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Kuagiza (Pty) Ltd
1 Homestead Road
Driefontein
Germiston
Gauteng
1401
South Africa

CREDIT APPLICATION INCORPORATING TERMS AND CONDITIONS OF SALE

Email your credit application and supporting documents to: kaylyne@kuagiza.co.za

We confirm that all personal information provided by you to our credit department will be stored and accessed purely for the purposes of processing your credit application (and, if your application is successful, for managing your account) with us. All personal information is stored on a secure server and in terms of the Company's Privacy Policies that have been implemented in terms of POPIA (Protection of Personal Information Act, Act 4 of 2013, as amended from time to time).

PLEASE NOTE:

1. By emailing your credit application and supporting documents to the above email, you consent to the information being accessed by the members of our credit department and also that certain of the information provided shall be shared with our duly appointed agent for the purposes of conducting the necessary credit checks and credit vetting; and
2. In the event that you elect to copy additional email addresses to communications, that is, you elect to this application and supporting documentation to additional email addresses other than the address provided above, by your conduct you consent to those recipients receiving your application and personal information included with the application; and we cannot be held responsible for the manner in which your personal information is then accessed and stored by these recipients (unless such additional recipients are members of our Company in which case they are bound by the Company's privacy policies in terms of POPIA).

This credit agreement is entered into between Kuagiza (Pty) Ltd hereinafter referred to as

"THE SUPPLIER" and _____

hereinafter referred to as "THE APPLICANT", who hereby make an application for credit facilities, the following information is furnished:

Legal entity name:	
Trading as (if applicable):	
Registration/ID number:	
VAT number:	

Initial here: _____

Entity Type (Please tick)	☐ Sole Owner	☐ Close Corporation	☐ Private Company
	☐ Public Company	☐ Trust	
Registered Business Address:			
Delivery Address:			
Telephone number:			
General Email:			
Accounts Creditors Contact Name:			
Accounts Email Address:			
Business Premises:	☐ Owned	☐ Rented	
How long at this premises:			
Landlord Name:			
Landlord Contact Number:			

Banking Details	
Bank:	
Account holder: (as stated on bank statement)	
Account type:	
Account number:	

Directors/Members/Owners/Trustee Details		
Full Name	ID Number	Cell Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Initial here: _____

Trade References (not COD)		
Company Name	Credit Limit	Contact number
1.		
2.		
3.		

Credit Limit Required:	
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PLEASE NOTE:

By providing the above Trade References (and information relating thereto) you consent to our contacting the relevant person at said Reference and to obtain information regarding your relationship with them, including (but not limited to) your credit/account history and your purchase and payment history and how you conducted yourself as a customer with said Trade Reference.

As required, in terms of Section 4 (1) (a) (i) of the National Credit Act, Act 34 of 2005 (as amended) and Section 5 (2) (b) of the Consumer Protection Act, 68 of 2008 (as amended) please state:

- a. Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 1 million?
- | | |
|-----|----|
| Yes | No |
|-----|----|
- b. Does THE APPLICANT'S ASSET VALUE or ANNUAL TURNOVER exceed R 2 million?
- | | |
|-----|----|
| Yes | No |
|-----|----|

In terms of the Companies Act , Act 71 of 2008 (as amended) please state:

- a. Is THE APPLICANT currently under Business Rescue/Sequestration/Liquidation/Debt counselling or has the APPLICANT been served with a letter of demand commencing any of Business Rescue or Insolvency Proceedings?
- | | |
|-----|----|
| Yes | No |
|-----|----|
- b. Does THE APPLICANT intend to apply for Business Rescue/Sequestration/Liquidation/Debt counselling within the next three months?
- | | |
|-----|----|
| Yes | No |
|-----|----|

Initial here: _____

STANDARD TERMS AND CONDITIONS OF SALE

1. INCIDENTAL CREDIT FACILITY

1.1 The grant of Incidental Credit Facility (“the Credit Facility”), and the terms and conditions applicable thereto, shall be at the sole and exclusive discretion of the Company.

1.2 The Customer (as “THE APPLICANT”) acknowledges that the representations made in the application form, together with all documents transmitted in support of the Customer’s Application, are material to such grant of the Credit Facility.

1.3 In the event that the Company agrees to grant the Customer the Credit Facility, the Customer shall be notified, both by phone and in writing thereof, and of the terms and conditions applicable to such grant. Such written notification shall form part of the Agreement between the Customer and the Company.

1.4 The Company (as “THE SUPPLIER”) may, without incurring any form of liability, and at any time without notice to the Customer:

1.4.1 withdraw THE APPLICANT’S Credit Facility,

1.4.2 amend or vary the terms of Credit Facility.

2. RECOVERY OF LEGAL/COLLECTION COSTS

Should THE SUPPLIER 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 THE SUPPLIER’S rights, THE SUPPLIER shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

3. PAYMENT TERMS

3.1 THE APPLICANT shall pay for the goods purchased by it within 30 (thirty) days of the date of statement, unless otherwise agreed.

3.2 All payments shall be made by THE APPLICANT without any deduction or set-off of whatsoever nature or for whatsoever cause, and free of any and all exchange, bank or other like charges.

3.3 THE SUPPLIER may at any time and in its discretion, appropriate or re-appropriate any monies received from THE APPLICANT towards any indebtedness of THE APPLICANT to THE SUPPLIER, and THE APPLICANT expressly waives its right to name the debt or account to which any payment made by it shall be applied.

3.4 THE SUPPLIER shall be entitled to charge, in which event THE APPLICANT shall be liable to pay, interest on all overdue amounts at the rate of 2% (two percent) per month, in arrears from due date to date of payment thereof, both days inclusive, but subject to the maximum rate permissible from time to time in terms of the National Credit Act, No. 34 of 2005, as amended (the “NCA”).

3.5 For goods that require installation, the following payment terms apply:

a. Deposit: Prior to the commencement of any installation work, THE APPLICANT shall pay to THE SUPPLIER a deposit amounting to 10% of the total quoted cost. This deposit must be received and cleared in THE SUPPLIER’s account before any materials are delivered to the site or any installation activities begin.

b. Progress Invoices: As work progresses and materials are delivered to the site, THE SUPPLIER will issue invoices corresponding to the value of the work completed and materials delivered up to that date. The invoicing schedule may align with specific milestones as detailed in the project agreement or upon delivery of materials to the site.

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c. Payment of Invoices: Each invoice issued under this section must be paid by THE APPLICANT within 30 days from the date of the statement. Late payments may be subject to interest and penalties as specified in previous terms.

3.6 All payments must be deposited into the following bank account:

Bank: Nedbank
Account Holder: KUAGIZA (PTY) LTD
Account type: Current account
Account number: 1186563591
Branch Code: 198765

4. THE APPLICANT'S WARRANTIES AND UNDERTAKING

4.1 If THE APPLICANT is a company then THE SUPPLIER shall have the right to request copies of THE APPLICANT'S financial statements or management accounts from time to time to satisfy itself that THE APPLICANT is trading and credit worthy.

4.2 THE APPLICANT will give THE SUPPLIER not less than 14 (fourteen) days prior written notice of any intended change in its shareholding, members, directors, owners or partners; and/or any intended sale of its business or the major portion of its assets; failure to do so will constitute a material breach of this agreement.

4.3 THE APPLICANT shall provide and/or procure the signature and/or conclusion and or execution, to and/or in favor of THE SUPPLIER, of such securities as THE SUPPLIER may in its sole and absolute discretion from time to time consider necessary to secure THE APPLICANT'S obligations to THE SUPPLIER hereunder.

5. DOMICILIUM

THE APPLICANT and the signatory hereto each choose as their domicilium citandi et executandi (in other words, the address at which THE APPLICANT and the signatory will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in as the Business Registered Address on page one of this application. THE APPLICANT undertakes to notify THE SUPPLIER in writing within 7 (seven) days of any change of address.

6. CERTIFICATE OF INDEBTEDNESS

A certificate signed by a manager or any director of THE SUPPLIER - whose position and signature shall not be necessary to prove - reflecting the amount owing by THE APPLICANT to THE SUPPLIER, in respect of any credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with THE SUPPLIER, and of the fact that such amount is due, owing and unpaid shall be considered as adequate proof – on its mere production – of the outstanding amount for the purpose of any action (whether by 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.

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7. ACCOUNT DISPUTES

7.1 THE SUPPLIER undertakes to, at least once a month, furnish a statement to THE APPLICANT reflecting the transactions between THE APPLICANT and THE SUPPLIER as well as the outstanding obligations of THE APPLICANT. Unless THE APPLICANT objects in writing within fourteen (14) days of the date of the statement to any item appearing thereon, THE APPLICANT shall be deemed to have accepted the statement as correct. THE SUPPLIER chooses delivery of the statement by way of existing services, but the non-delivery of any statement shall not entitle THE APPLICANT to withhold any payment.

7.2 Account disputes are to be sent to kaylyne@kuagiza.co.za for dispute resolution.

8. JURISDICTION & LEGAL ACTION

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

9. PRICE

9.1 THE SUPPLIER shall be entitled, at any time and from time to time in its discretion, to change its prices for the goods.

9.2 THE SUPPLIER shall determine its prices for goods from time to time, alternatively prices will be as per THE SUPPLIER's general price list from time to time, alternatively as quoted.

10. ORDERS

THE SUPPLIER shall be entitled (but not obliged) to accept verbal orders and/or orders placed without an order number: Provided that in such event THE SUPPLIER shall not be responsible for any errors in or arising from such orders.

An order, whether written or verbal, shall constitute an irrevocable offer by THE APPLICANT to THE SUPPLIER to purchase the goods so ordered, which offers shall be capable of acceptance by THE SUPPLIER by verbal or written acceptance or confirmation of the order, or by the delivery of the goods ordered (or any part thereof).

11. DELIVERY & RISK

11.1 The goods shall be delivered by THE SUPPLIER to THE APPLICANT, and delivery of the goods shall be deemed to have been made by THE SUPPLIER to THE APPLICANT -

APPLICANT'S premises or at such other address as may have been nominated by THE APPLICANT;
and

11.1.2 where THE APPLICANT collects the goods - when possession of the goods is given to THE APPLICANT or THE APPLICANT's nominated carrier or agent or another recipient.

11.2 Signature of a Company delivery note or invoice by any employee of THE APPLICANT or of THE APPLICANT's nominated carrier, agent or recipient, as the case may be, shall be prima facie proof of delivery to THE APPLICANT of the goods reflected in such delivery note/invoice.

Initial here: _____

11.3 THE SUPPLIER does not guarantee or warrant delivery of any goods, and THE SUPPLIER shall not be liable for any loss or damage including (without limitation) any loss of trade or profit, arising from or consequent upon the non-delivery or delayed delivery or partial delivery of any goods to THE APPLICANT for whatsoever reason or cause.

11.4 Should THE SUPPLIER make delivery of part only of any order then THE APPLICANT shall not be entitled to cancel the order in respect of those goods delivered or the balance of the order and shall be obliged to accept such delivery of and pay for the goods so delivered.

11.5 All risk in and to the goods shall pass to THE APPLICANT on delivery of the goods by THE SUPPLIER to THE APPLICANT.

11.6 Ownership in any goods sold or installed by THE SUPPLIER shall remain vested in THE SUPPLIER until payment in respect of such goods has been made in full.

12. THE APPLICANT'S COMPLAINTS

12.1 Should THE APPLICANT take delivery of any goods which THE APPLICANT suspects may be defective, hazardous and unsafe or suspects that inadequate instructions or warnings are provided on the label of the product, then THE APPLICANT undertakes to immediately contact THE SUPPLIER.

12.2 The onus to prove that the alleged unsafe product characteristic, failure or defect existed at the time of delivery is on THE APPLICANT.

13. RETURN OF GOODS

13.1 Special order goods or goods which have been modified to meet customer specifications will not be accepted for credit.

13.2 THE SUPPLIER may, but is not obliged to, accept the return of goods that were correctly supplied in accordance with THE APPLICANT'S order. If it does so, the following conditions will apply:

13.2.1 Prior authorization from THE SUPPLIER'S authorized representative must be obtained;

13.2.2 The returned goods and the packaging must be in a resaleable condition, as determined by THE SUPPLIER;

13.2.3 The returned goods must be accompanied by proof of purchase (e.g. a delivery note or invoice);

13.2.4 The customer will be liable for a handling charge of 10% of the value of the stock returned, at THE SUPPLIER'S discretion; and

13.2.5 The goods must be returned to Sika within 7 days of receipt thereof in order to qualify for a credit

13.2.6 The handling charge will be deducted from any credit note issued to THE APPLICANT by THE SUPPLIER

14. OWNERSHIP OF GOODS

Products sold and installed as detailed on THE SUPPLIER's invoice remain the property of THE SUPPLIER until paid in full. THE SUPPLIER is authorised to collect its products immediately in the event of THE APPLICANT'S account falling into arrears. THE APPLICANT undertakes to inform his/her/its landlord that goods not paid for will not form part of the landlord's legal hypothec.

Initial here: _____

14. WARRANTIES & INDEMNITY

14.1 Save for any manufacturer/producer's warranty on the goods (if any), THE SUPPLIER does not give or make any warranties, guarantees, undertakings or representations of whatsoever nature, whether express or implied, as to the quality or condition of the goods or their fitness or suitability for any purpose.

14.2 THE SUPPLIER'S liability for the breach of any manufacturer/producer's warranty shall be limited to, and shall be fully discharged by, the replacement of the relevant goods: Provided that regard will be had to any use of the goods by THE APPLICANT. THE SUPPLIER shall not under any circumstances be liable for any consequential loss suffered by THE APPLICANT from whatsoever cause arising.

14.3 Save to the extent set out above, THE APPLICANT hereby indemnifies and holds THE SUPPLIER harmless against any and all losses, injury, damage, fines, penalties and claims of whatsoever nature and howsoever arising from or connected with the goods, or the use or possession thereof and whether or not such claims are caused by any act or omission of THE APPLICANT or by anyone else.

14.4 Warranties provided by THE SUPPLIER for installed goods and related works are not standard and vary on a case-by-case basis. For each project, the specific terms of the warranty, including the duration, coverage, and any exclusions, will be mutually agreed upon between THE SUPPLIER and THE APPLICANT prior to the commencement of work.

15. BREACH

If THE APPLICANT should-

15.1 breach any provision of this agreement; or

15.2 make any incorrect or untrue statement or representation to THE SUPPLIER in connection with this agreement and/or THE APPLICANT'S application for credit facilities; or

15.3 be sequestered or liquidated, whether provisional or final or whether compulsory or voluntary; or

15.4 in the case of a natural person, commit an act of insolvency as contemplated in section 8 of the Insolvency Act, No. 24 of 1936, as amended ("the Insolvency Act"); or

15.5 in the case of a company or close corporation, commit an act which would constitute an act of insolvency as contemplated in section 8 of the Insolvency Act if committed by a natural person, or commit an act defined in terms of section 344 of the Companies Act, No. 61 of 1973 as amended; or

15.6 be placed under judicial management, whether provisional or final or whether compulsory or voluntary, or pass a resolution for its winding up or for the appointment of a judicial manager; or

15.7 suffer any judgement to be entered against it and fail to take steps to rescind such judgement within 14 (fourteen) days of the judgement coming to its knowledge, or fail to satisfy any such judgement within 14 (fourteen) days of the date of refusal of rescission thereof, then and upon the happening of any of these events THE SUPPLIER shall be entitled in its election and without prejudice to any of its other rights at law or hereunder, to forthwith enforce specific performance or to cancel this agreement, and in either event to claim damages.

Initial here: _____

SUPPORTING DOCUMENTS (Please tick relevant documents attached)

	Tick
1 CIPC registration document:	
2 ID documents of all Directors/members/owners/trustees:	
3 VAT Registration Certificate:	
4 Bank letter confirming details: <i>(not older than 3 months and is available online)</i>	

CONSENT TO OBTAIN AND SHARING OF INFORMATION – POPIA REQUIREMENT

THE APPLICANT specifically warrants that THE SUPPLIER has consent to: -

1. The information provided above is true and correct and
2. You have the authority to provide us with the information contained above, and the supporting documentation delivered with this application
3. You consent to all of the above information and supporting documents being accessed and stored by us and on the basis of recorded on the first page, at the beginning of this document
4. Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANTS in terms of this agreement.
5. To obtain a bank code for THE APPLICANTS bank account.
6. To do a property ownership check.
7. THE SUPPLIER may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S on how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.
8. If THE APPLICANT fails to meet his/her/its commitments to THE SUPPLIER, THE SUPPLIER may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

Signed at _____ on this _____
day of _____ 2024 by THE APPLICANT or its
duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

FULL NAME & SURNAME:	
ID NUMBER:	
DESIGNATION:	
SIGNATURE:	

Initial here: _____

ACCEPTANCE OF CREDIT FACILITIES INCORPORATING TERMS AND CONDITIONS OF SALE

Signed at _____ on this _____
day of _____ 2024

before the undersigned witnesses by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT and that I have received and understood the “Application for Credit Facilities Incorporating Terms And Conditions of Sale” document.

I declare that THE SUPPLIER did not give any financial advice regarding this application or any other application in this regard, as contemplated in the Financial Advisory and Intermediary Act No 37 of 2002.

DIRECTOR / MEMBER/ OWNER

FULL NAME:	
ID NUMBER:	
DESIGNATION:	
SIGNATURE:	

DIRECTOR / MEMBER/ OWNER

FULL NAME:	
ID NUMBER:	
DESIGNATION:	
SIGNATURE:	

WITNESSED:

Witness 1:

Name & Surname:	
ID NUMBER:	
SIGNATURE:	

Witness 2:

Name & Surname:	
ID NUMBER:	
SIGNATURE:	

Initial here: _____