



Golden Barley Garden Furniture

Hereinafter referred to as “the Supplier”

COMPANY REG. NUMBER 2004/081034/23

P.O. BOX: 400 LADYSMITH 3370 NATAL 3370 RSA

Website: www.GoldenBarley.com Email: info@GoldenBarley.com

(Hereinafter referred to as the “THE CREDITOR”)

GoldenBarley.com

High quality cast aluminium garden furniture

Evaluation / Credit Application Form

Application by

Hereinafter referred to as “the Customer”

PLEASE PRINT CLEARLY IN BLOCK LETTERS

I/We hereby make application for credit facilities and for the opening of an account with yourself. In support of the application the following particulars are supplied:

1. CUSTOMER'S DETAILS

Full business name _____

Trading name (if not the above) _____

Tick the appropriate box : A registered company A Close corporation A partnership A sole proprietor

Co. Registration number _____ VAT registration number _____

Type of business _____ Date of commencement of business _____

Street address _____

Postal address _____

Town / City _____ Postal Code _____

Telephone _____ Alternate telephone _____

Telefax _____ Email _____

Registered address _____

Do you hold a separate VAT account Yes No Website : _____

Name of parent / holding / associated / subsidiary company / ies _____

Are the premises owned by the Customer Rented If rented, please furnish the following details of the landlord.

Name _____

Postal address _____

Town / City _____ Postal Code _____

2. TRADE REFERENCES

1. Name of supplier _____ Telephone _____

Average monthly purchases _____ Terms _____

2. Name of supplier _____ Telephone _____

Average monthly purchases _____ Terms _____

3. Name of supplier _____ Telephone _____

Average monthly purchases _____ Terms _____

Does the Customer trade under any other name? Yes No If yes, please furnish details below

Trading name _____ Nature of business _____

Address _____

Name of person responsible for placing the Customer's orders _____

Position _____ Telephone number _____

Name of contact person in Customer's accounts department _____

Position _____ Telephone number _____

3. NAMES OF DIRECTORS / PARTNERS AND SECURITIES GIVEN

Name _____ Title _____ Identity number _____

Name _____ Title _____ Identity number _____

Name _____ Title _____ Identity number _____

Name _____ Title _____ Identity number _____

Name _____ Title _____ Identity number _____

Are Directors / Members / Partners prepared to sign personal guarantees? Yes No

Give details of any security given (cession of book debt, mortgage bonds, notarial bonds, personal guarantees etc.)

Names of spouses (if Customer is a partnership / private individual / sole proprietor)

Name _____ Title _____ Identity number _____

Name _____ Title _____ Identity number _____

Are spouses prepared to sign personal guarantees? Yes No

If yes, please provide details _____

Have any cessions been passed over Customer's debt? Yes No

If yes, please provide details _____

Has the Customer given security for a Bank overdraft? Yes No

If yes, please provide details _____

4 BANKER'S DETAILS

Name _____ Branch _____

Name of account _____ Account number _____

Do you intent to finance or lease the products? Yes No

5 AUDITORS / ACCOUNTING OFFICER / ACCOUNTANT DETAILS

Name _____

Address _____

Telephone number _____ Telefax _____ Email _____

Are audited financial statements available? Yes No

1. The Debtor acknowledges that, should the Creditor as a result of this Evaluation / Credit Application form grant credit facilities, and then the Creditor shall have the right to revise the terms and limits granted to the Debtor at any time without prior notice.
2. The Debtor will be given written advice of the acceptance by the Creditor of this offer to purchase on credit, and of any revision of terms and conditions. Such written advice shall be deemed to having been received by the Debtor at its' chosen *domicilium citandi et executandi* as indicated on the Evaluation Form, 7 (seven) days after mailing of such advice.
3. No product shall be manufactured /delivered unless the Creditor is provided with a written order.
4. Should the Creditor take an order from the Debtor for the specific manufacture of goods to the specifications of the Debtor, then ownership and risk shall pass to the Debtor on completion of manufacture. The Creditor shall take all due care for the custody of the goods produced, on condition that the Creditor shall not be liable for any claim for damage resulting from accidents or Acts of God.
5. The Creditor will accept no return of goods produced unless poor quality has been proved. Once the Debtor has accepted the delivery of the goods, returns will not be accepted without written authority of the Creditor, which authority shall not be unreasonably withheld.
6. Unless otherwise agreed in writing the Creditor shall accept no cancellation of an order.
7. The Debtor warrants that the staff of the Debtor responsible to sign for the receipt of goods has been duly authorised to do so by the Debtor and that no disputes will be entertained for shortages or discrepancies once Proof of Delivery documents has been signed.
8. Any request by the Debtor to increase the Credit Limit agreed to in paragraph 1 hereof will be considered by the Creditor if the Debtor completes a new Evaluation Form, and where necessary provides the Creditor with the additional required security for such revised limit.
9. Irrespective of the foregoing paragraphs, and in the case of the insolvency of the Debtor, or the Debtor failing to satisfy a Judgment of the Courts within 7 (seven) days of the Judgment being passed, all goods sold to the Debtor, which remains unpaid at the time of the aforementioned events, shall remain the property of the Creditor. The Debtor hereby authorizes the Creditor to take possession of such goods in such an event.
10. Either party shall at its election, be entitled to bring any action or proceeding to enforce its rights in terms of this agreement in the Magistrate's Court, notwithstanding that any such proceedings may otherwise have been beyond the Jurisdiction of such Court, for which purposes this Clause shall constitute the consent contemplated in Section 45 of the Magistrate's Court Act no. 32 of 1944 or any statutory modifications or amendments there of for the time being in force.
11. Should the Creditor institute any legal proceedings against the Debtor for recovery of any amounts arising out of the supply of goods by the Creditor to the Debtor as a result of non-compliance of any terms or conditions hereof, the Creditor shall be entitled to claim from the Debtor all reasonable expenses, tracing fees, legal costs on the scale as between attorney and client, including the prescribed collection commission of amounts thus recovered.
12. The laws of the Republic of South Africa shall govern this agreement.
13. Should the Creditor take legal action for the recovery of any outstanding amount owing by the Debtor, the Creditor Reserves the right to claim immediate payment of the full amount owing by the Debtors, notwithstanding the fact that a portion of the outstanding account may not yet be due in accordance with the agreed payment terms.
14. Interest at the maximum rate of 2% (two per cent) per month shall be charged on all accounts not paid on due date. Such interest shall be compounded monthly in arrears. The Debtor agrees to pay such interest on demand.

PLEASE INITIAL HERE

15. The debtor agrees that payments received shall in the first instance be credited to costs, then to interest and thereafter to the Capital amount owing.
16. The debtor accepts that all promises for delivery are made in the utmost of good faith. Late deliveries however caused, shall not give rise to any claim for damages or consequential loss suffered by the Debtor from any cause whatsoever.
17. The Debtor hereby gives the Creditor express permission to investigate or access any information, which the Creditor may require to assess the creditworthiness of the Debtor. This information may be requested from past and current suppliers, Credit Bureau or the Debtor's bank. The debtor hereby authorises any of the abovementioned sources of information to supply the Creditor with such information.
18. A certificate signed by any Manager of the Creditor authorised to do so, to indicate the amount outstanding arising out of this agreement, shall be *prima facie* proof of such amount for all purposes including Judgment and Provisional sentence.
19. Damaged goods must be reported in writing within five days of delivery , No refunds for any goods or parts returned (No Passing Credit, only replacement)

Thus done and signed at _____ by the Debtor, the signatory hereto being duly authorised to sign,

On this _____ day of _____ 20_____ in the presence of the following witnesses:

Witness: _____

Debtor - the Customer

Witness: _____

Thus done and signed at _____ by the Creditor, the signatory hereto being duly authorised to sign,

On this day _____ day of _____ 20_____ in the presence of the following witness:

Witness: _____

Creditor - the Supplier

Witness: _____

PLEASE INITIAL HERE

I AGREE TO ADHERE TO THE CREDIT TERMS OF Golden Barley WHICH ARE 30 DAYS FROM DATE OF STATEMENT AND AGREE THAT INTERST MAY BE CHARGED ON OVERDUE AMOUNTS AT THE MAXIMUM RATE OF INTEREST PERMISSIBLE BY LAW.

I THE UNDERSIGNED, _____ (FULL NAME), IN MY CAPACITY AS _____ OF THE DEBTOR HEREBY WARRANT AND CERTIFY THAT:

1. THE ABOVE INFORMATION IS TRUE AND CORRECT,
2. I AM DULY AUTHORISED BY THE COMPANY TO SIGN THIS CREDIT ACCOUNT APPLICATION FORM AND TO MAKE THESE WARRANTIES
3. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF CREDIT OVERLEAF, TO WHICH I HAVE AFFIXED MY SIGNATURE.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

ON BEHALF OF DEBTOR

DEBTOR COMPANY STAMP

PLEASE INITIAL HERE

Golden Barley Account Department use only

Account Number _____ Date Approved _____

Credit Amount _____ Ref Number : _____

Sales Representative _____ Signature: _____

Sales Manager: _____ Signature: _____

Account Manager: _____ Signature: _____

Golden Barley Garden Furniture 2004/ 081034 /23

I / We the undersigned, namely:-

1. _____
2. _____
3. _____
4. _____

Bind myself/ourselves jointly and severally to Golden Barley 2004 / 081034 / 23 (THE CREDITOR) as surety/sureties for and as co-principal debtors in solidum with each and every one of the other Sureties for the performance on demand of all obligations of whatsoever nature and howsoever arising

Which _____

_____ (full name of Company or Close Corporation), hereinafter referred to as (THE DEBTOR) may have in the past owed or may presently or in the future owe to the Creditor, hereby renouncing the benefits of excussion, division and cession of action, acknowledging that I/we know and understand/s the meaning, force and effect of such benefits.

This application will become an agreement between all the parties by acceptance signature hereunder.

SIGNED at _____ this ___ day of _____ 20_____

DEED OF SURETYSHIP

As Surety(ies):

Full Names of Surety(ies)	Signature of Surety(ies)	Date	Physical address of Surety(ies)
1.			
2.			

Full name of representative: _____

As Witnesses:

Full Names	Signature	Date	Physical address
1.			
2.			



Golden Barley Garden Furniture (Co. Reg. No. 2004/081034/23)

PO BOX: 400 Ladysmith 3370 South Africa

Website: www.goldenbarley.com

Direct Debit Mandate

Customer Name: _____

Address: _____

Name of Bank: _____

Account No. : _____

Branch Name: _____

Branch Code: _____

Account Type: _____

I _____ in my capacity as _____

Hereby authorized Golden Barley Garden Furniture to effect the drawing(s) against the above indicated accounts by way of computer processing direct debit.

I/We understand that Golden Barley Garden Furniture may not cede or assign any of its right to any third party without my written consent. This authority may be cancelled by me/us by giving Golden Barley Garden Furniture thirty days notice in writing. I / we understand that we shall not be entitled to any refund of amount which Golden Barley Garden Furniture may have withdrawn while this authority is in force, if such amounts are legally owing to Golden Barley Garden Furniture

Signed on _____ day of _____ 20_____ at _____

Signature (as per cheque signatories)

Name _____ Signature _____ ID No. _____

Name _____ Signature _____ ID No. _____



Golden Barley Garden Furniture (Co. Reg. No. 2004/081034/23)

PO BOX: 400 Ladysmith 3370 South Africa

Website: www.goldenbarley.com

Dear Sir or Madam,

RE: CREDIT APPLICATION PROCEDURES

Thank you for your interest in our products. We look forward to establishing business relations with you.

It is our policy to have prospective customers complete a credit application form before processing any orders. Accordingly, please complete the credit application form attached herewith.

Please be attentive to the following detail when completing the application to ensure timeous processing of the application.

1. Questions – all questions to be completed in black pen.
2. Documentation – all the necessary documentation requested by the credit application should be supplied e.g.:
 - 2.1 Cancelled Cheque;
 - 2.2 Company / Close Corporation / Partnership – Copy of registration papers and Membership list
3. Trade references – complete all the necessary information, as this improves accurate and timeous processing of the application.
4. Initial – all members must initial in the bottom right hand corner of every page.
5. Suretyship – must be signed and completed by all members.

If there is any uncertainty regarding the credit application, please contact Harris on 036 633 1778

To enable us to process your Account credit application, we need various documentation and information from you in order to comply with FICA and Reserve Bank regulations.

All completed forms and documentation should be faxed to our Client Services Department on 086 561 3290 and post original application form to PO BOX: 400 Ladysmith Natal 3370 Thank you!

Documents needed:

FICA and Reserve Bank Requirements

- Most recent Certificate of Incorporation (CM1)
- Most recent Notice of Registered Office and Postal Address (CM22)
- Memo and Articles of Association
- Certificate to Commence Business
- A document issued by SARS confirming the Income Tax No
- A document issued by SARS confirming the VAT number
- Copy of ID (for all Members of the Company)
- Proof of physical address for the company (Utility Account or Supplier Account)
- Proof of physical address for each member
- Company Cancelled blank cheque