



Lambrianos Group

Costa Lambrianos (Pty) Ltd

CREDIT APPLICATION FORM

Company Name			
Trading As:			
Sole Trader:	Partnership:	(Pty) Ltd or CC Company	
Company/CC Reg. No.		VAT No.	

Postal Address:		
		Code:
Delivery Address:		
		Code:
Tel:	Fax:	Email:

Name of Proprietor(s), Partners and Directors	
Name	ID Number
1.	
2.	
3.	

Bankers:	Acc. No.	Branch Code:
Type of Business:		
How long has business been established:		

Trade references (Minimum two)		
1.		
Tel:	Acc. No.:	Contact:
2.		
Tel:	Acc. No.:	Contact:

Expected Monthly Purchases: R	Credit Limit Required: R
Please note! All accounts payable within 30 Days after date of statement.	

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND I AGREE TO THE STANDARD TERMS AND CONDITIONS OF SALE OF YOUR COMPANY	
Authorised and signed by: _____	Date: _____
Capacity: _____	Signature: _____

FOR OFFICE USE:			
Accepted:	Yes / No	Authorised:	Credit Controller
Account Number:		Authorised:	Authorised:
Comments:		Date:	
		Managing Director	
		Authorised:	
		Date:	



Costa Lambrianos (Pty) Ltd

CREDIT APPLICATION TERMS & CONDITIONS

1. Unless specifically arranged, the DEBTOR acknowledges that credit facilities granted are payable within thirty (30) days from date of statement, which date shall be deemed to be the last day of every month.
2. Credit facilities may be withdrawn by the CREDITOR at any time without prior notice and the CREDITOR reserves the right to review the extent, nature and duration of such facilities at all times. On withdrawal, all amounts owing to Costa Lambrianos (Pty) Ltd shall be immediately due and payable.
3. A certificate by a director of the CREDITOR showing the amount due and owing by the DEBTOR to the CREDITOR at any given time shall be sufficient prima facie proof of the facts therein stated for the purposes of all legal proceedings against the DEBTOR for recovery of the said amount.
4. Ownership of the goods sold and delivered to the DEBTOR on account shall pass to the DEBTOR only when all amounts due by the DEBTOR to the CREDITOR have been paid, notwithstanding delivery of the said goods to the DEBTOR.
5. The DEBTOR waives all rights to claim prescription under the relevant sections of the Prescriptions Act No. 65 of 1968.
6. Should the CREDITOR agree to accept the return of any goods for credit after fourteen (14) days from date of initial delivery, the DEBTOR shall be liable to pay the CREDITOR a handling charge of 10% on the invoiced price of the goods returned.
7. In the event of the CREDITOR instructing attorneys to collect from the DEBTOR any amount owing to the CREDITOR, the DEBTOR agrees to pay all costs on the attorney and own client scale and also collection charges.
8. The DEBTOR further consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said ACT, notwithstanding that the claim by the CREDITOR exceeds the normal jurisdiction of the Magistrate's Court with regard to the amount of the claim.
9. The DEBTOR nominates as its domicilium citandi et executandi the registered office/business address as reflected on the face hereof for service upon it of all notices and processes in connection with any claim for any sum due to the CREDITOR arising from credit facilities granted by the CREDITOR to the DEBTOR.
10. No relaxation or indulgence granted to the DEBTOR by the CREDITOR shall be deemed to be a waiver of any of the CREDITOR's rights in terms hereof and such relaxation of indulgence shall not be deemed a waiver of any of the terms and conditions set out herein, or create any estoppels against the CREDITOR.
11. Each of these terms and conditions shall be considered separately. In the event that any of the terms and conditions herein set forth are affected by any legislation or if the provisions herein contained are held to be invalid or unenforceable, then such provisions shall be ineffective only to the extent of their invalidity or unenforceability and each of the remaining provisions hereof shall remain in full force and effect.
12. If any amount owed by the DEBTOR is not paid on due date, then without prejudice to any other right it may have the CREDITOR may immediately suspend the carrying out of any of its then uncompleted obligations until payment is made.
13. In the event of there being any special terms and conditions relating to the supply of goods which conflict with these terms and conditions, then these terms and conditions shall always prevail.
14. **CESSION AND ASSIGNMENT**
 - 14.1. Costa Lambrianos (Pty) Ltd shall be entitled, without any notice to the Applicant, to cede all or any of its rights, or delegate any of its obligations under this Credit Application Agreement and the Applicant shall, if so required by any cessionary after receiving notice of the cession, make all payments directly to such cessionary.
 - 14.2. The Applicant shall not assign any of its obligations to any third party without the prior consent of Costa Lambrianos (Pty) Ltd.