



**SUPREME SPRING (A DIVISION OF METINDUSTRIAL (PTY) LTD)**  
P.O. Box 1529  
Nigel  
1490  
Registration No 1949/031259/07  
Tel No (011) 739-9200  
Fax No (011) 814-7262  
Email: finance@supremespring.co.za

**TRADE FACILITY APPLICATION FORM**

**PRIVATE AND CONFIDENTIAL**

<b>Sole Proprietor</b>	<b>Close Corporation</b>	<b>Private Company</b>	<b>Public Company</b>

<i>Registered Name Of The Business:</i>			
<i>Trading Name:</i>			
<i>Registration Number:</i>			
<i>Date Of Incorporation:</i>			
<i>Main Business:</i>			
<i>Registered Address:</i>			
<i>Delivery Address:</i>			
<i>Postal Address:</i>			
<i>Physical Address:</i>			
<i>Telephone Number:</i>		<i>Fax Number:</i>	
<i>Auditor/Accounting Officer's Name:</i>			
<i>Auditor's Telephone No:</i>		<i>Auditor's Fax No:</i>	



**Full name/s of Sole Proprietor, Partners, Members, Directors, Shareholders**

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

**Has the purchaser issued/signed any guarantees in favour of other creditors?**

YES	
:	
NO :	

**Have the owner/directors of the purchases issued/signed any guarantees in favour of other creditors?**

YES	
:	
NO :	

**Has an act of insolvency ever been committed by the purchaser?**

YES	
:	
NO :	

If the answer to any of the above questions is **YES** please specify:



**Accounts Department:**

Contact Mr/Mrs :		Telephone No :	
Statement of Account Address :			
Statement of Account e-mail Address:			
Invoicing Address :			
Invoicing e-mail Address:			
Vat Registration No :			
Name Of Bankers :			
Branch :		Account No :	

**Trade References:**

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

Title:	
Name:	
Business Address:	
Identity No:	
Telephone No:	

**Maximum Monthly Balance Required**

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**CONDITIONS OF SALE**

1. That by accepting the goods the purchaser accepts and agrees to the terms and conditions of sale of Supreme Spring (A Division of Metindustrial (Proprietary) Limited) (Seller) which terms and conditions the purchaser acknowledges having read and understood.
2. The purchaser acknowledges that irrespective and despite purchase orders placed on the seller that the seller has the right to vary selling prices as and when is necessary at the sellers sole discretion.
3. That ownership of the goods shall not pass to the purchaser until the purchaser has paid the purchase price in full.
4. **PAYMENT**
  - 4.1 Payment for all goods supplied by the (seller) to the purchaser must be made within (30) days of the seller's statement.
  - 4.2 All payments due and payable in terms of this agreement shall be made to the seller at 45 Johnson Road Pretoriusstad Nigel, South Africa.
  - 4.3 Interest at 2% (two percent) per month shall be charged on all overdue amounts, calculated from the date the payment is due to the date when payment is actually received by the seller.
- 5 No order is binding on the seller unless and until accepted or confirmed in writing by the seller.
- 6 Should it at any time become necessary for the seller to take any legal action to enforce any of its rights in terms of this agreement or to recover any amount that may be due to it in connection with this agreement the purchaser shall bear the seller's legal costs on the scale as between attorney and own client (including collection commission and collection costs, if applicable) and subject to any applicable laws, the purchaser waives all the rights of set-off against the seller



- 7 The seller shall be entitled, but not obliged, to institute any proceedings arising out of this agreement in any Magistrate's Court Act 32 of 1944 as amended, and the purchaser consents to the jurisdiction of such court in terms of section 45 of the Act, despite the fact that the amount in dispute might otherwise exceed the jurisdiction of such court.
- 8 All outstanding payments due to the seller shall fall due on demand and all terms remain subject to review at the seller's discretion.
- 9 Should any outstanding fall due to the seller the payment shall promptly be paid and any right to set-off is specifically excluded
- 10 **LIABILITY WILL BE IMPOSED ON THE PURCHASER**
  - (i) for the price of any goods ordered orally by any person purporting to be a representative of the purchaser and received by any person purporting to be acting on the purchaser's behalf if the purchaser created the impression that the person had the right to act on its behalf;
  - (ii) for the price of any goods reflected on any invoices received by the purchaser on the first statement of account received by the purchaser, debiting such price to the purchaser's account unless such liability and/or price is disputed in writing, within (7) days from the date of receipt of such statement or invoice, whichever has been received earlier.
- 11 All goods sold to the purchaser shall be free from defects and will conform to the appropriate specifications.
  - 11.1. Subject to any law, the seller's sole obligation and the purchaser's sole remedy under this warranty, and any warranty at common law, shall be that the seller shall replace defective goods free of charge, which shall have been reported to the seller by the purchaser as defective in writing and returned to the seller within (6) months of delivery, and upon inspection by the seller shall be determined by the seller to be defective
  - 11.2. except for the warranty given by the seller and if applicable the implied warranty of quality set out in the Consumer Protection Act 68 of 2008, no warranty express tacit or implied at common law, no warranty shall be binding on the seller and the purchaser indemnifies and holds harmless the seller from any liability of any kind or nature whatsoever to customers and third parties which may arise from the sale of the goods to the purchaser by the seller in terms of this agreement and the use of the goods by any consumer. In no event shall the seller be liable for any incidental, indirect, special or consequential damages in connection with or arising out of the sale of the goods in terms of this agreement and the use of the goods by any consumer and the purchaser's sole remedy against the seller shall be limited to the remedy provided in sub-clause 11.1;



11.3. all goods delivered to the purchaser will conclusively be deemed to have been received by the purchaser in good order and in good conditions unless the purchaser makes a written complaint to the seller within (7) days of delivery of such goods. The seller endeavors to deliver the goods on the agreed date and at the agreed time or as soon as possible thereafter, if any or otherwise within a reasonable time after the goods are ordered by the purchaser, however the seller will not be liable should it fail to deliver the goods as agreed so for any reason;

11.4. all invoices and statements of account posted/e-mailed by the seller shall be deemed to have been received by the buyer (7) days after the date of posting of such invoices and statements to the address specified in the trade facility application form

## 12. LEGISLATION

12.1. If required by the National Credit Act 34 of 2005 the purchaser's credit information received, collected, maintained, reported supplied, made-available or otherwise dealt with in terms of this agreement shall be so dealt with by the seller in accordance with the requirements of the NCA, the regulations thereto and any other applicable legislation.

12.2. The prescribed sources from which the seller obtains information for the purposes of compiling a report concerning the purchaser are as follows:

- credit providers;
- organs of state, including a court or judicial officer;
- any provider of a continuous service;
- a person providing long term and short term insurance;
- entities involved in fraud prevention;
- educational institutions;
- debt collectors to whom book debt was ceded or sold by a credit provider; and
- other registered credit bureau.

12.3. The purchaser is advised that the seller makes use of a credit bureau to assess the purchaser's credit worthiness. These checks will be performed in accordance with the **NCA**.

13 This agreement constitutes the entire agreement between the seller and the purchaser, despite the fact that the purchaser may have printed any of its own terms and conditions on any document which may be handed or sent to the seller by the purchaser, and any variations and/or amendments to this agreement shall be of no force and effect unless reduced to writing and signed by the seller and purchaser



**Financial Director & Company Secretary  
Supreme Spring (A Division of Metindustrial (Proprietary) Limited)**

**The following provisions apply in respect of any goods which we supply to you at your request despite any provisions to the contrary contained in your purchase order and terms of trade.**

**In the event of any product recall campaign, whether at our or your instance, our liability to you for any loss or damages (including special, indirect or consequential) and claims or costs which you may sustain or incur arising from such recall, shall be limited in total to an amount equivalent to the amount/s recoverable by us from our insurers in respect of such claim.**

**Please confirm your acceptance of the above by signing and returning the duplicate of this agreement.**

**The above conditions are accepted**

<b><i>Name of Signatory :</i></b>	
<b><i>Capacity :</i></b>	