

Folio Stationers (Pty) Ltd
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ACCOUNT APPLICATION FORM

(If there is not enough space please complete on a separate document and attach to application as Annexure.)

Name: _____ (hereinafter “the applicant”)

A. Indicate whichever applicable:

Are you a: Sole Trader Close Corporation Partnership Company Trust

• If sole trader state:

Full name: _____

Identity number: _____

Residential address: _____

Business address: _____

• If partnership, provide the following detail in respect of each partner:

Name	Identity Number	Cellphone Number	Residential Address

• If Company, provide the following detail:

Registered name and number: _____

Trading name: _____

Registered address: _____

Full names of members (including identity number, cellphone number and residential address):

Name	Identity Number	Cellphone Number	Residential Address

• If Close Corporation, provide the following detail:

Registered name and number: _____

Trading name: _____

Registered address: _____

Full names of members (including identity number, cellphone number and residential address):

Name	Identity Number	Cellphone Number	Residential Address

• If Trust, indicate the following:

Registered name and number: _____

Registered address: _____

Full names of trustees (including identity number, cellphone number and residential address):

Name	Identity Number	Cellphone Number	Residential Address

B. Further indicate the following information:

VAT Number: _____

Company Registration Number: _____

Business Telephone Number: _____

Business Fax Number: _____

Business E-mail Address: _____ Contact Person: _____

Credit References:

1. Name: _____ Account No.: _____

Address _____ Credit Limit: _____

Phone No.: _____ Contact: _____

2. Name: _____ Account No.: _____

Address _____ Credit Limit: _____

Phone No.: _____ Contact: _____

3. Name: _____ Account No.: _____

Address _____ Credit Limit: _____

Phone No.: _____ Contact: _____

C. It is hereby recorded that:

- 1.1 The applicant applies to Folio Office National (hereinafter “the seller”) for a 30 (thirty) day account.
- 1.2 Should this application be accepted the account and any contract between the seller and the applicant shall incorporate and operate on the Terms and Conditions (wherein the applicant is referred to as “the purchaser”) attached hereto.
- 1.3 The applicant shall notify the seller of any change in its composition, constitution or structure or the sale of the business of the applicant within 7 (seven) business days after such change having occurred and it is further agreed that the applicant shall be liable to the seller for any sums outstanding on this account opened on behalf of the applicant until:
 - (a) written notice has been received from the applicant regarding the change as aforementioned, and
 - (b) the account has been closed and full payment in respect thereof has been received by the seller.
- 1.4 The applicant agrees that this application as well as the terms and conditions thereof and any dispute arising in respect thereof shall be governed by the laws of the Republic of South Africa.
- 1.5 The applicant agrees to the jurisdiction of a South African Magistrates Court, should any dispute arise from this agreement but the seller is not limited to instituting legal proceedings in a Magistrates Court only or recovering costs on a Magistrates Court scale only and may approach any other competent court of its choice.
- 1.6 The applicant acknowledges that he has read this application as well as the terms and conditions attach hereto and that he understands same and comprehends the language employed and meaning thereof, and understands and comprehends the risks, costs and obligations that the applicant will incur as a consumer in respect of this account application.
- 1.7 The addresses hereinafter indicated by the parties shall serve as *domicilium citandi et executandi* (address for serve of all legal notices and processes), unless changed in writing and delivered by hand or registered mail.

Seller’s address: _____

Applicant’s address: _____

DATED AT _____ DAY _____ OF _____ 20 _____

SIGNATURE OF APPLICANT OR AUTHORISED PERSON: _____

PRINT NAME: _____

WHERE APPLICABLE, DATE AND PLACE OF RESOLUTION (ALSO ATTACH COPY):

TERMS AND CONDITIONS OF TRADE

1 Interpretation

- 1.1 Unless otherwise inconsistent with the context the word "person" shall include a juristic person.
- 1.2 "goods" shall include services.
- 1.3 Words importing the singular shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.
- 1.4 "seller" shall mean Folio Office National its successors and assigns.

2 Offer and Acceptance

- 2.1 Any quotation made by the seller is not an offer to sell or to provide goods. The seller shall not be bound by any order given in pursuance of any quotation until it is accepted in writing by the seller or by the commencement of supply or the provision of goods. Unless otherwise agreed in writing, all orders are subject to acceptance by the seller within 30 days of receipt by the seller of the order.
- 2.2 These terms and conditions shall be deemed to be incorporated into any agreement between the seller and the purchaser. Any terms and conditions contained in any order, offer, acceptance or other document of the purchaser and all representations, statements, terms and conditions and warranties, (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.

3 Delivery

- 3.1 Any date quoted for delivery is an estimate only and the seller shall endeavour to effect delivery on such date or within a reasonable period of time thereafter. Unless a guarantee shall have been given by the seller in writing providing for liquidated damages for failure to deliver by the quoted date the seller shall not be liable to the purchaser for any loss or damage howsoever arising even if arising out of the negligence of the seller for failure to deliver on or before the quoted date.
- 3.2 The purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by the seller to deliver by the quoted date. Written advice to the purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.3 **The seller shall not be liable to any purchaser or any other party for any direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of the seller or any other party, strike or any other industrial action be it of the seller or other party, or any other cause whatsoever.**
- 3.4 The seller reserves the right to deliver by instalments and if delivery is made by instalments the purchaser shall not be entitled;
 - (i) to terminate or cancel this agreement; or
 - (ii) to claim any loss or damage howsoever arising for failure by the seller to deliver any instalments on or before the quoted date.
- 3.5 **It is agreed that the seller shall not be responsible for delay in manufacture or delivery caused by, original manufacturer or delivery caused by, or in any way incidental to act of God, war, fire, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the seller's reasonable control.**
- 3.6 Any quotation containing a provision to supply goods "ex stock" is subject to fulfilment of prior orders at the date of receipt of the purchaser's order.

4 Payment

- 4.1 Unless otherwise agreed in writing payment terms are net cash within 30 (thirty) calendar days after presentation of invoice.
- 4.2 This term as to the payment shall be of the essence of the agreement.

5 Title

- 5.1 Notwithstanding the delivery of the goods or part thereof the goods remain the sole and absolute property of the seller as full legal and equitable owner until such time as the purchaser shall have paid the seller the full purchase price together with the full price of any other goods the subject of any other agreement with the seller. Should the purchaser be in breach of this agreement, the seller when instituting legal action may however, in its sole discretion, elect either to recover such goods or forfeit same and claim any outstanding amounts as well as damages from the purchaser.
- 5.2 The purchaser acknowledges that he receives possession of and holds goods delivered by the seller solely as bailee for the seller until such time as the full price thereof is paid to the seller together with the full price of any other goods then the subject of any other agreement with the seller.
- 5.3 Until such time as the purchaser becomes the owner of the goods, he will;
 - (a) store them on the premises separately;
 - (b) ensure that the goods are kept in good and serviceable condition;
 - (c) secure the goods from risk, damage and theft; and
 - (d) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the purchaser.
- 5.4 Should the purchaser die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company calls a meeting for the purpose of or to go into liquidation or has a winding-up petition presented against it or has a receiver or administrator appointed, the seller may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this agreement suspend or cancel this agreement or require payment in cash before or on delivery or tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.
- 5.5 If the purchaser does not pay for any goods on the date that any payment is due, then the seller may, at its election, institute legal action as provided for in clause 9 of this agreement to recover the goods and hold the purchaser liable for all damages costs and charges related to such legal action.
- 5.6 On retaking possession of the goods the seller may elect to refund to the purchaser any part payment that may have been made and to credit the purchaser's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

6 Risk

Unless otherwise agreed in writing, risk in the goods shall pass to the purchaser at the time when the goods have been placed on the vehicle which is to effect delivery from the seller store or warehouse or delivery to the purchaser which ever is the sooner. The goods shall remain at the purchaser's risk at all times unless and until the seller retakes possession of the goods pursuant to these terms and conditions.

7 Claims

- 7.1 **Subject to clause 2.2 herein, the seller shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with the seller or occasioned to the purchaser or any third or other party or to his or their property or interest and whether or not due to the negligence of the seller its servants or agents.**
- 7.2 As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the purchaser, the purchaser shall within fourteen days notify the seller in writing of the same.
- 7.3 **The seller shall not be liable in any circumstances for any:**
 - (i) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by the seller) or accident;
 - (ii) any transport freight charges installation removal labour or other costs;
 - (iii) defects in goods not manufactured by it but the seller will endeavour to pass on to the purchaser the benefit of any claim made by the seller and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the purchaser to proceed against the seller;
 - (iv) technical advice or assistance given or rendered by it to the purchaser or not in connection with the manufacture construction or supply of goods for or to the purchaser provided always that the seller has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.
- 7.4 **The exemptions, limitations, terms and conditions in this agreement shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of agreement.**

8 Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the seller, the seller is unable to perform in whole or in part any obligation under this agreement the seller shall be relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect of such inability.

9 Default

If the purchaser breaches any of the conditions or terms of this agreement or fails to pay any amounts due to the seller, or becomes insolvent, or compromises with any of the purchaser's creditors or makes false statements in connection with the agreement or the purchaser's ownership of goods or allow any judgment granted against the purchaser to remain unsatisfied for more than 7 (seven) days, or becomes subject to a final or provisional order of liquidation/sequestration/surrender, the seller will have the right (without notice to the purchaser and without prejudice to any of the seller's rights to immediately terminate the agreement, and/or withhold the further supply of goods and/or recover possession of goods (if it elects to do so) and claim all outstanding amounts and damages for which costs the purchaser shall be liable.

10 Charge

The purchaser hereby charges with payment of any indebtedness to the seller all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by the purchaser. The purchaser agrees that if demand is made by the seller, the purchaser receiving such a demand will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that the purchaser fails to do so within a reasonable time of being so requested, the purchaser hereby irrevocably and by way of security, appoints any credit manager or solicitor engaged by the seller to be its true and lawful attorney to execute and register such instruments.

VAT

All amounts invoiced out by the seller to the purchaser shall exclude Value Added Tax ("VAT") and if applicable all tax invoices shall reflect the requisite VAT portion of the amount so invoiced and the parties agree to comply with all necessary requirements of the VAT Act.

- 12 **Trusts**
- 12.1 This clause applies if the purchaser is a trustee and whether or not the seller has notice of the Trust.
- 12.2 Where the purchaser comprises two or more persons and any of those persons is a Trustee this clause applies to such Trustee.
- 12.3 The purchaser agrees that even though the purchaser enters into this agreement as Trustee of the Trust, the purchaser also shall be liable personally for the performance and observance of every covenant to be observed and performed by the purchaser expressed or implied in this agreement.
- 12.4 The purchaser warrants its complete, valid and unfettered power to enter into this Agreement pursuant to the provisions of the Trust including power to obtain this account from the seller and to enter into the covenants to be observed and performed by them expressed or implied in this Agreement and warrants that its entry into this Agreement is in the due administration of the Trust.
- 12.5 The purchaser covenants that the rights of indemnity which it may have against the property of the Trust have not been, and in the future will not be, excluded, modified, released, lost or diminished (whether by agreement, breach of trust or otherwise).
- 13 **Service**
The parties agree that service of any notices, demands, proceedings, summons, suits or actions (process) upon the purchaser may be effected by the seller or its solicitors sending such process by prepaid post to the address given in this Account application as the address of the purchaser. Service shall be deemed to have been effected two business days after the posting of the process.
- 14 **Severability**
Should a specific provision of this agreement be regarded as void for whatever reason, such provision will be severed from the agreement without affecting the validity of the agreement in any manner whatsoever.
- 15 **Whole Agreement**
This agreement, inclusive of the Application for Account and Privacy Protection Information Acknowledgment and Consent attached hereto, constitutes the whole agreement by the parties and no amendment thereof shall be binding unless reduced to writing and signed by both parties.

Signed at _____ on this _____ day of _____

I, _____

(As witnesses)

PURCHASER (PRINT NAME)

PRIVACY PROTECTION INFORMATION

Acknowledgment & Consent

To: Folio Office National

Notice and Acknowledgment that Credit Information May be Given to a Credit Reporting Agency Authority to Obtain Credit Information

I/We authorise you to obtain from a credit reporting agency;

- a credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit;
- other information relating to my/our commercial credit activities;
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company/firm;
- a credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.

Authority to Exchange Information with Other Credit Providers

I/We authorise you to give to and obtain from:

- credit providers named in my/our credit application;
- any agent of yours that is deemed to be a credit provider; and
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively.
- Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other and the information may be given and used for purposes that include the following;
 - to assess an application by me/us for personal or commercial credit;
 - to assist me/us avoid defaulting on my/our credit obligations;
 - to notify other credit providers of a default by me/us;
 - to assess my/our credit worthiness; and
 - to assess my/our position if I/we fall into arrears.

Name and address of individual/s giving his/her consent.....

Signature of individual/s giving his/her consent.....