



RGS TECHNOLOGIES CC

Digital Technology @ Your Doorstep

CK No.: 2008 / 207474 / 23

VAT Reg No.: 4500252251

ZNT No.: KZN39178

Shop 1
119 Aberdare Drive
Industrial Park
Phoenix
4068

Tele: 072 264 5048

083 529 7574

072 476 9598

Email: info@rgstec.com

CREDIT APPLICATION

DETAILS OF APPLICANT									
Name of Applicant:									
Trading Name:					Date Established				
Registered Name:									
VAT Reg. Number:				Co Registration Number					
Previous Trading / Registered Name:									
Registered Name of Holding Company:									
Name of Subsidiary & Associated Companies:									
Physical / Delivery Address:									
							Code		
Postal Address:									
							Code		
Telephone:			Fax				Email		
Type of Company:					Terms	30 Days	60 Days	90 Days	
Financial Manager			Accounts Contact			Buyer			
Please indicate the E-mail address you would like your statements sent to:									
BANKING DETAILS									
Account Name:						Branch Name			
Account No.:			Bank				Date Opened		
Name of Auditors:						Telephone			
Auditors Address:									



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PARTICULARS OF DIRECTORS / MEMBERS / PARTNERS		
Name and Surname	ID Number	Residential Address
1.		
2.		
3.		
DETAILS OF TRADE REFERENCES		
Name	Telephone	Credit Limit
1.		
2.		
3.		
I / We agree that:		
1. The information contained in this document is true and correct and if credit is granted, it will be on the basis of information herein furnished.		
2. I/We am/are duly authorized to apply for credit facilities on behalf of the applicant.		
3. I/We understand and acknowledge having read the terms and conditions printed on the pages below of this application and acknowledge that it shall apply to all transactions between the applicant and RGS Technologies CC.		
To be signed by Sole Proprietor, All Members of the CC, all Directors or Partners		
Name and Surname	Designation	Signature

Please submit the following with your application:
1) Copy of IDs of Directors / Members / Partners
2) Copy of Certificate of Incorporation or CK Registration Docs and copy of CM29
3) Copy of Certificate to Commence Business
4) Copy of SARS VAT Registration Docs
5) Cancelled Company cheque



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Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with RGS Technologies CC and in consideration thereof **THE APPLICANT** does hereby irrevocably accept the following terms and conditions.

1. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi for all purposes arising out of this application at the Physical Address stipulated in the first part of this application.

2. Proof of Claims

A certificate signed by a manager or any director of **RGS Technologies CC** reflecting the amount owing by **THE APPLICANT** to **RGS Technologies CC**, in respect of the credit facilities granted to **THE APPLICANT** relating to **THE APPLICANT'S** dealings with **RGS Technologies CC**, and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by the 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.

3. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by **THE APPLICANT** to **RGS Technologies CC**, 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 **RGS Technologies CC** against **THE APPLICANT** arising out of any transaction between the parties, it being recorded that **RGS Technologies CC** shall be entitled, but not obliged, to bring any action or proceeding in the said court.



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4. 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**, and **RGS Technologies CC** shall be entitled to terminate credit in terms of section 123 of the National Credit Act.

5. Change of address

THE APPLICANT undertakes to notify **RGS Technologies CC** forthwith in writing of any change of address.

6. Objections to statement

If **THE APPLICANT** should fail to object to any item appearing on **RGS Technologies CC'S** statement of account within fourteen days of date of the dispatch of the statements the accounts shall be deemed to be in order.

7. Change of ownership

THE APPLICANT undertakes to notify **RGS Technologies CC**, in writing, within seven 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, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by **THE APPLICANT**. In addition to the foregoing, **THE APPLICANT** acknowledges that immediately upon any change of ownership in **THE APPLICANT**, **RGS Technologies CC** has the right to cause any outstanding amount whether due or not to be forthwith payable by **THE APPLICANT to RGS Technologies CC**.



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8. 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 **RGS Technologies CC**. **THE APPLICANT** must disclose the location of the goods in terms of section 91 of the National Credit Act. **RGS Technologies CC** 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 credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by **RGS Technologies CC**. **THE APPLICANT** hereby waives any right it may have for a spoliation order against **RGS Technologies CC** in the event that the **RGS Technologies CC** takes possession of any goods.

9. Valid orders

In the event of any order being given to **RGS Technologies CC** 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**. It is further the sole responsibility of **THE APPLICANT** to determine that goods ordered are suitable for the purpose of the intended use.

10. 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 **RGS Technologies CC** shall not in any way operate as or be deemed to be a waiver by **RGS Technologies CC** of any rights under this contract, or be construed as a notation thereof.

11. Payment to CREDITOR

RGS Technologies CC does not appoint the Post Office as its agents for payments by post. All payments shall be made to **RGS Technologies CC'S** place of business from where the goods were ordered. In the event of any payments being mislaid or lost in the post, **THE APPLICANT** shall be liable to **RGS Technologies CC** for payment.



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12. Credit terms

The credit terms are, unless amended in writing by a director/manager of **RGS Technologies CC**, 30 (thirty) days nett, where such days are calculated from the date of statement. Settlement is affected only on receipt of cash or due honour of cheque or similar payment instrument. Any credit facilities granted to **THE APPLICANT** by **RGS Technologies CC** is entirely at the discretion of **RGS Technologies CC**, and may be withdrawn at any time.

13. Interest on overdue accounts

RGS Technologies CC shall be entitled to charge **THE APPLICANT** interest at the rate of 2,5% per month above the prime lending rate of **RGS Technologies CC'S** bankers subject to the maximum lending rate on all accounts outstanding from due date, provided however, that nothing contained herein shall be interpreted as obliging **RGS Technologies CC** to afford **THE APPLICANT** any such indulgence to effect payment after due date.

14. Consent to sharing information

THE APPLICANT consents to **RGS Technologies CC** sharing information on his account with **RGS Technologies CC**, with other credit grantors and credit information agents. Information shared with such credit grantors and agents is used to make credit granting decisions, to prevent fraud and manage risk.

15. Delivery and Repairs

15.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of **THE APPLICANT** on **RGS Technologies CC'S** official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.

15.2 Any delivery date stated on the order confirmation is approximate only. **RGS Technologies CC** shall not be bound by that date, but will make all reasonable efforts to deliver by that date.



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15.3 Whilst **RGS Technologies CC** will endeavor 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. **RGS Technologies CC** shall in any event not be liable to **THE APPLICANT**, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.

15.4 The risk in and to the goods shall pass from **RGS Technologies CC** to **THE APPLICANT** on the date 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 **RGS Technologies CC'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 **RGS Technologies CC**. The Post Office/South African Transport Services or Road Carrier shall act as the agent of **THE APPLICANT**.

15.5 In the event of **RGS Technologies CC** acceding to any request by **THE APPLICANT** to postpone delivery of the goods, or in by the event of **THE APPLICANT** failing to give **RGS Technologies CC** sufficient information to enable it to process any order, **THE APPLICANT** will pay any costs and expenses thereby incurred by **RGS Technologies CC**.

15.6 **THE APPLICANT** agrees that goods will be offloaded at the nearest accessible point on site. **RGS Technologies CC** shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.

15.7 Any repair time or cost estimates given to **THE APPLICANT** by **RGS Technologies CC** shall be estimates only and are not considered binding upon **RGS Technologies CC**. Any item handed in for repair by **THE APPLICANT** may be sold to defray cost if such repair items are not collected within 30 days of such repair being carried out. Repairs are guaranteed for a period of three months against faulty workmanship.

15.8 All goods taken by **RGS Technologies CC** on evaluation, approval demonstration or consignment shall be deemed sold if not returned with 7 days from delivery in perfect condition, in the original packaging and with all accessories and manuals intact.

15.9 **RGS Technologies CC** acknowledges all copyrights, patents, trade marks or designs, and indemnifies **THE APPLICANT** against any claims, cost or expenses arising out of the infringement thereof.



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16. Warranties

16.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.

16.2 Liability under clause 16.1 is restricted to the cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of **RGS Technologies CC**.

16.3 THE APPLICANT will have no warranty or guarantee claims under this agreement unless **RGS Technologies CC** has received notice within fourteen days of the alleged defect occurring, a written notice from **THE APPLICANT** specifying the defect and requesting **RGS Technologies CC** to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by **RGS Technologies CC**.

16.4 THE APPLICANT shall return any defective goods to the premises of **RGS Technologies CC** at **THE APPLICANT'S** cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.

16.5 All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by **THE APPLICANT**; or should the goods be operated outside of the Manufacturer's specifications.

17. Recovery of legal/collection costs

Should **RGS Technologies CC** 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 **RGS Technologies CC'S** rights, **RGS Technologies CC** shall be entitled to recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.



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18. Responsibility for losses / damages or delays

RGS Technologies CC will not be in any way responsible for losses, damages or delays caused by arising from vis major easus fortuitous or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, 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 **RGS Technologies CC**, whether eiusdem generis with the causes aforementioned or not.

19. Set-off

It is agreed that the set-off shall operate automatically as a matter of law at the moment reciprocal debts between **RGS Technologies CC** and **THE APPLICANT** come into existence and independently of the will of the parties and it shall not be necessary for either **RGS Technologies CC** or **THE APPLICANT** to specifically raise set-off. Upon the operation of automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.

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 valid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.



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21. Suretyship

I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety and co-principal in solidum with **THE APPLICANT** in favour of **RGS Technologies CC** for the due performance of any obligation of **THE APPLICANT** and for the payment to **RGS Technologies CC** by **THE APPLICANT** of any amounts which may now or at any time be or become owing to **RGS Technologies CC** by **THE APPLICANT** from whatsoever cause arising and including, but without limiting the generality of the a 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 **RGS Technologies CC** and then only, in the event that the sums then owing by **THE APPLICANT** (whether due or not) to **RGS Technologies CC** have been paid in full. I hereby renounce the benefits of the legal exceptions "non Causa Debiti", "Ordinis Seu Excussionis et Divisions" and "cession of Action" with force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to all the terms and conditions set out in this agreement.

22. Cession of book debts

22.1 THE APPLICANT does hereby irrevocably and in rem suam cede, pledge, assign, transfer and make over unto and in favour of **RGS Technologies CC** all of its right, title, interest, claim and demand in and to all claims/debts/book debts of whatsoever nature and description and however arising which **THE APPLICANT** may now or at any time hereafter have against all or any persons, companies, firms, partnerships associations, syndicates and other legal personae whomsoever (the Applicant's debtors) without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by **THE APPLICANT** to **RGS Technologies CC** from whatsoever cause or obligation howsoever arising which **THE APPLICANT** may be or become bound to perform in favour of **RGS Technologies CC**.

22.2 Should it transpire that **THE APPLICANT** at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest, in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Applicant's reversionary rights. Notwithstanding the terms of the a foregoing cession, **THE APPLICANT** shall be entitled to institute action against any of its debtors provided that all sums of money which **THE APPLICANT** collects from its debtors shall be collected on **RGS Technologies CC'S** behalf and provided that further **RGS Technologies CC** shall at any time be entitled to terminate **THE APPLICANT'S** rights to collect such monies/debts.



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22.3 THE APPLICANT agrees that **RGS Technologies CC** shall be entitled at any time or times hereafter to give notice of this cession to all or any of **THE APPLICANT'S** rights.

22.4 THE APPLICANT further agrees that **RGS Technologies CC** shall, at any time, be entitled to inspect any of **THE APPLICANT'S** books or records and in addition shall be entitled to take possession of such books and records (of whatsoever nature) to give effect to the terms of this cession.

23. 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. This agreement shall be governed by the laws of South Africa.

THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein. THE APPLICANT further warrants that he/she has read and understood the contents of clause 21.

Thus signed by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

Signed		COMPANY STAMP
Name		
Designation		
Date	/ /	