



**KEMKLEAN**<sup>®</sup>  
HYGIENE SYSTEMS

KEMKLEAN (PTY) LTD · Reg. No. 1937/009586/07



Head office Cape Town

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**SABS**  
ISO 9001

# Customer Information Form

**Other Branches** ♦ Jet Park ♦ Rustenburg ♦ Durban ♦ Klerksdorp ♦ Pietermaritzburg ♦ Kimberley ♦ Port Elizabeth

**For office use only:**

Date Approved:

Account No:

Sales Consultant:

**CREDIT APPLICATION FORM incorporating SURETYSHIP**

1. Registered name of purchaser .....
2. Trading name of purchaser .....
3. Name of holding company / major shareholders .....
4. (a) Nature of business activities .....
- (b) Type of business entity: Company / Close Corporation / Partnership .....
5. (a) Date company / close corporation/ partnership/business registered/ established .....
- (b) Company registration no .....
6. Postal address ..... Code .....
7. Physical address ..... Delivery Address .....
- .....Code .....
8. Company e-mail address .....
9. Contact Person: First name and Surname    Title                      Telephone No                      Fax No
- (a) In accounts: .....
- E-mail address: .....
- (b) In purchasing (i) .....
- (ii) .....
10. Registered VAT vendor? Yes/No ..... VAT Registration No .....
11. Details of managing director/directors/members/partners/owners
- (a) Name..... (b) Name .....
- Residential address                                      Residential address
- .....
- .....
- Identity number ..... Identity number .....
- (c) Name ..... (d) Name .....
- Residential address                                      Residential address
- .....
- .....
- Identity number ..... Identity number.....
12. Major Trade References
- (a) Company Name ..... (b) Company Name .....
- Telephone number ..... Telephone number .....
- Contact person ..... Contact person .....
- Average monthly purchase ..... Average monthly purchase .....
- (c) Name ..... (d) Name.....
- Telephone number ..... Telephone number .....
- Contact person ..... Contact person .....
- Average monthly purchase ..... Average monthly purchase .....
13. Bank ..... Branch ..... Tel No .....
- Account No ..... Number of years account held at this branch .....
14. Name of Auditors ..... Tel No .....
15. BEE Certificate... Yes / No Contribution level: .....

**Initials** \_\_\_\_\_

- 16. If you are not a listed company or subsidiary of a listed company, we may require copies of the following documents.
  - (a) Company: Certificate of incorporation and certificate to commence business.
  - (b) Close Corporation: Founding statement and corporation agreement.
  - (c) Partners: Partnership agreement and identity documents of partners.
  - (d) Private Individual: Identity document.
- 17. Monthly credit required R.....
- 18. If not a listed company or subsidiary of a listed company and the monthly credit required exceeds R10 000. We may wish to peruse your latest financial statements.
- 19. Are the directors/members/owners/company prepared to sign guarantees if requested to do so? Yes/No.
- 20. I/We hereby authorize KEMKLEAN (Pty) Ltd, its associates and subsidiaries to make use of the information contained herein and to contact any person and/or undertaking named herein to determine whether or not to open or continue an account for me/us.
- 21. I/We warrant and certify that:
  - (a) The above information is true and correct.
  - (b) I am/we are duly authorized to sign this application for credit facilities.
  - (c) I/We have read and understood the Conditions of Sale and Tender incorporating Suretyship and Cession of Debtors.
  - (d) I/We undertake to pay my/our account **within 30 days after date of monthly statement**; prices are net discounts will be deducted from my/our payment.
- 22. *Kemklean (PTY) Ltd is hereby authorised to increase this credit limit automatically from time to time.*

Signed .....

Name .....Company Stamp .....

Designation ..... Date .....

On behalf of (name of enterprise) .....

FOR OFFICE USE ONLY

Monthly credit R..... Terms .....

Bank Reference R.....over.....days Rating.....

Area Code.....Rep Code.....Acc No.....

Customer Grouping .....

Comments.....

.....

.....

Approved (signature) ..... Date.....

**DEBTORS CONTROLLER**

Approved (signature) ..... Date.....

**FINANCIAL MANAGER**

Initials \_\_\_\_\_

**Conditions of Sale and Tender incorporating Suretyship and Cession of Debtors**

1. In the Conditions of Sale "the Supplier" shall mean KEMKLEAN (Pty) Ltd, its associates and subsidiaries and "the Customer" shall mean the person/enterprise/company with whom the Supplier contracts; unless the context otherwise requires, the words imparting the singular shall include the plural and vice versa.
2. This Contract contains the entire agreement between the parties and any other terms, provisions, conditions or cancellation thereof, whether express or implied, are excluded here from and any variations, alterations or additions to this Contract shall not be of any force or effect or legal validity unless reduced to writing and signed by one of our authorized officials. No representative, agent or salesman is entitled to vary these conditions in the absence of express authority from the management of the Supplier.
3. All quotations unless in writing are for information purposes only and are not to be considered as an offer by the Supplier. The price quoted on receipt of the Customer's order for goods shall constitute an offer, irrevocable for thirty days, and dispatch by the Supplier of the goods, or formal acknowledgement by the Supplier of the Customer's order, shall constitute acceptance of the said offer which together with the Conditions of Sale shall constitute the Contract of Sale.
4. Quotations for goods stated to be for delivery from stock are subject to the supplier having stock and are subject to the supplier not having sold or committed itself to third parties in respect of such stock at the date of acceptance of its quotation.
5. Unless otherwise specified, the Supplier's prices include packing and delivery in accordance with its standard practice. The Supplier reserves the right to make additional charges if the Customer requires a method of packing or delivery different to that normally employed by the Supplier; such charges will be as stated in the Contract.  
Any period or date of dispatch quoted is given and intended as an estimate only and the Supplier shall not under any circumstances be liable for any loss or damage arising directly or indirectly out of delays in such dispatch. In all cases, whether a time for delivery be quoted or not the time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions or lack of instructions from the Customer, or by industrial dispute, or by reason of suppliers failing to delivery timeously, or by reason of force majeure or by any cause whatsoever beyond the Supplier's reasonable control. A contract shall not be cancelled on the grounds of the Supplier's delay, unless the Supplier shall first have received reasonable notice of the Customer's intention to insist upon adherence to contractual delivery dates. The Supplier shall have the right to effect part deliveries. Neither failure on the part of the Supplier to make any delivery or part delivery in accordance with these Conditions nor any claim by the Customer in respect of such delivery or part delivery shall entitle the Customer to reject the balance of the order.
6. While the supplier endeavours to deliver the correct quantity recorded, its quotations are conditional upon the margin of ten per centum being allowed for over or under supply. In such circumstances the invoice may be amended accordingly, subject to the Supplier's absolute discretion.
7. Risk in the goods shall be deemed to have passed to the Customer on delivery of the goods to the Customer by means of the Supplier's transport, or in the event that the Supplier does not make delivery of the goods, on delivery thereof to either the Customer's carrier or any other carrier, notwithstanding that the carrier's charge might be paid by the Supplier. However, ownership in any goods delivered remains vested in the Supplier until the entire purchase price shall have been paid.
8. No claim for shortages in delivery or damage in transit can be entertained unless noted on the Supplier's copy of the Delivery Note and confirmed in writing within three days after delivery or in the event of non-delivery, within ten days of invoice. Should the customer fail to notify the Supplier of such shortages, damages or non-delivery within the specified periods, the Supplier's statement of account shall be deemed to be in order and the Customer shall be deemed to have received delivery of each and every item appearing on such statement of account, complete and in good order and condition. No responsibility will be accepted for any loss of mass or volume of products while in transit occasioned through drying or evaporation. The Supplier shall not be responsible for damages suffered by the customer relating to mass and quality or non-delivery of goods where delivery is effected by a third party.
9. The Customer agrees that the signature of any agent, contractor or sub-contractor or employee of the Customer on the Supplier's official delivery note/invoice/waybill, or the delivery note of any authorized independent carrier will constitute delivery of the goods purchased.
10. In the event that the Supplier agrees to effect delivery by its own vehicles or those of a transport contractor to the Customer at its place of business, then offloading will be effected by the Customer's own employees at the sole risk of the Customer who will be responsible for all damage of whatsoever nature caused by or as a result of such offloading. The Supplier's employees may, if so requested, assist with such offloading, but only at the sole risk of the Customer.

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11. When the Customer collects goods from the Supplier using its own or its agent's transport, then such collection will be entirely at the Customer's risk and the Customer will be liable for all damage of whatsoever nature caused as a result of or during such collection. The Customer will be liable for loading the goods onto its transport provided that the Supplier may, if so requested, assist the Customer with such loading but only at the sole risk of the Customer.
12. In the event of the Supplier acceding to any request by the Customer to postpone delivery of the goods, or in the event of the Customer failing to give the Supplier sufficient information to enable it to process any order, the Customer will pay any costs and expenses thereby incurred by the Supplier.
13. Ownership of all returnable containers shall remain vested in the Supplier at all times. The Customer will be required to pay a deposit for each container which deposit will be refunded to the Customer on return of the container to the Supplier in good condition, together with cap, fair wear and tear accepted.
14. The Supplier reserves the right to substitute goods which are similar to the goods ordered by the Customer provided that such substitute goods are no less suitable for the purpose for which they are generally used than the goods ordered by the Customer.
15. All goods and materials are supplied to and shall be accepted by the Customer 'voetstoots' without warranty, express or implied, against patent or latent defects and on the particular understanding that we do not expressly or impliedly warrant or represent that such goods or materials are suitable for the purpose for which they are bought or any other particular purpose. The Customer hereby acknowledges that the Supplier has no knowledge of any defects, patent or latent, in the goods, save as mentioned in this Agreement, and the Customer shall not be entitled to rescind the contract or to claim damages or to refuse or fail to carry out any of its obligations on the grounds that the Supplier had knowledge of any latent or patent defect.
16. Without prejudice to the foregoing, where it is established to the satisfaction of the Supplier that goods delivered by the Supplier contain at the time of receipt by the Customer some defect in quality (not being caused by some act or neglect of the Customer or a third party), the Supplier will, at its own cost and election, replace the goods or refund the purchase price to the Customer provided that such goods or materials shall have been returned to the Supplier's warehouse, carriage paid, within fourteen days after delivery thereof, or, at the Supplier's option, that the goods are made available for inspection by the Supplier's representative.
17. In the event of the Supplier handing over the Customer's account to an attorney for collection (whether action is instituted or not) the Customer agrees to pay costs on the attorney and own client scale, including collection commission payable in terms of Law.
18. Unless otherwise agreed to in writing by the Supplier, the Customer will not be entitled to set off any monies due to the Supplier under the Contract or any other contract between the Supplier and the Customer.
19. The parties acknowledge that the credit facility granted herein are payable within 30 (thirty) days from date of monthly statement.
20. The Supplier may suspend the credit facility at any time if the Customer is in default of this agreement.
21. The Supplier may at any time terminate the credit facility by giving notice to the Customer at least 10 (ten) business days before the credit facility will be terminated.
22. Upon termination of the credit facility the credit agreement will remain in effect to the extent necessary until the Customer has paid all amounts lawfully charged to the Customer's account, by the Supplier.
23. In the event that the parties to this credit agreement agree to change its terms and conditions, other than to increase or to decrease the credit limit under the credit facility, the Supplier shall, not later than 20 (twenty) business days after the date of the agreement, deliver to the Customer a document which reflects the amended agreement.
24. The Customer may at any time, by written notice to the Supplier, require the Supplier to reduce the credit limit under the credit facility. Thereafter the Supplier must give the customer written confirmation of the new credit limit, which may not exceed the maximum limit stipulated by the Customer. The date on which the new credit limit is to take effect, which may not be more than 30 business days after the date of the notice from the Customer.
25. The Supplier shall not charge the Customer a fee for reducing the credit limit on the credit facility.
26. The Supplier reserves the right to increase the credit limit available to the Customer once annually.
27. If any amount is not paid within the agreed terms, the Customer shall be liable for interest at the maximum rate permitted by law from time to time in terms of and as governed by the National Credit Act No. 35 of 2005, as amended from time to time.
28. The Customer will be deemed to have breached this agreement if he:
  - 28.1. Fails pay any amount due by him to the Supplier on or before the due date; or
  - 28.2. Breaches any condition in terms of this agreement; or
  - 28.3. Acts in a way referred to in the Insolvency Act No. 24 of 1936, as amended; or
  - 28.4. Has a court judgment against him and he does not pay the amount of the judgment within 7 (seven) days unless the Customer has appealed against the judgment; or

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- 28.5. Compromises or delays any payments owing by him to any of his Suppliers; or
- 28.6. Dies, or if the Customer is a partnership, the partnership dissolves, or is a private company or a close corporation there is a change in shareholders or members(s); or
- 28.7. Is provisionally or finally liquidated, sequestered or placed under judicial management; or
- 28.8. Generally does anything which may harm the Supplier's rights or cause the Supplier to suffer any loss or if the Supplier's rights under any security given are lessened, lost or harmed in any way.
29. Should the National Credit Act be found not to apply to this Agreement, if applicable, should any one of the above events happen, the Supplier may, without detracting from any other remedies or rights, be entitled to summarily cancel the sale of any goods to the Debtor, this may be done without due notice to the Customer or they may claim specific performance of all the Debtor's obligations, whether or not such obligations would have otherwise fallen due for performance. In either event this will not prejudice the Supplier's rights to claim damages.
30. Should the National Credit Act apply to this Agreement, and the Customer breaches this Agreement then the Supplier may, without detracting from any other remedies or rights, proceed with enforcement of the Agreement, as set out in Chapter 6 Part C of the Act. Should the Supplier elect to enforce the Agreement, the procedure set out hereunder will be followed:
- 30.1. A letter will be dispatched to the Customer drawing his attention to the default under this agreement.
- 30.2. A Customer that is a natural person has the right to refer the agreement to a debt counsellor, alternate dispute resolution agent, Consumer Court or Ombudsman with jurisdiction, with the intention to resolve the dispute and agree on a plan to bring the payments under the Agreement up to date.
- 30.3. Legal proceedings will not be commenced against the Customer unless:
- 30.3.1. The Customer has been in default for at least 20 (twenty) business days;
- 30.3.2. At least 10 (ten) business days have elapsed since the default letter or notice referred to above has been delivered (which ten day period may run concurrently with the twenty day period);
- 30.3.3. The Customer has failed to respond to the default letter or has responded rejecting the proposals; and
- 30.3.4. The goods have not been surrendered in terms of section 127 of the Act.
31. The parties domicilium citandi et excutandi (domicilium) for the purpose of giving any notice, serving any process or for any other purpose arising out of this Agreement shall be the street address referred to on page one on this Agreement.
- 31.1. The Customer may, from time to time, on written notice to the Supplier change his domicilium to any other address in the Republic of South Africa which is not a post office box or poste restante.
- 31.2. Any notice from one party to another which:
- 31.2.1. Is delivered by hand during normal business hours will be presumed until the contrary is proved, to have been received by the party at the time of delivery.
- 31.2.2. Is posted by prepaid registered post from an address in the Republic of South Africa shall be presumed, until the contrary is proved, to have been received by the party on the fourth day after posting.
32. A certificate signed by the Manager of the Supplier (whose position as manager need not be proved) showing any amount owing by the Customer in terms of this agreement shall be sufficient proof unless the contrary is proved of any amount due and for all purposes.
33. If a competent court finds any term of this agreement to be unenforceable, that term will be deleted and the remaining terms will not be effected.
34. Under no circumstances whatsoever shall the Supplier at any time be liable for any claims for indirect or consequential damages or loss (including loss of profits) that may be sustained or incurred by the Customer, or for any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including, but not limited to, consequential damages) suffered by such other person, in connection with or pursuant to any contract concluded with the Supplier or arising out of or related to the use of the goods sold by the Supplier and whether due to delays, defects, negligence or otherwise. The Customer hereby indemnifies and holds the Supplier harmless against any claims which may be made by third parties as contemplated above.
35. The Customer agrees and consents that the Supplier shall be entitled at its option to institute any legal proceedings which might arise out of or in connection with this Contract in the Magistrate's Court in Republic of South Africa having jurisdiction in respect of the Customer's person notwithstanding that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court.
36. Should one or more of these Conditions be invalid, such remaining Conditions as are applicable shall remain in force.

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37. In the event of the customer being a Company, Close Corporation or Trust, then in such event, the signatory hereto on behalf of the Customer hereby binds himself as surety and co-principal debtor in solidum with the Customer to and in favour of Kemklean for all and any obligations which the said Customer has or may have in terms thereof.
38. Cession of Debtors:
- 38.1. As further security for it's obligations to and in favour of Kemklean in terms hereof, the Customer does hereby irrevocably and in rem suam cede and assign unto and in favour of Kemklean all of it's right, title and interest, claim and demand in and to all claims of whatsoever nature and description and howsoever arising which the Customer may now or at any time hereafter have against all and any person, Companies, Close Corporations, Firms, Partnerships, Associations, Syndicates and other legal personae whomsoever ("debtors") without exception for the due payment of every sum of money which may now or at any time hereafter, be and become owing by the customer to Kemklean from whatsoever cause arising and for the due performance of every other obligation howsoever arising which the Customer may be or become bound to perform in favour of Kemklean.
- 38.2. The Customer hereby undertakes that if and whenever Kemklean will so require, it will, not later than the 7<sup>th</sup> day of each month, deliver to Kemklean a schedule supplied by a director of all amounts which will have been owing to the Customer by it's debtors on the last day of the preceding month, reflecting thereon the amount so owing by each debtor and the name and last known address of such debtor.
- 38.3. Should it transpire that the customer has, notwithstanding the terms hereof, entered into any 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 the Cession shall operate as a Cession of all the Customer's reversionary rights.
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