECESSARY TO PROVE.**
14. **THE RIGHTS OF THE CREDITOR UNDER THIS SURETYSHIP WILL NOT BE AFFECTED OR DIMINSHED IF THE CREDITIR AT ANY TIME OBTAINS ANY ADDITIONAL OR OTHER SURETYSHIP, GUARANTEE, SECURETIES OR INDEMNIFIES FROM THE SURETY ON ANY OTHER THIRD PARTY WHATSOEVER IN CONNECTION WITH THE OBLIGATIONS OF THE DEBTOR AND/OR THE SURETY.**
15. **IF THE DEBTOR:**
 - 15.1 **IS PLACED UNDER LIQUIDATION OR JUDICIAL MANAGEMENT OR SEQUESTRATION {WHETHER PROVISIONALLY, FINALLY OR VOLUNTARILY}; OR**
 - 15.2 **SUFFERS ANY OTHER LEGAL DISABILITY:OR**
 - 15.3 **BECOMES SUBJECT TO A COMPROMISE, COMPOSITION OR OTHER ARRANGEMENT WITH ANY OTHER CREDITOR OF THE DEBTOR,**

THEN THE CREDITOR WILL BE ENTITLED TO PROVE AGAINST THE ESTATE OF THE DEBTOR FOR THE FULL AMOUNT OF ANY INDEBTEDNESS DUE TO IT, WHETHER ACTUAL OR CONTINGENT, AND TO ACCEPT ANY DIVIDEND IN REDUCTION OF THE INDEBTEDNESS OF THE DEBTOR WITHOUT PREJUDICE TO THE RIGHTS OF THE CREDITOR REMAIN UNDISCHARGED, THE SURETY WILL NOT BE ENTITLED TO PROVE ANY CLAIM AGAINST THE DEBTOR IN COMPETITION WITH THE CREDITOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CREDITOR.

16. SHOULD THE DEBTOR FAIL TO DISCHARGE ANY OBLIGATION TO THE CREDTOR OR ANY ONE OF ITS OTHER CREDITOR, THEN THE CREDITOR WILL BE ENTITLED TO DEMAND FROM THE SURETY IMMEDIATE PERFORMANCE OF ALL OF THE OBLIGATIONS THEN OWING BY THE DEBTOR TO THE CREDITOR WHETHER OR NOT THE DUE DATE OF THE PERFORMANCE OF THE OBLIGATIONS SHALL HAVE ARRIVED.

17. THE SURETY CONSENTS TO SOUTH AFRICAN LAW AS THE LAW GOVERNING THIS SURETYSHIP AND CONSENTS TO THE JURISDICTION OF ANY COMPETENT COURT HAVING JURISDICTION IN RESPECT OF ANY ACTION TO BE INSTITUTED ARISING OUT OF THIS SURETYSHIP.

18. THE SURETY WILL BE LIABLE FOR ALL CHANGES AND EXPENSES OF WHATSOEVER NATURE INCURRED BY THE CREDITOR IN SECURED THE IMPLEMENTATION OF THE OBLIGATION OF THE SURETY HEREUNDER, OR OF THE RIGHTS OF THE CREDITOR IN TERMS HEREOF, INCLUDING, BUT NOT LIMITED TO LEGAL COSTS, INCLUDING COSTS ON THE ATTORNEY CLIENT SCALE, COLLECTION COMMISSION AND/OR TRACING AGENTS FEES.

19. THE SURETY HEREBY WAIVES AND RENOUNCES THE FOLLOWING BENEFITS TO WHICH IT IS ENTITLED TO IN LAW INCLUDING THE BENEFITS OF EXCUSSION, DIVISION AND CESSION OF ACTION, THE FULL FORCE AND EFFECT OF WHICH THE SURETY DECLARES HE/SHE/IT FULLY UNDERSTANDS.

20. FOR THE PURPOSE OF THIS SURETYSHIP, INCLUDING THE GIVING OF ANY NOTICE REQUIRED OR PERMITTED HEREUNDER, AND ANY PROCEEDINGS WHICH MAY BE INSTITUTED BY VIRTUE HEREOF, THE SURETY HEREBY CHOOSES DOMICILIUM CITANDI ET EXECUTANDI AT:

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21. ALL NOTICES DELIVERED, BY HAND AT, OR SEND BY PREPAID REGISTERD POST TO, SUCH ADDRESS SHALL BE DEEMED TO HAVE BEEN DULY RECEIVED BY THE SURETY ON THE DAY OF DELIVERY OR 5 {FIVE} DAYS AFTER THE DATE OF POSTING, AS THE CASE MAY BE.

22. IT A JURISTIC PERSON IS THE SURETY AND IF IT IS NOT BOUND BY THE SUREYSHIP FOR ANY REASON WHATSOEVER, THEN THE NATURAL PERSON SIGNING ON BEHALF OF THE JURISTIC PERSON SHALL BE BOUND AS SURETY IN THE PLACE OF SUCH JURISTIC PERSON AND HE/SHE SHALL BE CONCLUSIVELY DEEMED TO HAVE SIGNED THE SURETYSHIP IN HIS/HER PERSONAL CAPACITY.

23. THE OBLIGATIONS OF THE SURETY UNDERTAKEN IN TERMS HEREOF SHALL BE CONSTRUED AS BEING SEPARATE AND SEVERABLE OBLIGATIONS OF SURETYSHIP AND THE INVALIDITY OF ANY SUCH OBLIGATION OR PART THEREOF SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THE SURETYSHIP AND SHALL BE SEVERABLE THEREFROM.

24. THE LIABILITY OF THE SURETY TO THE CREDITOR UNDER THIS DEED OF SURETYSHIP WILL BE LIMITED TO A MAXIMUM AMOUNT OF R..... PLUS ALL COSTS FOR WHICH THE SURETY ACCEPTS LIABILITY IN TERMS OF CLAUSE 18 ABOVE.

SIGNED AT ON THE DAY OF..... 201.....

.....
SIGNATURE OF SURETY

AS WITNESSES:

- 1.
- 2.