

APPLICATION TO OPEN AN ACCOUNT WITH ABES TECHNOSEAL

Registered Name: _____

Trade Name: _____ Ultimate Holding Co: _____

Registration Number: _____ Vat Nr: _____

Nature of business: _____

Physical/Delivery Address: _____

Postal Address: _____

Tel Nr: _____ Cell: _____ Email: _____

Contact Person in Accounts:

Name: _____

Tel Nr: _____ Cell: _____ Email: _____

Buyer Contact Details:

Name: _____

Tel Nr: _____ Cell: _____ Email: _____

Details of Directors/Members/Partners

Name: _____ Tel Nr: _____ Email: _____

Residential Address: _____

Banking Details:

Bank: _____ Acc nr: _____

Branch: _____ Branch Code: _____

Credit limit amount requested: _____

Initial



TRADING CONDITIONS:

1. Payment shall be effected not later than 20 workdays after the last day of the month in which delivery is affected.
2. The prices quoted are based upon the ruling rates of wages, materials and transportation. Should our suppliers vary these prices, we reserve the right to claim an increase on this account to cover such increased costs. (Exchange rates, increase duties etc.)
3. Interest at the rate of 2% per month will become payable on all overdue accounts.
4. All charges incurred in the collection of overdue accounts shall be payable by the purchaser. Such charges shall include, but not be restricted to, fees and disbursements due to our attorneys calculated on an attorney and client scale.
5. All materials shall be checked on arrival by the purchaser against the delivery notes, for any shortages or defects. Failure to do so will render the purchaser liable for payment for any replacements required.
6. Where goods are dispatched, whether "carriage forward" or "to pay", any breakages or shortages shall be for the purchaser's account, unless otherwise agreed to by us in writing.
7. We are not responsible for the misuse by others of items sold by us, and no liability will be entertained for delays caused by strikes, lockouts, and breakdowns of machinery or any other reason beyond our control.
8. We undertake to replace all items not in accordance with the contract without delay, but we shall not be held liable for any consequential damages resulting from the use of wrongly delivered materials.
9. Any action for the recovery of any money owing to us under this contract or for the enforcement of any right, arising out of this contract, may, at our option be instituted in the magistrates court for the district having jurisdiction in terms of section 28(1) of act 32 of 1944, notwithstanding that the subject matter may be beyond the ordinary jurisdiction of such court, and that this clause constitutes any consent which may be required in terms of section 45 of the said act. The purchaser selects as domicilium citandi et executandi the address to which the goods are delivered at which address all legal documents and processes may be served unless the purchaser notifies us in writing of any other address selected as domicilium citandi et executandi.
10. Goods sold will remain the property of the seller until paid for in full.



**PLEASE PROVIDE US WITH FOUR TRADE REFERENCE CONTACT DETAILS
FOR YOUR COMPANY:**

1. Company Name:	Tel:
2. Company Name:	Tel:
3. Company Name:	Tel:
4. Company Name:	Tel:

Does your company accept backorders? Yes / No (Please circle the correct answer)

What would be your main department of purchases from ABES Technoseal?

Bougi Cord	☐	Seals	☐	Clutches: Heavy Duty	☐	Light Duty	☐	Eco Range	☐
Non-Clutch Products	☐								

Application received from: _____
(The person at ABES Technoseal who supplied this credit application to you)

Bank Explicit Consent Form:

I, _____ (Name and Surname) with ID
number _____, the duly authorised representative of
_____ (“Company”)

Hereby agree that ABES Technoseal a Member of the Hudaco Group may enquire with our banker to obtain his/her opinion with regards to lending amounts and lending terms applicable to the Company.

I furthermore warrant that all information supplied to the Creditor is to the best of my knowledge true and correct, that I am not aware of any other information that would affect the credit application of the Company in any way and that I am authorised to sign this document.

Initial



I/We acknowledge that the statements and information given on this application are true and correct in every detail and that I/We have no knowledge of any facts which, if disclosed, may affect this application.

The Client's Personal Information herein will only be used for the purpose for which it was collected and as agreed upon. ABES Technoseal collects and processes client's personal information pertaining to the client's financial needs. The type of information will depend on the need for which it is collected and will be processed for that purpose only. By agreeing to the terms of this consent form, I hereby voluntarily authorize ABES Technoseal to process my personal information (including my name, banking details, physical address, telephone numbers & any other information I have provided to ABES Technoseal). This consent is effective immediately & will endure until the relationship between myself & ABES Technoseal has been terminated.

Name:

Signature:

Date:

Capacity:

** Please attach the following documents to your application where applicable:

- Company Registration documents
- Current Tax compliance certificate
- Vat certificate
- Copies of directors' id's
- Company letterhead
- BEE Certificate
- Confirmation of banking details (Bank letter etc)
- Latest 3 Months bank statements

Initial

**Suretyship:**

I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private and individual capacity as surety and co-principal in solidum with THE APPLICANT in favour of THE CREDITOR for the due performance of any obligation of THE APPLICANT and for the payment to THE CREDITOR by THE APPLICANT of any amounts which may now or at any time be or become owing to THE CREDITOR by THE APPLICANT from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims and actions against THE APPLICANT acquired by way of cession. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by THE CREDITOR and then only, in the event that the sum then owing by THE APPLICANT (whether due or not) to THE CREDITOR has been paid in full. I hereby renounce the benefits of the legal exceptions “non Causea Debiti”, “Ordinis Seu Excussionis et Divisionis et Divisionis” and “cession of Action” with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to all of the terms and conditions set out in this agreement.

Name:

Signature:

Date:

Capacity:

Initial



CUSTOMER DECLARATION

PROTECTION OF PERSONAL INFORMATION ACT (“POPI”)

ABES Technoseal, a member of the Hudaco Group (“Company”) is committed to the adherence of national and international legislation and regulations pertaining to the safeguarding of Data Privacy and the protection of personal information when processed by any person, whether natural or juristic in terms of the **Protection of Personal Information Act (4) 2013 (“POPI”)** and/or similar international legislation. Further, the purpose for which the Customer’s personal information will be collected and processed is to ensure that such personal information and documentation is verified and vetted to promote compliance with the company’s policies and thus prevent fraudulent and/or corrupt business activities.

ACCORDINGLY:

1. The Company shall collect, process, and store the personal information of the Customer for the purpose intended, namely the opening of an incidental credit/COD account with the Company and that it shall proceed to act in accordance with the provisions of POPI in collecting, processing, and storing the Customer’s personal information.
2. During the business relationship between the Customer and the Company, the Customer acknowledges and consents to the processing of the Customer’s personal information for any purpose relating to the administration, management and operations of the Company’s legitimate business purposes or legal obligations by the Company or anyone acting on behalf of the Company.
3. The Company undertakes not to disclose the Customer’s personal information unless it is legally or contractually required or for its legitimate business purposes. Similarly, the Customer has the corresponding obligation to the Company in this regard.
4. The Customer acknowledges that the Company will use reasonable efforts in order to ensure that the Customer’s personal information in its possession or processed on its behalf is kept confidential, stored in a secure manner and processed in terms of POPI and for the purposes for which the Company has been authorised. Similarly, the Customer has the corresponding obligation to the Company in this regard.
5. The Customer declares that all personal information supplied to the Company for the purposes of procurement and related legal and operational reasons is accurate, up to date, is not misleading and that it is complete in all respects. The provision of misleading information by the Customer may lead to termination of the business relationship with the Company. It shall always remain the responsibility of the Customer to immediately advise the Company of any change to its personal information should any of the Customer details change including, but not limited to, a change of ownership or control in the Customer.
6. The Customer hereby provides its consent to the Company to process its personal information, as provided above, and acknowledges that it understands the purpose for which it is required and for which it will be used.

Signed on behalf of the Customer duly authorised:

Full Names of duly authorised signatory of Customer:

Name of Customer:

Customer Address:

Initial