

Steintex CC t/a

eshanimafabrics

Reg. No. CK 86/18253/23

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South Africa

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TRADE APPLICATION AND GENERAL CONDITIONS OF SALE

Name of Applicant:	
Registered Office:	
Auditors:	
Trading Name:	
VAT Registration Number:	

DELIVERY ADDRESS

POSTAL ADDRESS

Email address	

<i>Tick appropriate box</i>	Yes	No
Public Company:		
Private Company:		
Closed Corporation:		
Partnership:		
Sole Proprietor:		

<i>Premises Tick appropriate box</i>							
Owned				Leased			
Yes		No		Yes		No	
Business Phone No.:							
Business Fax No.:							
Cellular Phone No.:							

Full Name, Home Address and Home phone number of Directors/Members/Proprietors:
1.
Identity Number:
2.
Identity Number:
3.
Identity Number:

Period Business under present ownership		Years		Months
Bankers	Branch	Branch Code	Account Number	

Trade References (Allied lines if possible)			
Name of Supplier	Terms	Phone No.	Fax No.
1			
2			
3			

Are the Directors/Members/Proprietors prepared to guarantee the obligations of the applicant by the way of the following guarantee?

	Yes	No		Yes	No
Personal Surety:			Cession of Debtors*:		

**Applicant's debtors pay Steintex directly, should they default on payment*

Amount of credit required:	Rand		<i>Subject to approval</i>
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Preferred Courier (if applicable):	
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General conditions of Sale and Terms

I/We hereby apply for credit facilities with STEINTEX cc t/a ESHANIMA Fabrics on the following conditions:

- All deliveries made shall be covered by or subject to the General Conditions of Sale attached.
- TERMS: **Cash on Delivery (C.O.D) until credit application has been approved.**
30 days from the date of statement.

The signatory hereby warrants that he/she is duly authorized to legally bind the applicant by his/her signature of this application.

Full Name of Signatory:	
Identity Number/Company Registration Number:	
Signature:	
Date and place:	

**Please initial General Conditions of Sales (overleaf/below)*

Banking Details:

Standard Bank - Account Number – 073086738 – Branch – Milnerton Code 026509

For office use only	
Representative Name/Area	_____
Terms Granted:	_____
Credit limit:	_____
Approved by:	_____
Remarks:	_____

GENERAL CONDITIONS OF SALE & TRADING

1. The particulars specified on the Confirmation of Order as read with the terms and conditions hereinafter set shall constitute the entire contract of sale.
2. No variation of, addition to or cancellation of any of the terms or conditions of such contract shall be of any force or effect unless reduced to writing and signed by the buyer and the seller.
3. The seller shall not be bound by any delivery dated stated on the Confirmation of Order, but will make reasonable efforts to deliver the goods by that date, and time shall not be the essence of the contract.
4. Notwithstanding that upon delivery the quantity or amount of the goods stated on the Confirmations of Order may exceed or fall short of the said quantity or amount by not more than ten per centum (10%) thereof, such delivery shall be deemed to be good and sufficient delivery in terms hereof.
5. The seller shall not be liable to the buyer for any loss or damage arising out of delay or failure to deliver the goods for any reason whatsoever.
6. If the delivery is, or is to be made, by part deliveries, then each delivery shall be deemed to constitute a separate and divisible contract.
7. If the buyer is in breach of any of its obligations in respect of this agreement, or if for any other reason any amount is outstanding (whether due or not) by the buyer to the seller, the seller shall have the right to:
 - a. suspend further deliveries until such breach has been remedied by the buyer to the satisfaction of the seller or until payment has been made of any such amount, or
 - b. Cancel the contract in either event without prejudice to any other rights the seller may have.
8. Should deliveries under this contract be delayed at the instance of the buyer, the seller has the right to cancel all or any part of the contract which remains undelivered after the delivery date stated on the Order Confirmations.
9. The risk in the goods shall pass from the seller to the buyer at the time that the goods are removed from the seller's premises.
10. All claims of whatsoever nature and howsoever arising by the buyer against the seller shall lapse and be void unless lodged in writing with the seller within fifteen days (15) of arrival of goods at destination, and in no case whatsoever shall the seller's liability for any breach or claim exceed the value of the goods.
11. The buyer shall not withhold payment to the seller of any amounts due pending settlement of any claims or disputes under this contract.
12. a. Until payment of the goods has been made in full, the ownership thereof shall not pass from the seller to the buyer and the seller shall have the right to recover possession thereof from the buyer without notice, and for such purpose may enter upon the buyer's premises.
b. In the event that the goods in respect of which payment in full has not been made are used in the manufacture of any item, the seller shall have the right to recover the goods in such manufactured form and the seller shall further have the right to sell or otherwise dispose of such items in order to liquidate the liability of the buyer to the seller.
13. Any amount not paid by the buyer on the due date shall, without prejudice to the seller's rights, bear interest at one and one half per centum (1 ½ %) per annum above the prime overdraft rate as charged by the seller's bank from the date the amount falls due until the date received by the seller, and a certificate from the seller's bank shall be conclusive proof of the said prime overdraft rate.
14. In the event the terms of this contract conflict with the buyer's orders, forms of contract or correspondence the terms hereof shall prevail.
15. No cancellations can be accepted on imported fabrics. Cancellations on local fabrics, if accepted, a handling fee of 25% (twenty five percent) of the selling price, including VAT, is immediately payable by you to us.
16. Prices: Please confirm price when placing an order. Prices are subject to change without prior notice.
17. All our goods are sold as they stand, voetstoots and without any warranty at all. The purchaser is irrevocably deemed to have checked the goods and to be satisfied with them in every way. ABSOLUTELY NO CLAIM WILL BE ENTERTAINED ONCE THE FABRIC HAS BEEN CUT OR MADE UP.

PLEASE INITIAL THIS PAGE _____