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## APPLICATION FOR CREDIT FACILITIES

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This application for credit is in respect of:

<b>InterCement South Africa (Pty) Ltd.</b>	2014/286430/07	<input type="checkbox"/>
<b>South Coast Stone Crushers (Pty) Ltd Trading as NPC Aggregates</b>	1986/000560/07	<input type="checkbox"/>
<b>Concrete Mix (Pty) Ltd Trading as NPC Concrete</b>	2003/17765/07	<input type="checkbox"/>
<b>Sterkspruit Aggregates</b>	2001/029388/07	<input type="checkbox"/>
<b>Eagle Quarries (Pty) Ltd Trading as NPC Aggregates</b>	2004/004826/07	<input type="checkbox"/>
<b>Eagle Concrete (Pty) Ltd Trading as NPC Concrete</b>	2004/003727/07	<input type="checkbox"/>

(Please tick appropriate box / boxes)

In this Credit Application form one of the above companies shall be referred to as the "Company".



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## APPLICATION FOR CREDIT FACILITIES

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This application, together with the Conditions of Sale, is the contract between the Company and the customer. The following information is important for our (forthcoming) relationship, please ensure that you acquaint yourself with all the documentation including the Conditions of Sale, a copy of which may be retained for your reference.

### **CUSTOMER DETAILS:**

Registered Name of Business : \_\_\_\_\_

Trading Name of Business : \_\_\_\_\_

Company / CC Registration No. : \_\_\_\_\_

Date of Registration : \_\_\_\_\_

Type of Business :

Public Company	<input type="checkbox"/>	Private Company	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>	Trust	<input type="checkbox"/>

Other : \_\_\_\_\_

Registered Address : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Physical Address : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Postal Address : P.O. Box : \_\_\_\_\_

Town & Province : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ Cellular No. : \_\_\_\_\_

Facsimile No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

Vat Registration Number : \_\_\_\_\_

### **Previous trading names / addresses of the Business:**

(1) Name : \_\_\_\_\_

Address : \_\_\_\_\_

Shareholders / Directors / Members / Partners / Trustees (whichever is applicable) :

(1) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(2) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(3) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(4) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(5) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(6) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

(7) Name : \_\_\_\_\_  
ID Number : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

Trade References :

- (1) Company Name : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Credit Limit : \_\_\_\_\_ Terms : \_\_\_\_\_
- (2) Company Name : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Credit Limit : \_\_\_\_\_ Terms : \_\_\_\_\_
- (3) Company Name : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_ Credit Limit : \_\_\_\_\_ Terms : \_\_\_\_\_

Bank :

Name of Bankers : \_\_\_\_\_ Branch Name : \_\_\_\_\_  
Account No. : \_\_\_\_\_ Branch Code : \_\_\_\_\_  
Type of Account :      Cheque                       Transmission                       Savings

Details of Securities held by Bank/s (e.g. sureties, mortgage and notarial bonds, pledges and cession of debts) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Auditors/Accountants :

Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_ Tel : \_\_\_\_\_

**ESTIMATED MONTHLY REQUIREMENTS:**

The Company manufactures and supplies various products to the construction industry. To accommodate you with regard to credit facilities, please indicate what products you envisage using from the Company and your monthly credit requirements in respect of the various products.

Product	Please tick appropriate block	Volume	Monthly usage rand value
Cement	<input type="checkbox"/>	_____	R _____
Aggregate and sand	<input type="checkbox"/>	_____	R _____
Readymix concrete	<input type="checkbox"/>	_____	R _____
Total maximum credit required			R _____

**BUSINESS INFORMATION:**

Nature of Business? \_\_\_\_\_

Date business commenced : \_\_\_\_\_ Years under present ownership? \_\_\_\_\_

Are business premises  Owned  Rented

**PLEASE TICK CORRECT ANSWER:**

Has the customer issued any guarantees in favour of any of its creditors?  YES  NO

Have the directors or members of the customer signed any personal suretyship in favour of any creditors  YES  NO

Have the directors, shareholders or members ever been directors, shareholders or members of any business that has gone into liquidation?  YES  NO

Have your book debts been ceded?  YES  NO To whom \_\_\_\_\_ Date Ceded \_\_\_\_\_

Are your latest financial statements available for inspection?  YES  NO

**DETAILS OF FIXED PROPERTY**

	In what name is property registered?	Year Purchased	Current Market Value	Bond Holder	Bond Value
1.					
2.					
3.					

**DETAILS OF LEASED / RENTED PROPERTY**

Name and Address of Landlord: \_\_\_\_\_

Period of Lease: \_\_\_\_\_

**DECLARATION :**

**I warrant that :**

- I am duly authorized to act on behalf of the customer;
- I have received a copy of and have read and understood the Conditions of Sale;
- All the information given in this application form is true and correct.

**I agree :**

- to the terms and conditions set out in the Conditions of Sale;
- that the Company may make any enquiries that it deems necessary in connection with this application for credit facilities and may obtain from and disclose to any credit bureau or any other person with whom the customer has had financial dealings, any information about the customer's credit profile and payment history;
- that the customer will continue to be bound by the terms of this application and the Conditions of Sale even if the Company allows the customer to exceed the maximum credit applied for in terms of this application for credit facilities;
- that, if I am a juristic person, the registered address, and, if I am a natural person, the physical address, on page 1 of this application form will be the *domicilium citandi et executandi* of the customer for the service of any legal process in relation to any matter arising out of this application for credit facilities.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Full Names : \_\_\_\_\_

Identity No. : \_\_\_\_\_

Designation : \_\_\_\_\_



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## SURETYSHIP IF THE CUSTOMER IS A COMPANY / CLOSE CORPORATION

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We, the undersigned

\_\_\_\_\_ [Name]

And

\_\_\_\_\_ [Name]

as member / directors of \_\_\_\_\_ [Name of Company / CC / Trust]

("the Customer"), hereby bind ourselves, jointly and severally, as sureties and co-principal debtors with the customer to and in favour of Natal Portland Cement Company (Pty) Limited / South Coast Stone Crushers (Pty) Limited / Concrete Mix (Pty) Limited ("the creditor") for the due and punctual performance of the customer's obligations owing by the customer to the creditor arising from any cause of action whatsoever and whether currently owing or arising from a future cause of indebtedness.

In terms of this deed of suretyship, I/we hereby renounce all the legal exceptions including the benefits of excussion. I/we acknowledge that this suretyship shall remain in force as a continuing guarantee for the indebtedness of the customer to the creditor and shall only be capable of being terminated by written agreement between the parties.

I/we acknowledge that the suretyship shall be valid at all times and enforceable despite that:

- (a) any intended co-surety or co-principal debtor may not sign this or any other suretyship or may not be bound for any other reason;
- (b) any co-surety or co-principal debtor may be released or may cease to be bound for any other reason;
- (c) the intended security may not be obtained from the customer or may be released or may cease to be held for any other reason;
- (d) the creditor may give extended terms or any other indulgence in respect of any claim, indebtedness or liability owed by the customer to the creditor.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

Full Names \_\_\_\_\_

Identity No \_\_\_\_\_

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

Full Names \_\_\_\_\_

Identity No \_\_\_\_\_



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## CONDITIONS OF SALE

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These Conditions of Sale, together with the Application for Credit Facilities shall constitute the contract between the Company and the customer.

These Conditions of Sale comprise of the following 2 documents:

- the Company Code of Conduct for the category of product purchased the Customer; and
- the General Conditions set out below.

Please ensure that all the documents comprising these Conditions of Sale is understood, because it's information that is mutually beneficial.

### DELIVERY PROCEDURE

Product sold by the Company is supplied in the following categories:

- Bag Cement
- Bulk Cement
- Mini-Bulk Cement
- Slagment
- Ready Mix
- Aggregate
- Road Deliveries
- Collections
- Collections from NPC
- Collections from Designated Depots

Specific terms apply to the delivery of each category of product. The terms are set out in the relevant NPC Code of Conduct, which forms part of these Conditions of Sale.

### GENERAL CONDITIONS

#### 1. SALE OF PRODUCT

- 1.1 All sale of product by the Company shall be subject to these Conditions of Sale. No verbal arrangements, agreements, undertakings, specifications, quotation or representations shall be valid as between the Company and the customer.
- 1.2 These Conditions of Sale shall take precedence over all other terms and conditions of the customer and shall constitute the sole contract between the parties.

#### 2. PRICE

- 2.1 All product is sold at the price ruling for each category **on the date of delivery**. The Company is not bound by any earlier quotation or price as at the date of order.
- 2.2 All quoted prices are :
  - 2.2.1 inclusive of VAT and subject to adjustment by the Company from time to time. Any such adjustment will take effect on the date stipulated by the Company;
  - 2.2.2 Additional charges will be shown separately on invoices where appropriate. The pallet charge will be refunded on return of the pallets, in good condition.



### 3. TERMS OF PAYMENT

- 3.1 Payment for all orders of product must be made either by way of cash, bank guaranteed cheque or electronic bank transfer.
- 3.2 Where the Company has granted 25 days credit payment must be made on or before the 25<sup>th</sup> day after statement. Where credit terms have not been agreed, payment must be made on or before collection or delivery of the product.
- 3.3 Should payment not be made on the due date, the Customer will be liable to pay the Company interest on that amount from the due date until the date of actual payment, compounded monthly in arrears and calculated on a day to day basis at a rate of 4% per annum above the prime overdraft rate of the Company's bankers, from time to time.
- 3.4 The Customer shall be in default if one of the following happens:
- 3.4.1 failure to pay any amount of money due to the Company on the due date;
  - 3.4.2 sequestrated or placed in liquidation (whether provisional or final, voluntary or compulsory) or under judicial management;
  - 3.4.3 failure to satisfy any judgment granted against it within 7 days of the date of judgment.
- 3.5 If the Customer is in default, the Company may at its election:
- 3.5.1 immediately suspend all deliveries to the Customer, without any form of notice;
  - 3.5.2 immediately cancel all and any orders placed by the Customer without notice;
  - 3.5.3 claim immediately payment from the Customer of all monies due to the Company notwithstanding that any such monies are not yet due for payment.

### 4. ORDERS

- 4.1 If the Customer has an account with the Company, the account number must be quoted when placing an order with the Company sales department in order to ensure that the correct account is debited.
- 4.2 After an order has been placed, a Company sales representative will confirm with the Customer that the details of the order are correct before providing the Customer with a reference number for the order subject to the Company's General Conditions. Should the Customer wish to make an enquiry about or change the order subject to product availability on day of delivery, the reference number must be quoted.

### 5. DELIVERIES

- 5.1 The terms and conditions relating to the delivery of the different categories of product are set out in the Company's Delivery Procedure.
- 5.2 The mass of any bulk product delivered is determined by the assized weighbridge located at the factory supplying the product. The measurement of the weighbridge shall be deemed to be correct and accurate unless the contrary is proved.
- 5.3 A delivery note purporting to be signed on behalf of the Customer by an authorized signatory shall constitute prima facie proof that the quantity of product reflected on the delivery note has been received in good condition.
- 5.4 If any load of product is diverted, the Customer shall be liable for any additional costs incurred by the Company as a result of the diversion. The Customer shall also be liable for additional charges if any delivery vehicle is delayed at a delivery site. The Customer agrees to pay any such additional costs and charges on demand.

5.5 The Company shall not be bound by any deadline or delivery date for the product. In the event of there being any failure by the Company to effect delivery at any specified date, then the customer shall not be entitled to withhold payment due to the Company nor shall the customer be entitled to claim any form of damages or losses from the Company.

## 6. OWNERSHIP AND RISK

6.1 Notwithstanding delivery, the Company retains ownership of all product sold to the Customer until the Company has received payment in full for the product.

6.2 All risk in and to the product and of loss caused by it passes to the Customer on delivery of all or any portion of the product.

6.3 In regard to delivery of products from a depot, the customer shall arrange its own transport and the risk in and to the product shall pass to the customer on the loading of the product onto the customer's vehicle.

## 7. WARRANTIES BY NPC

7.1 All product supplied will meet the specifications set out in the appropriate Company specification sheet. The Company agrees that any other warranties (express or implied) are specifically excluded.

7.2 Although the Company may be aware that the product ordered is required for a particular purpose, no warranty or representation is given by the Company that any product supplied will be suitable for such purpose. On placing an order, the Customer will be deemed to be satisfied with the suitability of the product ordered.

## 8. COMPLIANCE WITH LAWS

The Customer must comply with all relevant laws, regulations and by-laws while on the Company property, including but not limited to, the Occupational Health and Safety Act 85 of 1993, the Mine Health and Safety Act 29 of 1996 and all other laws relating to occupational health and safety, protection of the environment and handling of hazardous substances.

## 9. INDEMNITY

**The customer hereby indemnifies the Company against all and any claims that may be made against the Company, its directors, members, employees and agents, arising out of the supply, sale and delivery of product by the Company to the customer.**

## 10. EXCLUSION OF LIABILITY

**The Company shall not be liable to the customer for any losses, whether direct or indirect, consequential, contingent or otherwise arising from any willful or grossly negligent acts by the Company or its directors, employees or agents.**

## 11. FORCE MAJEURE

**In the event of any act of God, war, rebellion, riot, civil commotion, labour suspension, fire, accident, machinery malfunction, or any other circumstance arising or action taken beyond or outside the reasonable control of the parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "Force Majeure") then performance under this agreement shall be delayed until such time as the circumstance no longer prevents performance and neither party shall have any claim against the other as a result of such delay, provided that the application of this clause shall not affect the liability of either of the parties in respect of any claim, matter or incident which arose or existed prior to the occurrence of such event.**

## 12. CERTIFICATE OF BALANCE

**The customer acknowledges that a certificate of balance signed by any manager of the Company (whose authority need not be proved) shall be prima facie proof of the amount outstanding and due by the customer to the Company.**

13. **GENERAL PROVISIONS**

- 13.1 These Conditions of Sale and any documents referred to in them are the whole agreement between the Company and the Customer relating to the sale of product.
- 13.2 Neither party will be bound by any variation of these Conditions of Sale or any waiver of any rights under these Conditions of Sales unless the variation or waiver is in writing and signed by both the Company and the Customer.
- 13.3 No indulgence which the Company may give at any time in regard to the carrying out of any of the Customer's obligations will prejudice or be a waiver of any of the Company's rights.
- 13.4 The Customer will be liable for all expenses incurred by the Company in exercising any rights arising out of breach of the Customer's obligations in terms hereof, including legal charges between attorney and client, collection charges and tracing fees.
- 13.5 If any provision of these Conditions of Sale is, or becomes, invalid or unenforceable, it shall be severable from the rest of the Conditions of Sale, which will continue to be binding on the parties.
- 13.6 These Conditions of Sale must be interpreted and implemented in terms of the law of the Republic of South Africa.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Full Names : \_\_\_\_\_  
TO BE PRINTED

Identity No. : \_\_\_\_\_

Designation : \_\_\_\_\_

**FOR OFFICE USE ONLY**

**REPRESENTATIVE'S COMMENTS**

.....  
 .....  
 .....

Date : ..... Representative's signature : .....

**CREDIT APPROVAL**

Credit approved : (Yes / No) .....

Reason : .....

Category : ..... Payment terms : ..... Credit limit : .....

Credit Bureau Report : ..... Date of Report : .....

Supervisor/Credit Manager : ..... Date : .....

Financial Manager : ..... Date : .....

Managing Director : ..... Date : .....

**CREDIT AUTHORISATION**

The following authorization matrices will apply to the management of credit. Unless otherwise specified credit matters will be jointly authorized by the following groups:-

Credit Limits	Supervisor	Credit Manager	Finance Manager	2 Directors
Cement	R0 to R200,000	R200,001 to R500,000	R500,001 to R1,000,000	R1,000,001 and above
Aggregate	R0 to R200,000	R200,001 to R500,000	R500,001 to R1,000,000	R1,000,001 and above
Ready mix	R0 to R200,000	R200,001 to R500,000	R500,001 to R1,000,000	R1,000,001 and above

**CREDIT LIMIT REVIEW**

Current Credit Limit	Reviewed Limit	Signatures	Date