

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

Please complete this application form on your PC using Adobe Reader (or similar) before printing.  
Once printed, please sign and return via email.

**The following documentation must accompany this application:**

- Certified copy of ID document for all Directors/Members/Partners or Trustees
- Certified Copy of SARS VAT registration
- Proof of physical address (Utility bill)
- Certified Copy of company registration documents from CIPRO (CIPC)
- Proof of bank account (cancelled cheque/letter from the bank)

We, \_\_\_\_\_ (hereinafter referred to as "THE COMPANY") hereby make application for credit facilities for the opening of a 30 day account with Lancom Infrastructure, registration no. 2005/061289/23 (hereinafter referred to as "LANCOM INFRASTRUCTURE"). In support of this application, the following information is furnished:

**COMPANY DETAILS**

Sole proprietor	Partnership	Public Co.	Closed Corp.	Private Co.	Trusts
Registered name:			Registration No:		
Trading name:			VAT number:		
Registered address:			Nature or business:		
			Date business commenced:		
			Telephone No:		
Period at current address:			Fax No:		
Period at current address:			Email Address:		

**DIRECTORS/PARTNERS (Certified ID copies must be attached)**

Full Name:	Residential address:
ID number:	
Type of member:	
Email address:	
Telephone number:	Period at current address:
Full Name:	Residential address:
ID number:	
Type of member:	
Email address:	
Telephone number:	Period at current address:
Full Name:	Residential address:
ID number:	
Type of member:	
Email address:	
Telephone number:	Period at current address:

**ACCOUNTS DEPT. CONTACTS**

Accounts contact person:	Telephone number:
Accounts email address:	Cell phone number:

**BANK DETAILS**

Bank name:	Account number:
Branch code:	Account type:

**BUSINESS/TRADE REFERENCES** Please provide three trade references.

Company name:	Telephone number:
Contact person:	Credit limit:

Company name:	Telephone number:
Contact person:	Credit limit:

Company name:	Telephone number:
Contact person:	Credit limit:

**CREDIT LIMIT**

Required Credit:	<i>(Credit your company will require per month i.e. 1st month –R5,000 2nd month R5,000 Total Credit required is R10,000)</i>
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**DECLARATION**

I/we the undersigned warrant the veracity of the above information and we agree that should Credit be granted, LANCOM INFRASTRUCTURE’S trading terms of 30 days nett from date of statement shall Apply and be binding on the company.

Signatory’s Name:	_____
Signatory’s Designation:	_____
Signatory’s ID number:	_____
Signed on behalf of Applicant:	_____ Date: _____

## TERMS AND CONDITIONS

1. THE COMPANY agrees that (a) this contract represents the entire agreement between the parties and that no alterations or additions to this contract may be effected unless agreed to by both parties and reduced to writing and signed by both parties: (a) that this agreement will govern all future contractual relationships between the parties: (b) is applicable to all existing debts between the parties.
2. THE COMPANY hereby acknowledges that he has read and understood each term of this agreement and accepts them as binding.
3. THE COMPANY warrants that the signatory on page3 has been duly authorized to contract on its behalf.
4. Should THE COMPANY cancel any written or oral order, THE COMPANY shall be liable for 10 percent of the selling price of items in stock by LANCOM INFRASTRUCTURE and for full price on non-stock items.
5. In case of any repairs undertaken by LANCOM INFRASTRUCTURE, repair times are merely estimates and are not binding on LANCOM INFRASTRUCTURE.
6. Orders will be delivered when possible to THE COMPANY. Delivery out of the area will be delivered by carrier, for which THE COMPANY accepts liability based on the carrier's signature.
7. LANCOM INFRASTRUCTURE warrants that the products are fit for the general purpose for which they are sold and guarantees the products against faulty workmanship or materials for twelve months from the date of delivery. Under no circumstances will LANCOM INFRASTRUCTURE be liable for damage arising from the misuse or abuse of the product.
8. THE COMPANY is responsible for returning faulty goods at his own cost to LANCOM INFRASTRUCTURE. Under no circumstances will LANCOM INFRASTRUCTURE be liable for consequential damages.
9. THE COMPANY has no right to withhold payment except on short deliveries.
10. In case of split deliveries, payment is due with the first delivery and THE COMPANY shall not be entitled to cancel the subsequent deliveries due to late delivery.
11. THE COMPANY agrees to pay the amount on invoice (a) on delivery; or (b) if THE COMPANY is an Approved Applicant within fourteen days and/or thirty days of date of the statement by LANCOM INFRASTRUCTURE at the offices of LANCOM INFRASTRUCTURE.
12. **NO settlement discounts are given**
13. THE COMPANY hereby agrees that any item handed in for repairs may be sold by LANCOM INFRASTRUCTURE to defray the cost of such repairs if the item remains uncollected within thirty days of the repair being completed and notice of 30 days was given. Notice will be considered served so long as it was put in writing to THE COMPANY whether it was emailed, faxed and/or sent via registered mail.
14. THE COMPANY agrees that the amount due and payable to LANCOM INFRASTRUCTURE shall be proved by the certificate issued by LANCOM INFRASTRUCTURE and signed on its behalf by a duly authorized person. Such certificates shall be binding and shall be conclusive proof of the indebtedness of THE COMPANY, and shall be liquid document for the purpose of obtaining summary judgement herein.
15. THE COMPANY accepts all documentation will be emailed to the supplied address. If postage is requested, THE COMPANYS statement shall be deemed to have been presented seven days after the date appearing on the statement.
16. Should the purchaser default on payment terms allowed and granted, LANCOM INFRASTRUCTURE intent to levy "moiré" interest, at the rate allocated for this year, at the national annual budget speech, currently being 9% per annum, in full compliance with National Credit Act regulations."
17. THE COMPANY agrees that the interest is due and payable immediately when charged.
18. THE COMPANY agrees that if an account is not settled in full (a) against delivery; (b) within thirty days of the date of the statement in the case of approved application, THE COMPANY consents to judgement being granted against them, after due delivery of a Letter of demand accompanied by a certificate of indebtedness, in favor of LANCOM INFRASTRUCTURE and in accordance with Section 58 of the Magistrate's Court Act, at the sole expense of THE COMPANY. For purpose hereof, "a certificate of indebtedness" is a certificate signed by a manager of LANCOM INFRASTRUCTURE, whose authorization needs not to be proven, confirming the debt outstanding by THE COMPANY, which certificate shall serve as prima facie proof of the indebtedness of THE COMPANY to LANCOM INFRASTRUCTURE."
19. All goods supplied by LANCOM INFRASTRUCTURE remains the property of LANCOM INFRASTRUCTURE until such goods have been fully paid for. THE COMPANY is not entitled to sell any unpaid goods without the prior written consent of LANCOM INFRASTRUCTURE.
20. THE COMPANY agrees that neither LANCOM INFRASTRUCTURE nor any of its employees will be liable for any negligent or innocent misrepresentations made to THE COMPANY.
21. LANCOM INFRASTRUCTURE shall have the right to institute any action in either the Magistrates Court or Supreme Court at its sole discretion.

22. All quotes will remain valid for a period of seven days.
23. In the event of any default by THE COMPANY of any provision of this agreement, THE COMPANY hereby gives consent and authorizes LANCOM INFRASTRUCTURE to furnish the name, credit record of the repayment history of THE COMPANY to any credit bureau as a delinquent debtor, it is also agreed that LANCOM INFRASTRUCTURE may use any means to verify the information contained in this document.
24. Each page of the credit application MUST be initialed and as well as all corrections that have been made on the application.
25. THE COMPANY agrees that the account will be reviewed should there be no purchases made within a 12-month period.
26. The original Credit application and all original certified copies must to be sent back via registered post or hand delivered to the offices of LANCOM INFRASTRUCTURE, failure to do this will result in account not being opened.

**ACCEPTANCE Please print document before signing**

**I/we the undersigned hereby declare that I am duly authorized to sign this document on behalf of THE COMPANY and that all its directors/trustees/members are fully aware of me signing this document and that I, THE COMPANY and all directors/trustees/members hereby accepts the Terms and Conditions from LANCOM INFRASTRUCTURE as set out in this document.**

I/We, THE COMPANY and directors/trustees/members hereby:

- a) Accept that I/we and THE COMPANY shall be responsible for all costs (incl. attorney and client fees where applicable) involved in the recovery and any overdue amount owed and shall pay interest charged on the same prime bank rate.
- b) **Agree that I/we and THE COMPANY have read and understood the Terms and Conditions of Sale (as above) and agree to be bound by them.**
- c) Agree that the Terms and Conditions of this account will be in accordance with the LANCOM INFRASTRUCTURE Terms and Conditions of Sale.
- d) Acknowledge that the credit facilities may be withdrawn at any time without prior notice.
- e) Agree that payment is due 30 days from date of statement.
- f) Accept that I/We and THE COMPANY shall be liable for the collection fees charged at a rate of up to 18.5% against any amount that becomes overdue or falls in arrears and becomes necessary to be handed over to a collection agency recovery.

Signatory's Name: \_\_\_\_\_

Signatory's Designation: \_\_\_\_\_

Signatory's ID number: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's ID number: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## DEED OF SURETYSHIP

The Undersigned:

Director/Partner/Proprietor/Member/Trustee \_\_\_\_\_ ID: \_\_\_\_\_

Do hereby bind myself/ourselves jointly and severally unto one favour of (hereby referred to as the 'Credit Grantor,') as sureties and co-principle debtors in solidum with: \_\_\_\_\_

(hereinafter referred to as the Principle Debtor) for the due and punctual payment by the Principle Debtor to the Creditors of any amount which is now or which may hereafter become owing by the Principle Debtor to the Creditor's from any cause of indebtedness howsoever and for the fulfilment of the Principle Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by the Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as the amount owing by the Principle Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be the prima facia 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 Magistrates 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 such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between the attorney and own client.

I/We select Domicilium et Executandi (where notices need to be served) as: \_\_\_\_\_

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 posting.

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

Signatory's Name: \_\_\_\_\_

Signatory's ID number: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's ID number: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_