



FISHWICKS
PRINT BEYOND LIMITS

CONFIDENTIAL CREDIT APPLICATION

FOR OFFICE USE ONLY

CLIENT:..... CLIENT CODE:
REP: DATE:

CREDIT LIMIT: R..... TERMS:
ACCOUNT CODE: REP:.....AREA:INDUSTRY:.....VAT:

DATE: COMMENTS:
DATE: COMMENTS:
DATE: COMMENTS:

DOCUMENTS RECEIVED BY:.....DATE:
COMMENT:DATE:
.....DATE:
REFERENCE CHECKED BY:DATE:
ACCOUNT APPROVED BY:DATE:

HEAD OFFICE: 439 Sydney Road, Congella, Durban, 4001
Tel: +27 (0)31 268 7300 · Fax: +27 (0)31 2687351 · PO Box 776, Durban, 4000

GAUTENG: 10 Orange Street, Sunnyside, Auckland Park, 2092
Tel: +27 (0)11 712 5555 · Fax:+27 (0)11 712 5553 · PO Box 1761,Bramley, 2018

CREDIT REFERENCES

	Name	Telephone No.	Account No.	Limit	Terms
1					
2					
3					
4					

Name of person responsible for ensuring timeous payment of Customer's accounts and name / capacity of person/s empowered to sign cheques:

Position:Telephone No.:Email Address:.....

Are Customer's Order Numbers required?

Name and position of person/s authorised to place orders on behalf of Customer:.....

Accounts are paid by: Cheque Electronic Funds Transfer or Other means:

Maximum Credit required per month R.....Credit Limit:

If limit in excess of R30,000.00 is required, please indicate security available:

Personal Sureties Full names of sureties :.....Cession of Book Debt Other.....
(A separate Deed of Suretyship must be signed by any sureties)

Are your latest Financial Statements available for inspection?..... If yes, please attach copy

If a partnership, association, company, close corporation, trust or body corporate, please indicate in which category below the higher of either the Customer's annual turnover or asset value falls:

less than R1,000,000.00 equal to or exceeding R1,000,000.00 but less than R2,000,000.00 equal to or exceeding R2,000,000.00

Name / address of Auditors / Accounting officer:.....

Name of Banker:

Branch: Tel No.

Account Name:Account No.:

Details of any Security held by Bank or any other creditor (Surety, Bond, Cession, Etc.):
 Please list all factoring, securities, sureties, cession of debtors, moratoriums, notarial bonds and personal guarantees separately.

Has the Customer or any of its Principals had any judgement against them? If yes, please provide details

Has the Customer or any of its Principals ever been insolvent, liquidated, sequestrated, subject to an Administration Order or any Debt Review proceedings? If yes, please provide details

Have moratoriums or offers of compromise ever been made to any creditors?

RECORDALS BY SIGNATORIES FOR CUSTOMER

I/We, the undersigned.....
 in my/our capacity as duly authorised representative of the Customer, hereby make application for credit with the Company and:

- a) warrant that I/we am/are duly authorised by the Customer to sign this document on its behalf and to bind it to the Company's standard Terms and Conditions referred to in paragraph (c) below;
- b) warrant in my/our personal capacity that the aforementioned information is true, accurate and correct and undertake to notify the Company in writing immediately of any change in this information and acknowledge that the Company relies on such information and undertakings in granting credit to the Customer, and that I / we will be personally liable to the Company for any breach of warranty or undertaking given herein.
- c) agree that the Company's standard Terms and Conditions below will apply to all goods sold / services rendered by the Company to the Customer and acknowledge that I / we have read and understood all of the standard Terms and Conditions;
- d) consent to the Company conducting a credit search on the Customer or any surety using the services and records of a registered credit bureau and other COMPANYS for information required in the original and future assessment of credit. I/We agree that the Company may

disclose information regarding the Customer's credit worthiness and conduct of the account to any registered credit bureau and other suppliers to the industry.

SIGNED ATon this.....day of20.....

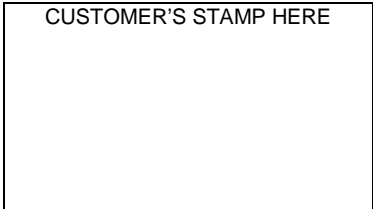
1.....2.....

Name: Name:

Capacity: Capacity:.....

WITNESSES:

1.....2.....



COMPANY'S STANDARD TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS**

In these conditions, the words defined shall have the meaning assigned to them hereunder :-

- 1.1 "the COMPANY" – Fishwicks Printers (Pty) Ltd;
- 1.2 "the CUSTOMER" – the Customer (named in the Credit Application form above) buying from the COMPANY;
- 1.3 "the GOODS" – all goods sold by the COMPANY.

2. **CONCLUSION OF CONTRACT**

- 2.1 The CUSTOMER may place an order for goods orally or in writing, which order shall constitute the CUSTOMER's offer.
- 2.2 The COMPANY shall be entitled to accept the CUSTOMER's offer in whole or in part.
- 2.3 Quantities of GOODS sold shall be subject to a reduction at the instance of the COMPANY and the CUSTOMER shall be obliged to accept and pay for the actual quantities of GOODS delivered.
- 2.4 Estimates and Quotations by the COMPANY shall remain open for acceptance by the CUSTOMER within (30) THIRTY days.
- 2.5 Time shall not be of the essence of any contract unless agreed in writing to the contrary.
- 2.6 The Laws of the Republic of South Africa shall govern any interpretation of these terms and conditions or any contract arising therefrom.

3. **PRELIMINARY WORK AND APPROVAL OF EXEMPLARS AND RELATED MATTERS**

- 3.1 In addition to the price of the GOODS quoted, the CUSTOMER shall pay for any Preliminary Work which is produced at its request whether experimentally or otherwise.
- 3.2 Proofs, pulls, samples, specimens, sketches, photographs or any representation whether partial or total, of the finished article in whatever form may be submitted to the CUSTOMER for approval prior to printing. After approval the CUSTOMER shall have no claim against the COMPANY for errors in the exemplar as approved by the CUSTOMER. Changes required by the CUSTOMER (other than the correction of any COMPANY errors) may be charged for, in particular if the CUSTOMER requires, for any reason, a reprint of any order of which it has previously approved and which reprint includes any change or alteration of any kind to the order. In such event, the re-print shall be for the account of the CUSTOMER notwithstanding any claims that the CUSTOMER may make about the original order.
- 3.3 Standing matter and the COMPANY's material of any kind whatsoever, may be distributed, effaced or disposed of immediately after the order is executed unless written arrangements are made for their retention in which event, the COMPANY may charge a reasonable rental for storage of such materials retained at the CUSTOMER's request. Origination work and copyright subsisting therein shall be and remain the property of the COMPANY unless otherwise agreed to in writing.
- 3.4 Any of the CUSTOMER's property and property supplied to the COMPANY on behalf of a CUSTOMER will be held at CUSTOMER's risk. The COMPANY will not be responsible for imperfect work caused by defects in or unsuitability of raw materials or equipment which has not been supplied by the COMPANY. The COMPANY will not be responsible for CUSTOMER's material wasted in course of production. Extra costs incurred through the use of defective materials or equipment supplied are for the CUSTOMER's account.
- 3.5 The COMPANY shall not be required to reproduce any matter which in its sole opinion is illegal or defamatory.

- 3.6 The CUSTOMER hereby indemnifies the COMPANY against any claims, costs and expenses arising out of infringement or copyright, trademarks, patent or design.
- 3.7 The COMPANY shall not be required to work to tolerances closer than those applicable to the materials obtained by it in the ordinary course of trade and no liability shall arise from any variations in the standard, quality and performance of such materials.

4. **PURCHASE PRICE, PRICE INCREASES AND PAYMENT**

- 4.1 The price of the GOODS shall be that stated by the COMPANY in writing at the time of the conclusion of the contract, unless varied in accordance with 4.3 below. All prices quoted by the company shall be deemed to be exclusive of value added tax which shall be added to the prices quoted unless stated to the contrary.
- 4.2 It is recorded that such price is based on the cost to the COMPANY of the raw materials, goods, delivery charges, freight, import duty custom or excise duty surcharges and any other tax or charge which may be imposed from time to time and the rate of exchange operating between the Rand and the currencies in the countries from which the goods or raw materials used in the manufacture of same are purchased.
- 4.3 If prior to delivery of the goods, there is any increase in such cost or change in such rate, or if any other taxes or duties are levied or if any laws are promulgated which directly or indirectly increase the costs to the COMPANY of the goods, the COMPANY shall be entitled by written notice to the CUSTOMER to increase the price of the GOODS by an amount equal to such increased costs or rates of exchange.
- 4.4 In respect of each contract, the price shall be payable by the CUSTOMER in full without any deduction or set-off and free from bank exchange within 30 days of date of the COMPANY's statement.
- 4.5 The COMPANY shall be entitled to charge the CUSTOMER interest on any overdue amounts from the due date to date of payment, both days inclusive, at either the rate of 24% per annum or at 2% above the prime overdraft rate per annum from time to time of the COMPANY's bankers, at the COMPANY's election. In the event of the CUSTOMER being a consumer falling within the ambit of the National Credit Act, 34 of 2005 ("NCA"), then the interest payable by the CUSTOMER on any outstanding amounts shall be the maximum permissible amount of interest applicable to Incidental Credit Agreements.
- 4.6 In the event of the COMPANY accepting any post-dated cheques, promissory notes or other bills of exchange from the CUSTOMER in respect of any indebtedness of the CUSTOMER, then the acceptance by the COMPANY of such post-dated cheques, promissory notes or bills of exchange shall be without prejudice to the COMPANY's rights in terms of these conditions.

5. **DELIVERY**

- 5.1 GOODS will be delivered to or collected by a CUSTOMER when they are ready and the CUSTOMER shall not be entitled to refuse or delay such delivery or collection.
- 5.2 Each delivery shall be deemed to be a separate contract in respect of the GOODS forming the subject matter of such delivery.
- 5.3 Whilst every effort will be made by the COMPANY to deliver the GOODS, the COMPANY :-
- 5.3.1 may deliver in whole or in part as and when the GOODS have been manufactured and to claim payment for the part order delivered in accordance with these Terms and Conditions of Sale;
- 5.3.2 does not guarantee the delivery on any specific date;
- 5.3.3 shall have the right to cancel this contract should its fulfilment be rendered impossible, impended or frustrated by strike, lock out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authority, and the COMPANY shall not be liable for any damages and the CUSTOMER shall not be entitled to cancel this order for failure to effect delivery timeously or in whole or in part or at all.
- 5.4 If the COMPANY is requested by the CUSTOMER to shorten the usual production time required for such GOODS in order to expedite the delivery of the GOODS ahead of the usual time, it shall be at the CUSTOMER's entire risk and the COMPANY shall not be liable for any defects in the GOODS occasioned by such shorter production time. In addition, the CUSTOMER agrees to pay for any overtime wages or additional costs of delivery occasioned by the expedited production and delivery of the GOODS.
- 5.5 If any amount due and payable by the CUSTOMER to the COMPANY is in arrears, the COMPANY shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between the COMPANY and the CUSTOMER.
- 5.6 Where the goods are to be transported to the CUSTOMER by any carrier (whether such carrier is appointed by the CUSTOMER or the COMPANY), such carrier shall be deemed to be the CUSTOMER'S agent and delivery to such carrier shall constitute delivery to the CUSTOMER.
- 5.7 A delivery note signed by the CUSTOMER or any agent or employee of the CUSTOMER shall constitute proof of delivery of the GOODS referred to in that delivery note and shall be deemed to be accurate in all respects and binding on the CUSTOMER.
- 5.8 The CUSTOMER shall be liable to pay the costs of the carrier instructed to effect delivery.

6. **CLAIMS AGAINST THE COMPANY AND EXCLUSION OF LIABILITY**

- 6.1 No claims by the CUSTOMER in respect of the GOODS sold shall be capable of being enforced and the COMPANY shall not be liable in respect of such claim unless it has received written notice from the CUSTOMER detailing the nature and amount of the claim within FOURTEEN (14) days of delivery of the GOODS. The absence of any such notification will constitute an acknowledgment by the CUSTOMER that the GOODS are in all respects fit for the purposes for which they have been made and are in good order and condition.
- 6.2 No GOODS will be accepted by the COMPANY for credit without the COMPANY's written consent having first been obtained by the CUSTOMER.
- 6.3 The COMPANY shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including to third parties), whether direct or indirect, consequential or any loss of profit or otherwise, sustained as a result of any GOODS sold by the COMPANY under any contract being defective or not conforming to the description thereof, or as a result of any other cause whatsoever.
- 6.4 The COMPANY:-
 - 6.4.1 does not warrant (either expressly or impliedly) or represent that the GOODS are fit for any particular purpose (whether or not that particular purpose is known to the COMPANY) and it shall be the sole responsibility of the CUSTOMER to determine whether the goods ordered by it are suitable for the purpose for which it intends using them; and,
 - 6.4.2 shall not be liable to the CUSTOMER in any way whatsoever for any defect, whether latent or patent, in any GOODS sold as sub-standard.

7. **PASSING OF OWNERSHIP AND RISK**

- 7.1 Risk in the goods shall pass to the CUSTOMER on delivery.
- 7.2 Ownership of the GOODS shall remain vested in the COMPANY until the purchase price is fully paid.
- 7.3 The CUSTOMER shall be obliged to notify the COMPANY if any third party tries to assert or substantiate rights to any GOODS or articles in which the COMPANY has rights and to look after and hold GOODS or articles of the COMPANY if requested to do so.
- 7.4 As security for payment of the purchase price of the GOODS :-
 - 7.4.1 the CUSTOMER hereby cedes to the COMPANY its claim for payment against any purchaser to whom the GOODS are sold (and if there is a prior cession, then this cession shall be operative from the time that the CUSTOMER's obligations under the prior cession have been fulfilled); and
 - 7.4.2 the CUSTOMER authorises the COMPANY to do all things necessary to enable it to enforce the terms of this cession.
- 7.5 The COMPANY shall be entitled to notify the CUSTOMER's landlord that by virtue of the reservation of the ownership of the GOODS in the COMPANY, those GOODS do not become subject to the landlord's hypothec for rent.

8. **DEFAULT**

- 8.1 The COMPANY shall have the right forthwith and without notice to repossess its GOODS and/or claim from the CUSTOMER immediate payment of any monies owing by the CUSTOMER (even if not then due for payment) and/or to cancel this contract under any of the following circumstances:-
 - 8.1.1 if the CUSTOMER fails to pay any amount due to the COMPANY on due date thereof;
 - 8.1.2 if the CUSTOMER fails to fulfil any of its obligations in terms of this contract;
 - 8.1.3 if the CUSTOMER is placed under Debt Review in terms of the NCA or an Administration Order or is sequestrated, liquidated or, placed under Judicial Management, provisionally or finally, voluntarily or compulsorily;
 - 8.1.4 if the CUSTOMER commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy any judgment granted against it within SEVEN (7) days after the date the judgment has become final;
 - 8.1.5 if the CUSTOMER disposes of any of its assets other than in the ordinary course of its business.
- 8.2 Any cancellation shall be without prejudice to any accrued claims against the CUSTOMER and claims which the COMPANY may have for damages arising out of such cancellation.

9. **MAGISTRATE'S COURT JURISDICTION**

The CUSTOMER consents to the COMPANY instituting at its election any legal proceedings arising out of this contract in a Magistrate's Court of competent jurisdiction over the CUSTOMER, notwithstanding the fact that the amount of the claim may otherwise exceed the jurisdiction of the Magistrate's Court.

10. **COLLECTION AND ATTORNEYS CHARGES**

In the event of an attorney being instructed by the COMPANY to collect any overdue amounts owing by the CUSTOMER or to take legal proceedings for the recovery of any amounts or GOODS arising out of this contract or the cancellation thereof, the CUSTOMER shall pay all legal costs incurred by the COMPANY on the scale as between attorney and own client, including any collection commission, even where such costs are incurred prior to the commencement of any legal proceedings.

11. **ADDRESS FOR SERVICE OF NOTICES OR LEGAL PROCESSES (DOMICILIA)**

- 11.1 The CUSTOMER chooses the physical street address in its Credit Application form as the address for service on it of any notices or legal processes arising from this contract or in relation to the GOODS sold (its domicilium citandi et executandi).
- 11.2 The COMPANY chooses 439 Sydney Road, Congella, Durban, 4001, as the address for the service on it of any notices or legal processes arising from this contract or in relation to the GOODS sold (its domicilium citandi et executandi).
- 11.3 Any notice by the one party to the other must be given in writing and must be sent by prepaid registered post or hand delivered to the respective addresses above.

12. **ENTIRE CONTRACT AND NO OTHER TERMS AND CONDITIONS BINDING**

- 12.1 The COMPANY shall not be bound by any oral statements, recommendations, figures, advices, formula, specifications, prices quoted, acceptance or representations unless they are in writing and signed on behalf of the COMPANY by its duly authorised representative.
- 12.2 All sales of the GOODS by the COMPANY are subject to these conditions of sale and no other conditions shall be binding on the parties notwithstanding that such conditions may be annexed to or contained in or incorporated by reference in any documents exchanged between the COMPANY and the CUSTOMER and purport to regulate the terms of any purchase by the CUSTOMER.
- 12.3 No variation of any of these terms and conditions or any consensual cancellation of any contract arising therefrom shall be binding upon the COMPANY unless reduced to writing and signed by a duly authorised representative of the COMPANY.

13. **NON-WAIVER CLAUSE**

Any relaxation or indulgence which the COMPANY may afford to the CUSTOMER from time to time shall in no way prejudice any of the COMPANY's rights or act as an estoppel against the COMPANY or be deemed to be a waiver by the COMPANY of any of its rights and shall not prevent the COMPANY from exercising any such rights at a later stage.

14. **DISPUTES AND ARBITRATION**

- 14.1 Save where otherwise provided in this agreement, in the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including but not limited to the validity, implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the COMPANY shall be entitled (but not obliged) to demand that the dispute be referred to and determined by Arbitration in accordance with the rules of the Arbitration Foundation of South Africa ("the Foundation") and in such event clauses 14.2 to 14.5 below shall also apply.
- 14.2 The parties will attempt to agree in writing on an Arbitrator within 10 (ten) days after the COMPANY has demanded Arbitration failing which the Arbitrator will be nominated by the Foundation.
- 14.3 The parties irrevocably agree that the submission to the Arbitration in terms of this clause is subject to either parties' right of appeal but as set out hereunder:
 - 14.3.1 Any party to the Arbitration may appeal the decision of the Arbitrator with a period of 14 (fourteen) days after the Arbitrator's ruling has been handed down by giving written notice to that effect to the other party or parties to the Arbitration. The appeal will be dealt with in accordance with the rules of the Foundation by a panel of 3 (three) arbitrators appointed by the Foundation.
 - 14.3.2 If there is no notice of appeal in the manner and period stated in clause 14.3.1 above then the decision of the Arbitrator will become final and binding on the parties to the Arbitration. A decision which becomes final and binding in terms of this clause may be made an order of court at the instance of any party to the arbitration.
- 14.4 The provisions of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of the agreement.
- 14.5 The party in whose favour the Arbitrator makes a favourable award shall be entitled to claims all its legal costs incurred from the other party (ies) involved in the Arbitration proceedings.

15. **MISCELLANEOUS**

- 15.1 These Terms and Conditions of Sale have been drafted with reference to the CUSTOMER in the singular neuter. In the event of the CUSTOMER being a natural person or consisting of more than one person, these Terms and Conditions of Sale shall be construed accordingly.
- 15.2 The fact that any of the obligations in terms of this document may not be enforceable shall not affect the enforceability of the other obligations. The fact that any security may not be valid or effectual shall not affect the validity or effectiveness of the other security.
- 15.3 Unless otherwise agreed in writing, either party may terminate any contract for printing a Periodical Publication by giving not less than three (3) months' notice in writing but the COMPANY may terminate any such contract forthwith should any monies due remain unpaid or should any other term or condition be breached.