



CLIENT APPLICATION FORM

Version 2

A. DETAILS OF THE APPLICANT

1. Name of Applicant: _____
2. Trading Name: _____ Registration Number: _____
3. Physical Address: _____ (domicilium citandi et executandi)
_____ **(Complete in full)**
4. Postal Address: _____
5. Contact Number: _____ Facsimile Number: _____
6. Contact Person for account payments: _____ VAT No: _____
7. E-mail: _____
8. Particulars of Members, Directors, Others:
- 8.1 Full Name: _____ ID Number: _____ Cell phone Nr: _____
E-mail address: _____ Physical Address: _____
- 8.2 Full Name: _____ ID Number: _____ Cell phone Nr: _____
E-mail address: _____ Physical Address: _____
- 8.3 Full Name: _____ ID Number: _____ Cell phone Nr: _____
E-mail address: _____ Physical Address: _____
- 8.4 Full Name: _____ ID Number: _____ Cell phone Nr: _____
E-mail address: _____ Physical Address: _____
- 8.5 Full Name: _____ ID Number: _____ Cell phone Nr: _____ E-mail
address: _____ Physical Address: _____
9. Credit References:
- 9.1 Name of Business: _____ Contact Nr: _____ Ref nr: _____ Contact Person: _____
- 9.2 Name of Business: _____ Contact Nr: _____ Ref nr: _____ Contact Person: _____
- 9.3 Name of Business: _____ Contact Nr: _____ Ref nr: _____ Contact Person: _____
- 9.4 Name of Business: _____ Contact Nr: _____ Ref nr: _____ Contact Person: _____
10. Estimated Monthly purchases: _____ Amount of credit requested: _____
11. Banking Details:
- Account Name: _____ Bank: _____ Account Number: _____
- Branch Code: _____ Branch: _____

NATIONAL SAND & STONE HOLDINGS (PTY) LTD, Registration Number: 2015/130431/07 reserves the right, in its exclusive discretion, to grant or decline the credit application and, if granted, to revoke the credit facility or alter and amend the terms of the facility from time to time.

By signature of this document, the Applicant:

warrants the truth and accuracy of the information given above; and acknowledges that he/she has read and understood the Standard Terms and Conditions (attached as Annexure A and initialled for identification purposes); and agree that the aforementioned Standard Terms and Conditions shall apply to all dealings between the parties.

SIGNED at _____ on the _____ day of _____ 20__.

AS WITNESSES:

1. _____
Full Name and Signature – Applicant Full Name and Signature
2. _____
Full Name and Signature National Sand and Stone Holdings (Pty) Ltd Full Name and Signature

STANDARD TERMS AND CONDITIONS

ANNEXURE A

1. DEFINITIONS

- 1.1. **Applicant** means the Applicant in terms of the client application to which this document is attached as an annexure;
- 1.2. **NS&S** means **NATIONAL SAND & STONE HOLDINGS (PTY) LTD, Registration Number: 2015/134031/07;**
- 1.3. **Goods** means any products or services offered by NS&S and supplied to the Applicant;
- 1.4. **Agreement/Contract** means these standard terms of agreement;
- 1.5. **Domicilium citandi et executandi** means the address for delivery of all notices, pleadings and correspondence.

2. THESE TERMS AND CONDITIONS TO PREVAIL

- 2.1. It is recorded that the only basis upon which NS&S is prepared to do business with the Applicant is on the basis that, notwithstanding anything in the Applicant's enquiry, order or other documentation or discussion to the contrary, the terms and conditions contained herein shall constitute the sole terms of the contract between NS&S and the Applicant.
- 2.2. No amendments to these Standard Terms and Conditions, extension of time, waiver, relaxation or suspension shall be binding upon NS&S unless recorded in a written document signed by an authorized representative of NS&S. Any extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect of which it was made or given.
- 2.3. Both parties, the applicant and NS&S acknowledge that this agreement is not a credit agreement as defined in the National Credit Act 34 of 2005.

3. QUOTATIONS

- 3.1. Any written quotation given by NS&S constitutes an offer to the Applicant which shall be open for acceptance by the Applicant for a period of 30 (THIRTY) days after the date thereof, failing which it shall automatically lapse. No acceptance of a quotation by the Applicant shall be valid unless a duplicate copy of the quotation is duly signed by the Applicant and received by NS&S within the aforesaid 30 (THIRTY) day period.
- 3.2. The quotation is based on the quantities, specifications and other information supplied to NS&S by or on behalf of the Applicant. If the Applicant requires any modification or addition to any of the foregoing at any time after the quotation is given, NS&S shall have the sole and absolute discretion to accept or reject such proposed modification or addition. Any proposed modification or addition by the Applicant must be furnished to NS&S in writing.

4. PLACING OF ORDERS

- 4.1. All orders placed by the Applicant shall be in writing delivered to NS&S offices or faxed to 086 535 2317 or e-mailed to sales@nssh.co.za and paula@meccaholdings.co.za
- 4.2. Orders placed by the Applicant shall not be binding until accepted by NS&S.
- 4.3. If NS&S is unable to provide and/or deliver some or all of the goods ordered by the Applicant for any reason beyond NS&S control, including but not limited to lack of instruction from the Applicant, stock shortage, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, NS&S may in its sole discretion, cancel the whole or any part of the Applicants order. In the event of such cancellation, NS&S shall not be liable to the Applicant for any loss, whether in contract or otherwise caused thereby.
- 4.4. NS&S reserves the right in its sole discretion to suspend further orders by and/or deliveries to the Applicant for as long as the Applicant:
 - 4.4.1. is in default of its payment obligations or any other term of this contract;
 - 4.4.2. is unable to pay its debt; or
 - 4.4.3. seeks to effect any compromise with any of its creditors; or
 - 4.4.4. is placed under an order of sequestration, business rescue, judicial management or liquidation (whether provisional or final); or
 - 4.4.5. is the subject of any resolution passed in order to enable the Applicant to be placed in business rescue, wound up or dissolved.

5. PRICE AND PAYMENT

- 5.1. Orders, other than those in respect of which a written quotation is given and duly accepted, are accepted by NS&S only on the basis that the prices charged will be those reflected in the bulk order obtained from the client.
- 5.2. The price shall be paid in cash, free of exchange, deduction or set-off within 30 (THIRTY) days after statement date.
- 5.3. Unless otherwise expressly stated, prices are exclusive of value-added tax which shall be for the account of the Applicant. The Applicant shall pay or reimburse to NS&S the amount of the value-added tax simultaneously with the price.
- 5.4. The Applicant shall be responsible for the costs of loading for delivery of the goods at the designated premises.
- 5.5. A certificate issued by any director or manager of NS&S reflecting the amount due by the Applicant to NS&S at any given time, shall be prima facie evidence of the amount due by the Applicant to NS&S and such certificate shall be sufficient for judgment, provisional sentence or any other legal proceedings.
- 5.6. The Applicant may not exceed the credit amount granted to the Applicant without prior arrangements being made with an authorized representative of NS&S and confirmed in writing.

6. DELIVERY

- 6.1. Delivery in terms of orders and accepted quotations shall only be effected on payment in full or approval of the credit facilities.
- 6.2. The Applicant shall accept delivery whenever delivery is tendered and shall not be entitled to resile from the contract nor to withhold or defer any payment nor to a reduction in price nor to any other right or remedy against NS&S, its agents or any other person for whom it is liable in law whether for losses, costs, damages, expenses, interest or otherwise on account of delays in effecting delivery, partial delivery or non-delivery whether occasioned by any negligent act or omission on the part of NS&S, its employees, agents or any other persons for whom it is liable in law, or not.
- 6.3. The Applicant shall be liable for all costs caused by its failure or refusal to take timeous delivery of the goods from NS&S.
- 6.4. NS&S shall be obliged to procure that the designated site for delivery shall be easily accessible to road transport vehicles.
- 6.5. The Applicant shall be responsible for any damages or loss suffered by NS&S and the Applicant shall compensate NS&S with the relevant amount on demand by NS&S.
- 6.6. A delivery note signed by the Applicant, its employee, agent or representative shall constitute bona fide proof, on its mere production, that the goods delivered thereunder accorded with the quality and quantity reflected on the delivery note.
- 6.7. Full delivery in accordance with NS&S records shall be deemed to have been made unless any discrepancy and/or shortfall is specifically recorded on the delivery note and reported to NS&S in writing within 72 (SEVENTY TWO HOURS) after delivery.

7. WARRANTIES

No warranties or representations, express or implied or tacit, which are not set forth in this agreement shall be binding on NS&S.

8. OWNERSHIP

Ownership of the goods shall not pass to the Applicant until the price has been paid in full. The provisions hereof shall apply notwithstanding the delivery of the goods or that the goods may be incorporated into or form part of other goods or change their essential character. All goods whether fixed to immovable property or not, shall be deemed to remain movable property and deemed to be severable without damage to either property.

Initial _____

9. RISK

Notwithstanding that the ownership in the goods shall not pass to the Applicant until payment of the entire price in respect of the goods in question has been effected.

10. BREACH

10.1. Subject to clause 10.2, if the Applicant:

- 10.1.1. breaches any of the terms or conditions hereof or any other agreement with NS&S; or
- 10.1.2. fails to pay any amount payable by it on due date; or
- 10.1.3. commits any act of insolvency or endeavours to compromise generally with its creditors; or
- 10.1.4. does or causes to be done anything which may prejudice NS&S rights hereunder or at all; or
- 10.1.5. allows any judgment against it to remain unsatisfied for 7 (SEVEN) days; or
- 10.1.6. is placed into provisional or final liquidation or judicial management or business rescue or under provisional or final sequestration or if his estate is voluntarily surrendered;

NS&S shall have the right, without prejudice to any other right which it may have against the Applicant, to treat as immediately due and payable all outstanding amounts which would otherwise become due and payable in due course and to claim such amounts as well as any other amounts in arrears and to cease performance of its obligations hereunder as well as under any other contract with the Applicant.

10.2. NS&S shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as the Applicant is indebted to NS&S in any amount whatsoever in respect of any cause whatsoever or fails to comply with any other obligations to NS&S, whether arising out of this contract or otherwise. In particular, without limiting the generality of the foregoing, if delivery of any particular order is to take place in stages, NS&S shall not be obliged to deliver any part of the order until the price which is due in respect of the part of the order which has already been delivered, has been paid.

11. PERFORMRANCE GUARANTEE

- 11.1 In execution of this agreement and NS&S's request for security, the Applicant may be requested to provide NS&S with a contractor's guarantee in such a form and wording as NS&S may require, as security for the abovementioned and/or any indebtedness of the Applicant to NS&S arising out of the obligation referred to in this agreement or any payment made or liability incurred hereunder
- 11.2 NS&S reserves the right to require, at any time, alternative satisfactory security from the Applicant for the due performance of any of the Applicant's obligations hereunder. If NS&S so requires, the Applicant shall deliver to NS&S prior to NS&S complying with any of its obligations hereunder, such security acceptable to NS&S.

12. GENERAL

- 12.1. The Applicant shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this contract to any third party.
- 12.2. NS&S may cede or assign any rights and/or obligations which it may have in terms of this contract, at its sole discretion, to any third party without giving any notice to the Applicant.
- 12.3 NS&S may at any time only act as a broker (middleman), by supplying the goods through a third party.
- 12.4 The Applicant shall be liable for all costs incurred by NS&S in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgment.
- 12.5 Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments shall be governed by or construed under and in accordance with the laws of South Africa.
- 12.6 Should the Applicant be in default of any of the terms contained in the contract, NS&S shall be entitled in its sole discretion to institute action against the Applicant in any competent court of law or through Arbitration referred to in clause 12.7 and does the Applicant hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended as well as to the process of Arbitration as referred to in clause 12.7.
- 12.7 Any dispute, difference in opinion or claim which is based on a liquid claim or document, which stems from this agreement or which has to do with this agreement, may be resolved through the process of mediation or arbitration according to the sole discretion of NS&S. The dispute, difference in opinion or claim will in the first instance be submitted to the CFO of the Client and the CFO of NS&S for resolution. If they fail to resolve the issue within 7 days, a mutually accepted person who has knowledge in the field of the dispute must be selected who will act as a mediator and who must resolve the matter by mediation within 7 days. If such fails the dispute will be submitted to the AFSA, who will appoint an arbiter to resolve this dispute who in turn will have full authority to prescribe the manner and rules pertaining to the arbitration.
- 12.8 The Applicants' Physical Address under number 3 on page 1 for any court procedural purposes and the Applicants' e-mail address under number 7 on page 1 for all Arbitration procedures, will serve as the address where delivery of all notices, pleadings and correspondence will be accepted.
- 12.9 The Applicant consents to instruct a tracer if necessary and consent that the Creditor may compile and/or request a credit profile from any credit bureau as well as a bank report from any financial institution.
- 12.10 By signature of this document, the Applicant warrants the truth and accuracy of the information given above and acknowledges that he/she has read and understood the Standard Terms and Conditions and agrees that the Standard Terms and Conditions shall apply to all dealings between the parties.
- 12.11 All the provisions of this agreement are severable and no provision shall be effected by the invalidity of any other provision of this agreement.

SIGNATURE: _____

**FULL NAME AND SURNAME
APPLICANT - DULY REPRESENTED**

Initial _____

RESOLUTION

EXTRACT FROM MINUTES OF MEETING OF DIRECTORS / MEMBERS / TRUSTEES / COMMITTEE OF:

_____ (Full Name of Applicant)

HELD AT _____ ON THE _____ DAY OF _____ 200_____

RESOLVED:

THAT the Company / Close Corporation / Trust / Partnership make application for credit facilities with **NATIONAL SAND & STONE HOLDINGS (PTY) LTD**,
Registration Number: 2015/130431/07 and agree to their Standard Terms and Conditions;

THAT _____ (Full name of authorized person) in his/her capacity as _____ is
authorized to sign and execute all documents necessary to give effect to this resolution.

SIGNED BY ALL THE DIRECTORS / MEMBERS / TRUSTEES / COMMITTEE OF _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

NAME: _____

SIGNATURE: _____

Initial _____

DEED OF SURETYSHIP

I/We, the undersigned,

Full Name: _____ Identity Number: _____

Residential Address: _____ Marital Status: **(In community / Out of Community of Property)**

&

Full Name: _____ Identity Number: _____

Residential Address: _____ Marital Status: **(In community / out of community of Property)**

do hereby bind myself/ourselves jointly and severally unto and in favour of **NATIONAL SAND & STONE HOLDINGS (PTY) LTD, Registration Number: 2015/130431/07** (hereinafter referred to as "*the Creditor*") its order or assigns, as surety/sureties in solidum for and as joint and several co-principal debtor/s with _____ (*Applicant's name*) (hereinafter referred to as "*the Principal Debtor*") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising.

This suretyship is given as a continuing covering suretyship for any present or future indebtedness of the Principal Debtor to the Creditor and is subject to the following terms and conditions:

1. This suretyship shall remain in full force and effect notwithstanding any fluctuation in or even temporary extinction of such indebtedness.
2. I/We bind myself/ourselves in the event of the Principal Debtor being declared insolvent or being placed under judicial management not to file any claim against the Principal Debtor in competition with the Creditor.
3. I/We will be bound by all admissions or acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor.
4. For the purpose of any action against me/us, a certificate by a Director of the Creditor (whose appointment, qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the facts therein stated.
5. I/We acknowledge that all amounts due and payable by the Principal Debtor to the Creditor shall be recoverable from and paid by me notwithstanding that the Principal Debtor may have any claim or counter-claim of whatsoever nature and howsoever arising against the Creditor.
6. I/We hereby renounce the benefits of the legal exceptions "excussio divisionis"(Creditor may immediately recover the full debt of the Principal Debtor from the surety, without first instituting action against the Principal Debtor at all), "Beneficium de Duobus vel pluribus reis debendi" (Creditor may recover full amount from any surety), "no value received" with the full force, meaning and effect of all of which I/we declare myself/ourselves to be fully acquainted.
7. I/We hereby consent in terms of Section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of moneys claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of my person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing, the Creditor shall be entitled in his discretion to take any such legal proceedings in any other Court of competent jurisdiction or any Arbitrational proceedings.
8. Any dispute, difference in opinion or claim which is based on a liquid claim or document, which stems from this agreement or which has to do with this agreement, may be resolved through the process of arbitration according to the sole discretion of the Creditor. The dispute, difference in opinion or claim will be submitted to the "South African Chamber of Arbitration", who will appoint an arbiter to resolve this dispute, difference in opinion or claim in accordance with the Rules for Speedy Arbitration of Financial Claims, which rules are available on www.arbitrationsa.co.za. Any judgment passed by The South African Chamber of Arbitration is final and binding on the parties, and no party will have the right to appeal against the judgment. Any order by the arbiter of The South African Chamber of Arbitration is fully enforceable by any court which has the necessary jurisdiction.
9. In the event of it being contemplated that more than one party shall execute this document as surety and in the event of such contemplated party or parties omitting to execute this document then the remaining party or parties who have signed this document shall notwithstanding such omission, remain fully bound in terms hereof and shall be regarded as the sole surety/ies in this deed and shall not be entitled to any remission or any other advantage which they may otherwise have enjoyed by reason of the fact that such other contemplated party/ies have omitted to execute this document.
10. No consensual cancellation, variation or modification of the terms of this deed of suretyship shall be binding on the Creditor unless reduced to writing and signed by or on behalf of the Creditor and myself.
11. The Surety chooses the physical address of the applicant (Principle Debtor) as the domicilium citandi et executandi (Address for service of all relevant correspondence or documents) of the Surety.
12. The Creditor is irrevocably authorized to apply any monies received by the Creditor from the Debtor or any surety whether in terms of this suretyship or not, against the indebtedness of the Debtor to the Creditor in such manner as the Creditor in its entire discretion may think fit, including the appropriation by the Creditor of monies received to any obligation of the Debtor whether due for performance or not for which the Surety is for any reason not liable.
13. I acknowledge and confirm that this suretyship was fully completed at the time of my signature and is complete and regular in all respects.
14. Should the Creditor institute legal action in order to recover outstanding debt I consent to pay all legal fees on an attorney and own client scale as well as any tracing fees if necessary.
15. I consent that the Creditor may compile and/or request a credit profile from any credit bureau.

Initial _____

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 20 ____.

AS WITNESSES:

1. _____
Witness Signature – Full Name and Surname _____ Surety Signature – Full Name and Surname

2. _____
and Surname _____ Surety Signature – Full Name and Surname _____ Witness Signature – Full Name

Please note the signature of the spouse is required if the suretyship is signed by an individual married in Community of Property. Attached hereto the Consent (Complete in Full)

CONSENT

I the undersigned, _____ (Full names and Surname of Spouse)

Identity Number: _____ (Identity Number of Spouse)

Married in Community of Property With: _____ (Full names and Surname of Surety)

HEREBY grant consent to: _____ (Full names and Surname of Surety)

To bind him/herself and/or our joint estate as surety and co-principal debtor for the due performance of all its obligations by _____

_____ (Full name of Applicant) against **NATIONAL SAND & STONE HOLDINGS (PTY) LTD,**

Registration Number: 2015/130431/07 and further grant consent to the said _____ (Full names and Surname of Surety) to agree to all related terms and conditions according to his/her unlimited discession.

APPLICANT

Signature: _____

Full Name and Surname _____

Date: _____

Physical / Residential Address _____

Capacity: _____

SPOUSE

Signature: _____

Full Name and Surname _____

Date: _____

Physical / Residential Address _____

Capacity: _____

Initial _____