



THIS APPLICATION FOR CREDIT FACILITIES INCORPORATES STANDARD TERMS AND CONDITIONS OF SALE AND SURETYSHIP ACCEPTANCE

SECTION A – Questionnaire

WHOLEALER	MERCHANT	RETAILER
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We, _____ (hereinafter referred to as “THE APPLICANT”) hereby make application for credit facilities for the opening of an account with **EVOLUTION VALVES (PTY) LTD**, registration number **2020/135855/07** (hereinafter referred to as “EVOLUTION VALVES”). In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership	Partnership	Close Corporation	Private Co (Pty) Ltd	Public Co. (Ltd)	Trust
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2.1 Registered Name of “THE APPLICANT” _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

3.1 Postal Address _____
Code _____

3.2 Physical Address of THE APPLICANT in terms of Section B, clause 4 of the Terms and Conditions of Sale

3.3 Delivery Address _____

3.4 VAT Number _____

3.5 Telephone Numbers Area Code (_____) _____

3.6 Telefax Number Area Code (_____) _____

3.7 Cellular Number _____

3.8 e-Mail address _____

3.9 Name, Address, and Contact number of Landlord _____

3.10 Person responsible for account payment _____

3.11 Business Function of THE APPLICANT _____

4.1 Date Business Commenced Trading

D	D	M	M	Y	Y	Y	Y
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5.1 Bankers _____

5.2 Branch _____

5.3 Account Number _____

5.4 Branch Code _____

5.5 Type of account _____

Please initial here _____

- 5.6 Date account opened _____
- 5.7 Holding Company name _____
- 5.8 Percentage share holding _____
- 5.9 Name of Auditors / Accounting Officer _____ Tel Number _____
- 5.10 Date of last audited financial statements _____ (please attach hereto)

6. Details of principals (Sole Owner / Partners /Members / Directors/ Trustees)

Full Name	ID Number	Home Address	Home Phone

7. Trade References

Company (Supplier) Name	Telephone Number
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()
	Area Code ()

8. The following credit limit request is for assessment purposes only and does not form part of this contract:

- 8.1 Amount of credit required R _____
- 8.2 Estimated monthly purchases R _____

9. In terms of Section 4 (1) (a) (i) of the National Credit Act and Section 5 (2) (b) of the Consumer Protection Act please state:

9.1 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 1 million? YES NO

9.2 Does THE APPLICANT'S **ASSET VALUE** or **ANNUAL TURNOVER** exceed R 2 million? YES NO

10. In terms of the Companies Act 71, of 2008 please state:

10.1 Is THE APPLICANT currently under Business Rescue? YES NO

10.2 Does THE APPLICANT intend to apply for Business Rescue within the next three months? YES NO

Please initial here _____

SECTION B – Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with EVOLUTION VALVES and in consideration thereof THE APPLICANT does hereby accept the following terms and conditions:

1. **Credit terms**
 - 1.1 THE APPLICANT agrees that any amount reflected in a Tax Invoice shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by EVOLUTION VALVES. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to EVOLUTION VALVES free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by EVOLUTION VALVES is entirely at the discretion of EVOLUTION VALVES, and may be withdrawn at any time.
 - 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from EVOLUTION VALVES, which will be transmitted via email, and the following conditions thereto as required by South African Revenue Services and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in 128bit encrypted PDF file format.
 - 1.2.2 Both THE APPLICANT and EVOLUTION VALVES shall retain the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.
2. **Change of address**

THE APPLICANT undertakes to notify EVOLUTION VALVES in writing within 7 (seven) days of any change of address.
3. **Change of ownership**

THE APPLICANT undertakes to notify EVOLUTION VALVES, in writing, within twenty days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected. THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to EVOLUTION VALVES.
4. **Domicilium**

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi (in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in Section A, clause 3.2 of this application.
5. **Consent to sharing information and retention periods**
 - 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that EVOLUTION VALVES has consent to:-
 - 5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
 - 5.1.2 EVOLUTION VALVES may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 5.1.3 If THE APPLICANT fails to meet his/her/its commitments to EVOLUTION VALVES, EVOLUTION VALVES may record THE APPLICANT 'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.
 - 5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.
6. **Pricing increments**

Prices quoted by EVOLUTION VALVES are determined from time to time and are subject to increases, at the discretion of EVOLUTION VALVES. EVOLUTION VALVES shall be entitled to increase the cost of goods delivered or services rendered to THE APPLICANT with prior written notice.
7. **Valid orders**

In the event of any order being given to EVOLUTION VALVES on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT, and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.
8. **Delivery**
 - 8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on EVOLUTION VALVES'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.
 - 8.2 Any delivery date stated on any order confirmation is approximate only. EVOLUTION VALVES shall not be bound by that date, but will make all reasonable efforts to deliver by that date.
 - 8.3 Whilst EVOLUTION VALVES will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries.
 - 8.4 The risk in and to the goods shall pass from EVOLUTION VALVES to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of EVOLUTION VALVES'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by EVOLUTION VALVES. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

Please initial here _____

9. Repairs and Warranties

- 9.1 New goods are guaranteed according to either EVOLUTION VALVES'S specific warranties, or the original Manufacturer's warranties. Where indicated certain goods may be sold to THE APPLICANT on the basis of EVOLUTION VALVES not accepting any responsibility for latent defects in which case any product warranties are specifically excluded.
- 9.2 Should a product supplied to THE APPLICANT by EVOLUTION VALVES be faulty or require return for credit and where a warranty is applicable, THE APPLICANT shall contact EVOLUTION VALVES within fourteen (14) days from the goods becoming defective and arrange for the goods to be returned to EVOLUTION VALVES, where applicable.
- 9.3 Liability under clause 9.2 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods. Any goods returned must be accompanied by the original tax invoice as issued by EVOLUTION VALVES.
- 9.4 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals be broken; or should the goods be operated outside of specifications. Damage caused by lightning strikes, power surges, power spikes, or other incidents beyond the control of EVOLUTION VALVES are not covered in any warranties.
- 9.5 Should EVOLUTION VALVES find no fault with the returned goods, this will be returned to THE APPLICANT, and a 10% handling fee will be charged.
- 9.6 Where goods are returned for repair THE APPLICANT shall be required to accept a cost estimate prior to any repair work being carried out. Any item returned for repair to EVOLUTION VALVES may be sold to defray costs if such repair items are not collected within 90 days of such repair being carried out.

10. Copyright

THE APPLICANT acknowledges EVOLUTION VALVES'S intellectual property rights in the goods and shall not infringe such intellectual property rights.

11. Payment to EVOLUTION VALVES

EVOLUTION VALVES does not appoint the Post Office as its agents for payments by post. All payments shall be made to EVOLUTION VALVES'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to EVOLUTION VALVES for payment. Should EVOLUTION VALVES at any time advise THE APPLICANT of any change to EVOLUTION VALVES'S banking account details THE APPLICANT shall confirm such change with a Manager of EVOLUTION VALVES before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging EVOLUTION VALVES to afford THE APPLICANT any such indulgence to effect payment after due date.

12. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in EVOLUTION VALVES. EVOLUTION VALVES shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by EVOLUTION VALVES. THE APPLICANT hereby waives any right it may have for a spoliation order against EVOLUTION VALVES in the event that EVOLUTION VALVES takes possession of any goods.

13. Responsibility for losses, damages or delays

13.1 EVOLUTION VALVES will not be in any way responsible for losses; consequential losses; damages or delays sustained by THE APPLICANT, irrespective of whether this is caused by or arising from any error; discrepancy; defect on specifications; measurements or other instructions; natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of EVOLUTION VALVES.

13.2 EVOLUTION VALVES provides no guarantees or warranties (whether express or implied) as to the suitability of any goods for any purpose for which they are required.

14. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

15. Interest on overdue accounts

EVOLUTION VALVES shall be entitled to charge THE APPLICANT interest at the rate of 2% (two percent) per month from the moment any debt becomes overdue, provided however that nothing contained herein shall be interpreted as EVOLUTION VALVES affording THE APPLICANT any indulgence to make payment after due date.

16. Proof of Claims

A certificate signed by a manager or any director of EVOLUTION VALVES - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to EVOLUTION VALVES, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with EVOLUTION VALVES, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof - on its mere production - of the outstanding amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.

17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to EVOLUTION VALVES, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by EVOLUTION VALVES against THE APPLICANT arising out of any transaction between the parties, it being recorded that EVOLUTION VALVES shall be entitled, but not obliged, to bring any action or proceeding in the said court.

Please initial here _____

18. Recovery of legal /collection costs

Should EVOLUTION VALVES instruct its attorneys or collection agent to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of EVOLUTION VALVES'S rights, EVOLUTION VALVES shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

19. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of EVOLUTION VALVES shall not in any way operate as or be deemed to be a waiver by EVOLUTION VALVES of any rights under this contract, or be construed as a novation thereof.

20. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

21. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.

ACCEPTANCE OF SURETYSHIP:

I, the undersigned:

Name: _____

ID Number: _____

by my signature hereto (which appears below) do hereby bind myself in my private and individual capacity as surety and co-principal debtor with THE APPLICANT in favour of EVOLUTION VALVES for the due performance of any obligation of THE APPLICANT and for the payment to EVOLUTION VALVES by THE APPLICANT of any amounts which may now or at any time be or become owing to EVOLUTION VALVES by THE APPLICANT, from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by EVOLUTION VALVES and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to EVOLUTION VALVES have been paid in full. I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits of the legal exceptions:

- Exclusion – the right to require EVOLUTION VALVES to first proceed against THE APPLICANT for payment of any debt owing to EVOLUTION VALVES before proceeding against the surety;
- Cession of Action – the right to require EVOLUTION VALVES to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
- The benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro-rata share of the principal debt.

I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Signature: _____

As Witness (1):

Name: _____

ID Number: _____

Signature: _____

As Witness (2):

Name: _____

ID Number: _____

Signature: _____

ACCEPTANCE OF TERMS AND CONDITIONS OF SALE:

Signed at _____ on this _____ day of _____ before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT by:

Name: _____

Designation: _____

Signature: _____

As Witness (1):

As Witness (2):

Name: _____

Name: _____

ID Number: _____

ID Number: _____

Signature: _____

Signature: _____