



Specialised Fastener Distributor
 UPL Group (PTY) Ltd.

Application For Credit Facilities

Notes on completion of this form:

- Please send completed form for quicker processing, either via fax to +2711 626 2538, or via email to accounts@upl.co.za. However, the original signed form **MUST** be returned to us before account activation.
- Please note all information provided on this form is strictly confidential, but it will be validated.
- There is no obligation to supply all the information requested. However, it could influence your application.
- The following documentation **MUST** be submitted for an account to be considered:
 Registration Documentation Proof of Address
 Cancelled Cheque Owners/Directors Identity Documents

1. COMPANY DETAILS

Registered Name			
Trading Name			
Holding Company		Date Established	
Registration Number		VAT Number	
Type of Firm (mark with <input checked="" type="checkbox"/>)			
<input type="checkbox"/> Public Company	<input type="checkbox"/> Private Company	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop.
Nature of Business (mark with <input checked="" type="checkbox"/>)			
<input type="checkbox"/> O.E.	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Retailer	<input type="checkbox"/> Distributor <input type="checkbox"/> End User <input type="checkbox"/> Exporter

2. ADDRESSES

Registered Address			
City/Town		Postal Code	
Physical Address			
City/Town		Postal Code	
Postal Address			
City/Town		Postal Code	

3. CONTACT DETAILS

Telephone Number		Fax Number	
E-mail Address		Website Address	
Contact Person		Cellphone Number	
Accounts Contact		Cellphone Number	

4. AUDITORS DETAILS

Auditors Name		Contact Person	
Address			
City/Town		Postal Code	
Telephone Number		Fax Number	

INITIAL

5. OWNERS / DIRECTORS / MEMBERS / PARTNERS DETAILS

Full Names		Identification Number	
Residential Address			
City/Town		Postal Code	
Postal Address			
City/Town		Postal Code	
Home phone Number		Fax Number	
Cellphone Number		E-mail Address	
Full Names		Identification Number	
Residential Address			
City/Town		Postal Code	
Postal Address			
City/Town		Postal Code	
Home phone Number		Fax Number	
Cellphone Number		E-mail Address	

6. TRADE REFERENCES

Company Name		Company Name	
Contact Person		Contact Person	
Telephone Number		Telephone Number	
Average Spend		Average Spend	
Age of Account		Age of Account	
Cellphone Number		Cellphone Number	
Company Name		Company Name	
Contact Person		Contact Person	
Telephone Number		Telephone Number	
Average Spend		Average Spend	
Age of Account		Age of Account	
Cellphone Number		Cellphone Number	

7. BANKING DETAILS

Name of Bank		Branch	
Account Name		Branch Code	
Account Number		Date Opened	
Account Manager		Telephone Number	

8. PREMISES DETAILS

Owned		Leased	
Value		Name of Landlord	
Outstanding Bond		Contact Person	
Bank / Finance House		Telephone Number	
Years At Address		Period of Lease	

9. CREDIT LIMIT REQUIRED

Credit Limit Required	R
-----------------------	---

10. EMAIL STATEMENTS

Statements Via Email (mark with ☑)	E-mail Address for Statements
<input type="checkbox"/> Yes <input type="checkbox"/> No	

INITIAL

Addendum A

Deed of Suretyship

The undersigned:

Director/Partner/Proprietor/Member	Identification Number

Do hereby bind myself/ourselves jointly and severally unto one in favour of the UPL Group (Pty) Limited (hereby referred to as the %Credit Grantor+) as sureties and co-principle debtor/s in *solidum* with

Company Name

(hereinafter referred to as the %Principal Debtor+) for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditorꝯ from any cause of indebtedness howsoever arising and for the fulfilment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be *prima facie* proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrateꝯ Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select *Domicilium et Executandi*

(Address where all communications can be served / deemed to have been served)

Address			
City/Town		Postal Code	

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor on completion with the Creditor/s. Neither extension of time, indulgence or waiver afforded by the Creditor to the Principal Debtor, nor any other arrangement between them shall be prejudice or have affected to the Creditorꝯ right against me/us.

This done and signed at _____ on this the _____ day of _____ 20____

Authorised Signature		Full Name	
		I.D. Number	
Witness Signature		Full Name	
		I.D. Number	

Addendum B

Deed of Pledge

To
Robert Simes & Richard Simes
 of
The UPL Group (PTY) Limited
 (Hereinafter referred to as %uPL%)

The undersigned:

Director/Partner/Proprietor/Member	Identification Number

(Hereinafter referred to as %he Pledgor%) hereby pledge to UPL

In this document the use of the singular includes the plural and vice versa; wherever applicable or appropriate the use of any one gender includes all other genders. %uPL" means UPL Group (PTY) Ltd. and any successor in title to you of the pledge of

Items to be pledged, i.e. vehicles, machines, etc.	

and corresponding pronouns shall have corresponding meanings.

The pledge herein recorded shall operate as a continuing covering security in favour of UPL as for such sum or sums of money as the Pledgor may now or hereafter owe or be indebted to UPL from whatsoever cause arising and (without prejudice to the generality of the afore going) whether such indebtedness be a direct or indirect or contingent liability and whether any debt or liability is due or not and whether such indebtedness or liability be incurred by the Pledgor individually or jointly with others or by any firm in which the Pledgor or any one or more of the Pledgor have or hold or may hereafter have or from the release or setting aside of security whether by agreement with the depositors thereof or with any other person or under the provisions of the laws relating to insolvency or liquidation in force from time to time or suretyships or guarantees given or to be given by the Pledgor to UPL on behalf of third parties from time to time or guarantees given or to be given by UPL on the Pledgor's behalf, or from any other similar or dissimilar cause of indebtedness whatsoever including without prejudice to the generality of the afore going discounts, commission, legal costs on a scale as between an attorney and his own client, stamps, interest at prime, as determined by the companies bankers, plus two percent, collection charges of MC van Dyk and Associates and all other necessary or usual charges and expenses, damages and statutory compensation. The total amount secured by this pledge and accordingly recoverable hereunder from the Pledgor shall be co-extensive with our total liability to UPL.

The Pledgor warrants to UPL:

- that the Pledgor is the owner of the said pledged goods hereby pledged and ceded;
- that the Pledgor hold the same free of all options, encumbrances, prior cessions and other obligations.

The Pledgor hereby constitutes UPL irrevocably and in *rem suam*, with power of substitution, as the Pledgor's agent to execute all such documents and do all such other things as may in UPL's discretion be necessary to give due and proper effect to the terms hereof, particularly on the Pledgor's default after due notice to take all steps to levy execution against the said pledged goods and for the realisation in terms thereof.

This done and signed at _____ on this the _____ day of _____ 20____

Authorised Signature		Full Name	
		I.D. Number	
Witness Signature		Full Name	
		I.D. Number	

Terms and conditions

I/We apply for credit facilities to be granted to me/us by your company in respect of goods to be supplied and/or services to be rendered, upon the following terms and conditions:

1. Notwithstanding the granting of credit facilities to me/us, you shall be entitled at any time, and in your sole discretion to withhold such facilities and require repayment for any account.
2. I/We undertake to pay any account within a period of thirty (30) days from date of statement on which credit was granted.
3. I/We agree to pay interest on all overdue accounts at the rate allowed in terms of the National Credit Act from date of statement. I/We also agree that a certificate issued by a director of your company, or MC van Dyk and Associates setting out the applicable rate and amount of interest, as also verifying any amounts owing by me/us, shall be good and sufficient proof of the content thereof for all purposes, including any application for judgement or summary judgement in any competent court or in respect of any collection charges by our appointed representative.
4. I/We undertake to pay all legal costs incurred in connection with the recovery of any account due by me/us, including all collection charges as specified by MC van Dyk and Associates from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account.
5. I/We agree that the physical trading address given shall be my/our domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.
6. I/We agree that in the event of a dispute arising from this agreement:
 - 6.1. You will have the option to have the dispute arbitrated by an arbitrator appointed either by agreement or by the President of the Association of Arbitration in accordance with the provisions of the Arbitration Act No. 42 of 1965.
 - 6.2. That in any court action arising from this agreement, I/we agree and consent (in terms of Section 45 of the Magistrates Court Act 32 of 1944 as amended) that you may at your discretion, institute such action in the jurisdiction of the relevant Magistrates Court, notwithstanding that the amount of the claim may exceed such jurisdiction.
I/We further agree that this constitutes consent in writing to the jurisdiction of the Magistrates Court as contemplated by the Magistrates Court Act No. 32 of 1944 as amended.
7. I/We undertake to notify you within seven (7) days of any change of address.
8. No addition to, variation or cancellation of this agreement shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, I/we agree that any term or condition which may be contained on any order, written or verbal, and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by both yourselves and ourselves and which has been prepared specifically for the purpose of varying the terms of these conditions.
9. I/We hereby agree that I/we shall not be entitled to withhold payment of your account for any reason whatsoever.
10. I/We agree that ownership of the goods will not pass to ourselves until we have paid in full for them.
11. Any discount offered or allowed by you to ourselves is always subject to payment within thirty (30) days of statement, failing which any discount agreed falls away.
12. In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes the UPL Group (PTY) Limited (hereinafter referred to as "UPL") to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
13. All prices are subject to change without prior notice.
14. The Customer agrees that neither UPL nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer nor shall the Customer be entitled to resile from any contract on those grounds. It is the sole responsibility of the Customer to determine that the goods ordered are suitable for the purpose of intended use.
15. All orders and variations are subject to these terms and conditions. Only written orders and variations will be accepted by UPL. This notwithstanding, UPL may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. UPL, however, reserves the right to refuse delivery of any order until placed in possession of a written order form.
16. The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects
17. The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them, but they shall be treated as approximate only and shall not be made the essence of the contract.

Conditions applicable to the granting of credit

1. The undersigned does hereby warrant that the above information is true and correct. Furthermore, that the undersigned is duly authorised to complete and sign this form on behalf of the applicant.
2. The undersigned warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.
3. It is also agreed that the company may use any means to verify the information contained in this document.
4. It is agreed that the undersigned, being duly authorised to represent the applicant, accepts the terms and conditions of this document as well as those as set out above entitled "Terms and conditions", as amended from time to time.

This done and signed at _____ on this the _____ day of _____ 20____

Authorised Signature		Full Name	
		I.D. Number	
Witness Signature		Full Name	
		I.D. Number	

««« For office use only »»»

Bank Code		1st Trade Reference	
Amount Applied		2nd Trade Reference	
Date Obtained		3rd Trade Reference	
Remarks		4th Trade Reference	

Notes related to the completion of the points allocation form

- For every category where all details are completed, add one point
- Where any information is missing, allocate no points
- Add additional criteria points as given below under %Criteria+

SECTION	CRITERIA	POINTS ALLOCATED
1. Company Details	Operating more than 2 years add 5 points	
2. Addresses	No extra points	
3. Contact Details	Has website add 2 points	
4. Auditors Details	No extra points	
5. Owner/Director Details	Copy of ID☐ add 10 points	
6. Trade References	More than 2 years trading add 5 points	
7. Banking Details	Account more than 2 years add 30 points	
8. Premises Details	Add extra 10 points if property is owned	
9. Credit Limit Required	No extra points	
10. Email Statements	If %es+add 5 points	

Deed of Suretyship / Deed of Pledge	If completed and signed add 50 points	
Operating longer than 5 years	Allocate an additional 30 points	
Is this a well-known company?	If in your opinion, yes, then add an additional 10 points	
Bank Code	If %☐+or better add 15 points	
Trade References	All positive ad 15 points	

Total number of points earned	
--------------------------------------	--

Below 60 = High risk
 50 to 120 = Medium risk
 Above 140 = Low risk

Credit Limit Authorised	R	Proposed Account #:	
--------------------------------	----------	----------------------------	--

Authorised by: Signature		Credit Limit Authorised	R
		Authorised by: Name	
		Date Authorised	