



WEBSHOP (PTY) LTD (Registration No: 1999/12572/07)
P.O Box 651509, Benmore, 2010 Tel: (011) 440 5511 Fax: (011) 440 5513
email: orders@webshop.co.za website: www.webshop.co.za

CREDIT APPLICATION

We,

(Hereinafter referred to as "the Customer" hereby make application for credit facilities for the opening of an account with WEBSHOP (PTY) LTD hereinafter referred to as "Webshop")
In support of the application, the following information is furnished:

1.1 Full legal name of business:

1.2 Trading name if different from legal name:

1.3 Company/Close Corporation Registration No:

1.4 Company VAT Registration No:

1.5 If the business is a subsidiary company, please state name of holding Company and shareholding percentage:

1.6 Postal Address:

1.7 Physical/delivery Address:

1.8 Person responsible for orders and deliveries

Telephone number

Area Code

No:

Fax number

Area Code

No:

Cell number

Email address

1.9 Person responsible for account payments

Telephone number

Area Code:

No:

Fax number

Area Code:

No:

Cell number

Email address

1.10 Bankers

Bank Name:

Branch Name & Code:

Bank Tel No & Contact:

Account No:

Account Holders Name:

Year account was opened:

If less than 3 years, previous bank and account No:

1.11 Credit Required

Amount of credit requested:

Estimated monthly purchases:

1.12 Trade References

a) <input type="text"/>	Tel No: <input type="text"/>	
b) <input type="text"/>	Tel No: <input type="text"/>	
c) <input type="text"/>	Tel No: <input type="text"/>	<input type="text"/>
d) <input type="text"/>	Tel No: <input type="text"/>	<input type="text"/>

1.13 Auditors

a) Name:

b) Address:

c) Telephone No:

1.14 Directors of the Company/Members of the Closed Corporation

a) Full Names:

b) ID Number:

c) Residential Address:

d) Home Phone:

a) Full Names:

b) ID Number:

c) Residential Address:

d) Home Phone:

TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained in the application form, of which the following terms form part to which this document is attached, the following terms shall apply to each and every sale of goods concluded between Webshop and the Customer as well as to matters incidental to such sales.

- 1) If the customer's business/bank account has been in operation for less than six months, Webshop has no alternative but to supply the customer on a COD basis only for a six-month period.
- 2) Webshop may withdraw credit facilities at any time without prior notice and without assigning any reason therefore and the extent and nature of such facilities shall at all times be at Webshop's sole discretion. If at any time payment by the customer is overdue, then without prejudice to any other legal remedy, Webshop may refuse or defer further deliveries until payment is made.
- 3) A document signed by any director of Webshop showing the amount due and owing by the customer to Webshop at any given time shall be *prima facie* proof of the facts therein stated for the purposes of all legal proceedings against the customer for the recovery of such amount.
- 4) All goods supplied or sold by Webshop to the customer shall be deemed to have been received by the customer in good order and condition once signed for by the customer's duly authorised representative. The customer may, within 48 (forty eight) hours after having received such goods, give notice in writing to Webshop should they wish to return any of the said goods.
- 5) No claim of whatsoever nature shall lie against Webshop for any delay or suspension of delivery due to strikes, accidents to any machinery, failure of usual sources of supply, war, civil commotion, acts of Government or Quasi Government or legislation or any other contingencies.
- 6) Notwithstanding the delivery of all and any goods sold or supplied by Webshop to the customer, ownership of such goods shall remain vested in Webshop until all of the customer's obligations to Webshop have been discharged. In the event of a breach of contract by the customer, Webshop shall be entitled, forthwith, to take possession of the goods without prejudice to any further rights vested in it and is hereby irrevocably authorised to enter the customer's premises and to collect such goods without a Court order.
- 7) The risk in all and any goods purchased from Webshop shall pass to the customer on delivery of such goods at such time when the customer's duly authorised representative signs acceptance of such goods.
- 8) Webshop shall be entitled to charge the customer interest at the rate of 2 % per month above the prime lending rate of Standard Bank of South Africa for all amounts outstanding.
- 9) The customer consents to the jurisdiction of any Magistrate's Court, for the determination of any claim, which Webshop may at any time have against the customer. Notwithstanding the aforesaid, Webshop shall be entitled at its discretion to institute any legal proceeding in any other court of competent jurisdiction.
- 10) In the event of Webshop engaging in services of an attorney to collect from the customer, any amount which has fallen due by the customer to Webshop, then in addition to any other charges for which the customer may be liable, the customer shall pay to Webshop all legal costs incurred by Webshop on an attorney and client scale including commission costs at the appropriate tariff rate.
- 11) The customer chooses as the customer's *domicilium citandi et executandi* for the service upon the customer of all notices, processes and other communications the address mentioned in this aforesaid application form.
- 12) Webshop shall not be regarded as having waived, or be precluded in any way from exercising, any right under or arising from these terms by reason of Webshop having at any time granted any extension of time for, or having shown any indulgence to the customer with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right or action against the customer.
- 13) Webshop shall not be bound by any undertakings, representations, warranties or the like not recorded or otherwise contained in these terms.
- 14) No variation or consensual cancellation of these terms shall be of any force or effect unless reduced to in writing and signed by or on behalf of the customer and Webshop.
- 15) All RD Cheques and payments stopped will, subject to prior communication with the customer, be forwarded to the Credit Information Bureau.
- 16) Webshop reserves the right to adjust prices at any time without prior notification.
- 17) Payment terms are strictly 30 days from date of statement. Payment is due on the 25th of each month for all goods invoiced in the previous calendar month. If the 25th of the month falls over a weekend or public holiday then payment falls due on the working day preceding the 25th of the month. Statements will be emailed on the last working day of each month.

18) Webshop reserves the right to conduct investigations with the above mentioned trade references as well as the customer's bankers.

I, by my signature hereto (appearing below) warrant that I am an authorized signatory for the customer. I hereby bind the customer irrevocably to all the terms and conditions as set out above.

Signed at: on this the Day of 20

Signature _____

Designation Full Names