



Allied Steelrode (Pty) Ltd

Registration Number: 2012/173965/07

Physical Address: Corner Of Waterstof And Vereeniging Road

## APPLICATION FOR CREDIT FACILITIES & SURETYSHIP

### COMPANY DETAILS

Company Name			
Trading name			
Company type			
Registration Number		VAT registration number	

### TRADING TERMS

Credit limit applied for		Trading terms (days from statement)	30/60/90 Days
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### CONTACT DETAILS

Company phone number			
Primary contact person			
Telephone number		email	
Billing contact person			
Telephone number		email	

### ADDRESS DETAILS

Postal address			
Physical address			
Landlord contact details			

### DISCLOSURE IN TERMS OF SECTION 4 OF THE NATIONAL CREDIT ACT, 2005 ("THE ACT") AND THE CONSUMER PROTECTION ACT, 2008.

The applicant's annual turnover on the date of signing this application for credit

Exceeds R1 million

Is less than R1 Million

The applicant's asset value on the date of signing this agreement

Exceeds R1 million

Is less than R1 million

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**BANKING DETAILS**

<b>Account holder name</b>	
<b>Bank name</b>	
<b>Branch name</b>	
<b>Branch code</b>	
<b>Account number</b>	
<b>Account type</b>	

**TRADE REFERENCES**

<b>Trading name</b>	<b>Contact person</b>	<b>Contact details</b>	<b>Average spend</b>

<b>Directors/Trustees or Partners</b>		
<b>Fullname</b>	<b>Identity number</b>	<b>Address</b>

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## SIGNATURE PROVISIONS

I/We the undersigned, warrant that the information given above is true and correct and that I/we have the authority to represent the Applicant. I/We have read and understood the Allied Steelrode (Pty) Ltd Trading Terms and Conditions, which terms and conditions will govern all transactions between the Applicant and Allied Steelrode (Pty) Ltd ("the Company").

In the event that a notification is received purporting to communicate that the Company has changed its banking details (even if it purports to emanate from the Company), the Applicant will be responsible for validating the correctness of the communication directly with the Company. Any payments made into a banking account other than the Company bank account, will be at the sole risk of the Applicant and will not be credited to the account of the Applicant.

Signed at \_\_\_\_\_

on this the \_\_\_\_\_

As witnesses

Full name \_\_\_\_\_

1. \_\_\_\_\_

Signature \_\_\_\_\_

2. \_\_\_\_\_

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**DEED OF SURETYSHIP**

I, the undersigned, do hereby irrevocably bind myself as surety and co-principal debtor in solidum in favour of Allied Steelrode (Pty) Ltd , its successors in title and assigns, for the due fulfillment by the Applicant of all of its obligations to Allied Steelrode (Pty) Ltd , its successors in title and assigns, howsoever arising, whether already incurred or which may from time to time hereafter be incurred. This is a continuing guarantee and my liability hereunder shall not be affected by any indulgence granted to the Applicant by Allied Steelrode (Pty) Ltd . I hereby renounce the benefits of the legal exceptions non causa debiti, excussion, division and cession of action and choose domicilium citandi et executandi for all purposes at the address set out under my signature hereunder. I agree to pay all legal costs on the scale as between attorney and client in the event that Allied Steelrode (Pty) Ltd , its successors in title and assigns having to enforce the terms of this Suretyship.

This Suretyship is not conditional upon the happening of any event, including without limitation, either the signature of any other surety or the granting of any credit facilities.

I irrevocably agree and undertake that the approval of any business rescue plan in terms of the provisions of Chapter 6 of the Companies Act, 2008, will neither compromise nor discharge the amount due by me to Allied Steelrode (Pty) Ltd , or any part thereof and I agree that I shall remain liable to Allied Steelrode (Pty) Ltd for the full amount of the debt owed by the Applicant to Allied Steelrode (Pty) Ltd prior to such approval of the business rescue plan.

**Signed at** \_\_\_\_\_ **Date signed** \_\_\_\_\_  
**Full name** \_\_\_\_\_ **ID / Passport** \_\_\_\_\_  
**Domicile** \_\_\_\_\_ Physical address of surety required under domicile

<p><b>Signature</b> _____ For applicant</p>	<p><b>Witnesses</b> 1. _____ 2. _____</p>
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**Signed at** \_\_\_\_\_ **Date signed** \_\_\_\_\_  
**Full name** \_\_\_\_\_ **ID / Passport** \_\_\_\_\_  
**Domicile** \_\_\_\_\_ Physical address of surety required under domicile

<p><b>Signature</b> _____ For applicant</p>	<p><b>Witnesses</b> 1. _____ 2. _____</p>
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**TRADING TERMS AND CONDITIONS**  
**ALLIED STEELRODE (PTY) LTD ("the Company")**

**1. Application of Conditions**

The Customer agrees that all goods supplied by the Company and/or services rendered by the Company are subject to the conditions contained herein and such other conditions, which may appear on the Tax or Commercial Invoice and/or Waybill of the Company. No variation or alteration of such conditions shall be effective unless reduced to writing and signed by a duly authorised director or manager of the Company. No indulgence granted by the Company shall constitute a waiver of any of the Company's rights. The "Applicant" who makes application for credit facilities to the Company is referred to in these terms and conditions as "the Customer".

**2. Payment Terms**

- 2.1. Unless otherwise stated in writing by the Company, the Customer shall pay the amount reflected on the Tax or Commercial Invoice at the offices of the Company either on order, or, if the Customer is a credit approved customer, within 30 (thirty) days from the end of the month in which a Tax or Commercial Invoice is issued by the Company to the Customer.
- 2.2. Interest on overdue accounts shall be charged at 15% (fifteen percent) per annum from the due date until the date of payment.
- 2.3. The Customer is not entitled to set off any amount due by the Customer to the Company against any amount that the Customer contends is due by the Company to the Customer, without first having obtained the Company's prior written consent.
- 2.4. Payment will only be credited to the Customer's account once the amount is cleared into the Company's bank account. Any payments made into an incorrect bank account, or any cheques that are lost in the post, will not discharge the Customer's liability.
- 2.5. The Customer agrees that the amount due and payable to the Company, including interest may be determined and proven by a Certificate issued and signed by a director of the Company, which Certificate shall be *prima facie* proof of the Customer's indebtedness to the Company.
- 2.6. No discount on the purchase price of any products shall be allowed unless specifically agreed to by the Company in writing and subject always to the condition that should the price not be paid on or before due date, the Company shall be entitled to disallow and recoup such discount.
- 2.7. Should the Customer have a valid reason to dispute an entry raised on the Tax or Commercial Invoice, it shall do so within 14 (fourteen) days of the date of the Company's invoice to the Customer, failing which such entry shall be deemed to be correct and payable in terms of Clause 2.1 above.

**3. Orders**

All orders or variations to orders, whether oral or in writing, shall be binding on the Customer and subject to these terms and conditions and the Customer shall be estopped from denying the validity of such order notwithstanding that it may have been given or signed by a person not authorised by the Customer.

**4. Quoted Prices**

All prices quoted by the Company are subject to any increase in the cost price, including increases pursuant to currency fluctuations occurring before dispatch of the goods by the Company to the Customer.

**5. Delivery**

- 5.1. In the case of the export of goods to customers outside the Republic of South Africa, delivery and risk shall be governed by the Incoterms specified on the Commercial invoice of the Company.
- 5.2. In all other instances, unless otherwise agreed to in writing by the Company:
  - 5.2.1. Delivery to the Customer takes place at the place of business of the Company, and *prima facie* proof of delivery to the Customer can be by means of an original/copy of:
    - 5.2.1.1. the Company's delivery note signed by the Customer; or
    - 5.2.1.2. proof of delivery to any transporter if the goods are railed or transported to the Customer by a third party.
  - 5.2.2. In the case of 5.2.1.2 above, the transporter is deemed to be the Customer's agent and the

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Customer authorises the Company to engage such third party to transport the goods to the Customer on such terms as the Company deems fit. The Customer indemnifies the Company against any claims that may arise from such agreement with the third-party transporter.

- 5.2.3. All deliveries are subject to the availability of the goods and the Company shall be entitled, in its sole discretion, to split delivery of the goods ordered by the Customer in the quantities and on the dates that it decides and to invoice them separately to the Customer.
- 5.2.4. Any date indicated by the Company for delivery of the goods shall be regarded as an estimated date of delivery and does not constitute a contractual obligation. The Company shall not be liable for any loss or damage of whatsoever nature incurred or connection with any late, incorrect, partial or non-delivery. The Company will make every endeavor to deliver timeously but the Customer shall not be entitled to cancel or repudiate this agreement or claim damages for consequential loss or otherwise or refuse to accept delivery or part delivery on the grounds of delay in the delivery of the order, or any part thereof, for any cause whatsoever.
- 5.2.5. The Customer shall:
- 5.2.5.1. shall ensure that the Company's delivery vehicles have full and free access to the points of delivery on site;
  - 5.2.5.2. shall ensure that routes to and from the points of delivery on site are safe and suitable for the Company's delivery vehicles;
  - 5.2.5.3. shall ensure that vehicles are off-loaded by the Customer at the desired point on the site, and in the event of the product being off-loaded at an incorrect point, the Company shall not be liable for any loss arising therefrom, whether direct, consequential, special or general;
  - 5.2.5.4. accepts responsibility for the means or method adopted for the handling, placing, storage and consolidation of products after discharge from the delivery vehicle and for lack of quality, fault or failure of materials resulting from the handling, placing or consolidation of the products;
  - 5.2.5.5. bears the sole and absolute risk for any loss or damage, whether direct or consequential to the Company's vehicle and/or the Company's machinery and equipment brought onto the delivery site;
  - 5.2.5.6. indemnifies the Company, its agents and employees and holds each of them harmless against any loss, damage or liability sustained or incurred by the Company, its agents or employees arising from any cause whatsoever while the Company's vehicle is on the Customer's site.
- 5.2.6. Should the Customer fail to remove any goods from the Company's premises, the Company shall be entitled store the same at the Customer's risk and the Customer shall pay to the Company on demand the reasonable costs thereof including storage and insurance.
- 5.2.7. Should the Customer purchase special goods (ie any goods which are not included in the Company's then current price list) the Customer will accept whatever quantity is delivered providing it is within 10% (more or less) than the quantity purchased, without any adjustment to the purchase price.
- 5.2.8. The Company shall have the right to cancel a Customer's order where the Company is unable to supply and deliver the goods due to *force majeure* from any cause beyond the control of the Company, including, but not limited to, inability to secure labour, power, materials or supplies, or by reason of an act of God, or civil disturbance, riot, state of emergency, strike, lockout, labour disputes, fire, flood, drought or legislation.

## 6. **Risk**

Risk in the goods shall pass to the Customer on delivery of the goods to the Customer as defined in Clause 5, but ownership in the goods shall remain vested in the Company until the purchase price has been paid in full. The Company reserves the right to inform the end user or the owner of the premises in which the goods are situated of its claim to ownership. The Customer undertakes to insure the goods until fully paid for.

## 7. **Guarantees, Warrantees, Damaged Goods and Incorrect Deliveries**

- 7.1. To be valid, any claims under the Manufacturer's guarantee or for damaged goods or incorrect deliveries shall be supported by the original Tax/Commercial Invoice or export documents (where applicable).

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- 7.2. Subject to clause 7.1 above, claims in respect of incorrect deliveries or damaged goods will only be considered if made in writing within 7 (seven) days of delivery of the goods, after which time the Customer shall be deemed to have received and accepted the goods in good order and in full compliance with the orders placed.
- 7.3. Any warranty as to quality or freedom from latent defects of the goods sold or fitness for any particular purpose or otherwise is hereby excluded. The Company shall not be under any liability whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any misuse or abuse of the goods.
- 7.4. The Company shall not be liable to the Customer for consequential losses, howsoever arising.

## 8. **Breach**

- 8.1. Should the Customer fail to make payment on due date in terms of Clause 2 hereof, or should the Customer commit any other breach of its obligations hereunder, then the Company shall have the option to either:
- 8.1.1. Claim from the Customer all sums owing to the Company, whether then due and payable or not, which sums will then immediately become due and payable, the Customer forfeiting all discounts on the goods sold; or
- 8.1.2. Without prejudice to any other remedy the Company may have in terms of these conditions, or by law, to cancel the contract with the Customer, retake possession of the goods supplied and not paid for and recover all amounts already due by the Customer as well as damages it may have suffered by reason of the Customer's breach. To give effect thereto, the Customer irrevocably authorises the Company to enter its premises to repossess its goods supplied and not paid for.
- 8.2. Subject to the provisions of Clause 8.1, if execution is levied upon the Customer's assets or should the Customer make any offer of compromise with its creditors or commit any act of insolvency, or if it is a limited liability Company or Close Corporation, an application for the Customer's liquidation is made, the Company shall have the right to forthwith terminate the contract with the Customer without prejudice to any claim and remedies the Company might have against the Customer for payment of the amounts already due prior to cancellation and damages suffered by the Company by virtue of the Customer's breach.

## 9. **Cession of Book Debts**

- 9.1. The Customer does hereby irrevocably and in rem suam cedes, pledges, assigns, transfers and makes over unto and in favour of the Company, all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomever (the Customer's debtors) without exception, as a 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 Customer to the Company from whatsoever cause or obligation howsoever arising which the Customer may be or become bound to perform in. Should it transpire that the Customer at any time 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, then this cession shall operate as a cession of all the Customer's reversionary rights. Notwithstanding the terms of the foregoing cession, the Customer shall be entitled to institute action against any of its debtors provided that all sums of money which the Customer collects from its debtors shall be collected on the Company's behalf and provided further that the Company shall at any time be entitled to terminate the Customer's right to collect such monies/debts.
- 9.2. The Customer agrees that the Company shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Customer's debtors. The Customer further agrees that the Company shall, at any time, be entitled to inspect any of the Customer's books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.

## 10. **General**

- 10.1. In the event that the Company renders any services to the Customer, these terms and conditions shall also regulate the provision of such services by the Company to the Customer.
- 10.2. The Customer hereby consents to the Company:
- 10.2.1. performing a credit search on the Customer's record, as well as the record of its directors and/or its owners, with one or more of the registered Credit Bureaux when assessing the Customer's Application for Credit (and at any other time in the Company's discretion);

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- 10.2.2. recording the existence of the Customer's account with any Credit Bureau; and/or
- 10.2.3. recording and transmit details of how the Customer has performed, and how the account is conducted by the Customer in meeting its obligations on the account.
- 10.3. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to the Company, and details of its account with the Company is conducted may be disclosed to any other creditor of the Customer or any registered Credit Bureaus, after 21 (twenty-one) days' notice having been given to the Customer.
- 10.4. In the event that there is a change of the legal entity or the name or ownership under which the account and credit facilities are being used, the Customer undertakes to notify the Company in writing thereof by registered post within 7 (seven) days from the date when the change takes effect. In the event that any party that acquires the business of the Customer continues to utilise the Customer's account without the aforesaid written notice having been provided to the Company, the Customer indemnifies the Company against any non-payment by such purchaser.
- 10.5. Should the Customer be domiciled outside the republic of South Africa, this Agreement and all contracts of sale between the Customer and the Company shall be governed and interpreted in accordance with the laws of the Republic of South Africa and the South African Courts shall have sole jurisdiction in respect thereof.
- 10.6. In the event of it being necessary for the Company to instruct its attorneys as a result of any breach of these conditions by the Customer or to recover any amounts owing by the Customer to the Company, the Customer agrees to pay for all legal costs on the attorney and client scale inclusive of collection commission, tracing charges, validation fees and stamp duties on any form of security the Company may require from the Customer.
- 10.7. The Customer shall notify the Company in writing by registered post within fourteen days of any changes of any of the information set out in the Application for Credit Facilities.
- 10.8. The granting, continuation and termination of the credit facilities if any, shall be within the sole discretion of the Company. The Company furthermore reserves the right to suspend deliveries, to cancel any undelivered portion of any order or to impose such other conditions as to security and terms of payment as it deems fit.
- 10.9. The Customer chooses its business address appearing in the Application for Credit Facilities as its chosen *domicilium citandi et executandi*. The Customer hereby consents to the receipt of any notices that may be sent by email, at the email address inserted on the front page of this application.
- 10.10. In these terms and conditions, unless the context otherwise requires, words importing the masculine gender shall include the feminine gender and words importing to the singular shall include the plural and vice versa.
- 10.11. The invalidity of any clause or part thereof of these terms and conditions will not affect the validity of the rest of the terms and conditions.
- 10.12. The Customer warrants that, as at the signature date of this application, it is not in business rescue in terms of Chapter 6 of the Companies Act 2008 ("business rescue") and has not made any application to be placed under business rescue. Furthermore, the Customer warrants that it does not have any intention of making application for business rescue and is not aware of any current or pending circumstances relating to the business that could give rise to an application for business rescue.
- 10.13. The Customer agrees that in the event that the Customer is placed under business rescue the conclusion of any compromise of the debt under such approved business rescue plan will not reduce the liability of any person or entity that has signed surety for the debts due by the Customer to the Company and such surety shall remain liable for the full amount of the debt that was due before such compromise, notwithstanding that it is acknowledged, agreed and understood by the Customer that the surety may be entitled to have recourse against the Customer for amounts paid by the surety to the Company pursuant to such suretyship.
- 10.14. It shall be within the discretion of the Company as to whether to proceed against the Customer in the Magistrates Court or the High Court, having regard to the following in terms of Section 45 of the Magistrate's Court Act 1944, as amended, the Customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against it by the Company in terms hereof.
- 10.15. To the extent that the Customer is either a natural person or a juristic person with both an asset value and a turnover that is less than the threshold and a credit facility is granted by the Company to the Customer of less than R250,000.00, then the provisions of clause 2.2 of these terms and conditions will not be of application to such Customer.

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**AGREEMENT REGULATING ACCESS, PROCESSING & STORAGE PERSONAL INFORMATION IN  
TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT ("POPIA")**

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**ALLIED STEELRODE (PTY) LTD** Registration Number **2012/173965/07** ("the Company") is committed to compliance with the Protection of Personal Information Act. No. 4 2013 ("POPIA").

In this agreement, the following words bear the meanings associated with them below:

**"Personal Information"** means information relating to an identifiable, living, natural person, including:

- 1) Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureaux or from CIPC (the Companies and Intellectual Property Commission);
- 2) Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; and/or
- 3) The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person.

**"Data Subject"** means each director of the Customer and each shareholder of the Company that is a natural person.

**WHEREAS:**

In the course of the Company's customer verification and credit vetting processes, the Company will collect and process Personal Information related to Data Subjects. The Company may also share such information *inter alia* with third parties that provide credit insurance, credit vetting services, collection services and finance.

The Company is committed to ensuring that any processing of Personal Information related to Data Subjects is limited to the express purposes of opening and management of an account for the Customer and that such processing is compliant with POPIA.

**IT IS HEREBY AGREED THAT:**

1. The Customer consents to the Company:
  - a. performing a credit search on the Customer's record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaux when assessing the Customer's Application for Credit (and at any other time in the Company's discretion);
  - b. recording the existence of the Customer's account with any Credit Bureau;
  - c. transmitting any information pertaining to the Company and to any Data Subject to: (a) any third party that provides credit vetting services, (b) credit guarantee insurance providers and brokers, (c) collection service providers; and (d) entities that provides financing to the Company, (hereinafter referred to as **"Approved Third Parties"**), and to any such Approved Third Party in turn conducting its own Credit Bureaux and other credit vetting and debt collection processes; and/or
  - d. recording and transmitting details of how the Customer has performed and how the account is conducted by the Customer in meeting its obligations on the account, including to a Credit Bureaux and the Company's credit insurers.
2. The Customer acknowledges and agrees that any information regarding its credit worthiness, defaults in payment to the Company, and details of its account with the Company is conducted may be disclosed to any other creditor of the Customer, to Approved Third Parties, and, to any registered Credit Bureaux after 21 (twenty-one) days' notice having been given to the Customer.
3. The Customer consents to the collection, processing and storage of Personal Information by the Company related to Data Subjects, for the purposes of both the opening and ongoing management of a customer account.
4. The Customer warrants and represents that:
  - a. it has concluded a contract with each Data Subject; and that in terms of such contract, the Customer has obtained the consent from such person to the processing of Personal Information by suppliers and Approved Third Parties, in the credit vetting process; and
  - b. the processing of Personal Information by the Company is necessary for the legitimate interests of the Company *inter alia* in the Company's credit vetting, credit management and funding processes.

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5. The Customer warrants that all Personal Information supplied to the Company is accurate, up to date, is not misleading and that it is complete in all respects.
6. The Customer undertakes to immediately advise the Company of any changes to the relevant Personal Information of a Data Subject, but not limited to, a change of ownership or control in the Customer.
7. The Company undertakes:
  - a. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by the Company will be limited to the purposes set out herein and will not be excessive;
  - b. not to disclose the Customer's Personal Information unless: (a) it is legally or contractually required or for its legitimate business purposes, or (b) permitted in terms of this agreement, including to Approved Third Parties; and
  - c. to use reasonable efforts in order to ensure that Personal Information related to Data Subjects in its possession or processed on its behalf is:
    - i. kept confidential;
    - ii. stored in a secure manner; and
    - iii. processed in terms of the provisions of POPIA, and, for the purposes for which the Company has been authorized;
  - d. to take reasonable steps to identify risks associated with the processing of the Customer's information and establish safeguards against any such identified risks; and
  - e. to take reasonable steps to ensure that the Customer is notified in the event of a breach of the confidentiality of the Customers Personal Information.
8. The Customer has a right to lodge a complaint with the information Regulator if the Customer is of the view that its rights in terms of POPIA have been breached. The contact details of the information Regulator are:
  - Telephone Number: 010 023 5200
  - Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
  - E-mail Address: [enquiries@info regulator.org.za](mailto:enquiries@info regulator.org.za)

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