



Application For Credit Facilities

SECTION A – Questionnaire

We, _____

(Hereinafter referred to as "THE APPLICANT") hereby make application for credit facilities for the opening of an account with **BLACK ARROW TRADING EST.** Registration number; **2051044037** (hereinafter referred to as "THE CREDITOR").

In support of this application, the following information is furnished:

1. Legal entity type (please tick)

Sole Ownership

Partnership

Close Corporation

Private Co.

Public Co. (Ltd)

2.1 Registered Name of "THE APPLICANT" _____

2.2 Trading name _____

2.3 Company Registration number (if registered) _____

3.1 Postal Address _____
_____ Code _____

3.3 Delivery Address _____

3.4 Registered Office Address _____

3.5 Telephone Numbers Area Code (_____) _____

3.6 Fax Number Area Code (_____) _____

3.7 Cellular Number _____

3.8 e-Mail address _____

3.9 Name, Address, and Contact number of landlord _____

3.10 Person responsible for account payment: _____

4.1 Date Business Commenced Trading

D

D

M

M

Y

Y

Y

Y

5.1 Bankers _____

5.2 Branch _____

5.3 Account Number _____

5.4 Branch Code _____

5.5 Type of account _____

5.5 Date account opened _____

5.6 If account has been open for less than 3 years, please state details of previous account _____

6.1 Holding Company name _____

6.2 Percentage share holding _____

6.3 Name of Auditors / Accounting Officer _____

6.3.1 Street address _____

6.3.2 Telephone Number Code (_____) _____

6.4 Date of last audited financial statements _____

(Please attach hereto)

7 Details of principals (Sole Owner / Partners /Members / Directors)

Full Name	ID Number	Address	Phone

8 Key Person Detail

Position	Name	Signature	Phone
General Manager			
Operations Manager			
Sales Manager			
Purchasing Manager			
Finance Manager			

SECTION B –Terms and Conditions of Sale

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with THE CREDITOR and in consideration thereof THE APPLICANT does hereby irrevocably accept the following terms and conditions.

1. Proof of Claims

A certificate signed by a manager or any director of THE CREDITOR reflecting the amount owing by THE APPLICANT to THE CREDITOR, in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with THE CREDITOR, and of the fact that such amount is due, owing and unpaid shall be *prima facie* proof of the effects therein stated 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.

2. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

3. Change of address

THE APPLICANT undertakes to notify THE CREDITOR forthwith in writing of any change of address.

4. Objections to statement

If THE APPLICANT should fail to object to any item appearing on THE CREDITOR'S statement of account within fourteen days of date of the dispatch of the statements the accounts shall be deemed to be in order.

5. Change of ownership

THE APPLICANT undertakes to notify THE CREDITOR, in writing, within seven days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to the foregoing, THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to THE CREDITOR.

6. Valid orders

In the event of any order being given to THE CREDITOR on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

7. Payment to CREDITOR

THE CREDITOR does not appoint the Post Office as it's agents for payments by post. All payments shall be made to THE CREDITOR'S place of business from where the goods were ordered. In the event of any payments being mislaid or lost in the post, THE APPLICANT shall still be liable to THE CREDITOR for payment.

8. Credit terms

The credit terms are, unless amended in writing by a director/manager of THE CREDITOR, **30 (thirty) days**, where such days are calculated from the date of statement. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument. Any credit facilities granted to THE APPLICANT by THE CREDITOR is entirely at the discretion of THE CREDITOR, and may be withdrawn at any time.

9. Delivery and Repairs

9.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on THE CREDITOR'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.

9.2 Any delivery date stated on the order confirmation is approximate only. THE CREDITOR shall not be bound by that date, but will make all reasonable efforts to deliver by that date.

9.4 The risk in and to the goods shall pass from THE CREDITOR to THE APPLICANT on the date of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of THE CREDITOR'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by THE CREDITOR. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

9.5 In the event of THE CREDITOR acceding to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give THE CREDITOR sufficient information to enable it to process any order, THE APPLICANT will pay any costs and expenses thereby incurred by THE CREDITOR.

- 9.6** THE APPLICANT agrees that goods will be offloaded at the nearest accessible point on site. THE CREDITOR shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.
- 9.7** Any repair time or cost estimates given by THE APPLICANT to THE CREDITOR shall be estimates only and are no considered binding upon THE CREDITOR. Any item handed in for repair to THE APPLICANT may be sold to defray costs if such repair items are not collected within 30 days of such repair being carried out. Repairs are guaranteed for a period of three months against faulty workmanship.
- 9.8** All goods taken by THE CREDITOR on evaluation, approval demonstration or consignment shall be deemed sold if not returned with 7 days from delivery in perfect condition, in the original packaging and with all accessories and manuals intact.
- 9.9** THE CREDITOR acknowledges all copyrights, patents, trademarks or designs, and indemnifies THE APPLICANT against any claims, costs or expenses arising out of the infringement thereof.

10. Warranties

- 10.1** New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. Services carry no guarantees.
- 11.2** The cost of repair or replacement of faulty goods or granting of a credit to the value of such goods at the sole discretion of THE CREDITOR.
- 12.3** THE APPLICANT will have no warranty or guarantee claims under this agreement unless THE CREDITOR has received notice within fourteen days of the alleged defect occurring, a written notice from THE APPLICANT specifying the defect and requesting THE CREDITOR to remedy such defect. Any written notice of such defect must be accompanied by the original tax invoice as issued by THE CREDITOR.
- 13.4** THE APPLICANT shall return any defective goods to the premises of THE CREDITOR at THE APPLICANT'S cost, packed in the original packaging, failing which no guarantee or warranty claim will be enforceable.
- 14.5** All warranties and guarantees shall become immediately null and void should any equipment be tampered with; seals broken by THE APPLICANT; or should the goods be operated outside of the Manufacturer's specifications.

11. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. This agreement shall be governed by the laws of Saudi Arabia.

THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein.

Thus signed by THE APPLICANT or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT.

Signed at _____ this _____ day of _____

Before the undersigned witnesses.

Name: _____

Designation _____

Signature: _____

Date: _____

As Witness: _____

For and on behalf of THE CREDITOR:

Name: _____

Designation _____

Signature: _____

Date: _____

As Witness: _____