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AUTOMOTIVE AIR-CONDITIONING



GROUP ACCOUNT APPLICATION

CUSTOMER INFORMATION						
SECTION 1 APPLICANT						
Indicate with an X:	Public Company	Private Company	Partnership	Sole Trader	Closed Corporation	Trust
Name of Company / CC or Sole Trader:						
Trading as:						
Do you belong to a Buying Group? YES / NO			If yes, which Group:			
Nature of business:						
Branch locations:						
Registration number:			Vat Number:			
Postal Address:			Delivery Address:			
Purchases will only be delivered to the delivery address given.						
Telephone Numbers		Office:		Email:		
Are the premises owned or leased						
Name and address of Landlord						
Auditors / Accounting Officer			Name:			
			Registration Number:			
			Telephone Number:			
Bankers:			Account Number:			
Branch:			Branch Number:			
Name in which Bank Account is opened:						
Proprietor(s) / Partner(s) / Director(s) / Member(s)						
Please circle above where applicable and supply the following details for any of the proprietor(s), partners, directors(s) and/or members(s).						
Name	Address	Telephone	Identity number			
1. _____	_____	_____	_____			
2. _____	_____	_____	_____			
3. _____	_____	_____	_____			
Credit Limit Required:	R	Value of first order:	R			
Are official orders used?	YES	NO	Allow Part Orders	YES	NO	
Sales Contact Person:			Telephone Number:			
Cell Number:			E-Mail Address:			
Accounts Contact Person:			Telephone Number:			
Fax Number:			E-mail Address:			

Signed at _____ this _____ day of _____ 20_____.

Signature	Name of duly authorised person (block letters)
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MACS Automotive Aircon (Pty) Ltd. Co. Reg. No.: 2017/074057/07. **Johannesburg (HO):** City Deep Production Park, 83 Heidelberg Road, JHB. T: +27 87 820 2222, E: salesauto4@macsauto.co.za, sales@macsauto.co.za. **Bloemfontein** (Diesel-Electric): 7 Levy Street, Hilton. T: +27 51 404 9999, E: louis.botha@de.co.za. **Cape Town:** Unit 9 & 10 Baruch Park, cnr Weld Street & 4 Buchan St, Stikland Industrial, CPT. T: +27 21 510 7599, E: ctautorep@macsauto.co.za. **Durban:** 25 Island Circle, Riverhorse Valley, DBN. T: +27 31 579 1060, E: kznauto2@macsauto.co.za. **Nelspruit:** 1 Stinkhout Crescent, West Acres ext 1, Nelspruit. T: +27 13 752 4941, E: nsptsales@macsauto.co.za. **Port Elizabeth:** 4 Kwaford Road, Struandale, PE. T: +27 41 451 1939, E: plzauto@macsauto.co.za. **Pretoria:** 110 Charlotte Maxeke Street, Pretoria West, Pretoria, 0183 T: +27 12 327 2080, E: ptauto@macsauto.co.za. **Vereeniging** (Diesel-Electric): 9 Hofmeyer Avenue, Vereeniging. T: +27 16 440 2000, E: andries@de.co.za.

Banking details:

MACS Automotive Aircon (Pty) Ltd. First National Bank. Account Number: 62703237439. Branch Name: The Glen. Branch Number: 259-605. Swift Code: FIRNZAJJ
Director: WL. von Ey* (German)



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Terms and conditions of Sale

1. Application

- 1.1 In these terms and conditions of sale, the term SUPPLIER refers to Macs Automotive Airconditioning (Pty) Ltd (The Company) and the term PURCHASER refers to the registered company name and credit applicant(s) as noted on page 1 of this application.
- 1.2 These terms and conditions supersede all other conditions and are without prejudice to any securities and / or guarantee(s), which the SUPPLIER holds.
- 1.3 This contract constitutes the entire contract between the parties and no representation by any person or variation or consensual cancellations of or amendments to any of terms and conditions hereof, shall be valid or binding on the SUPPLIER unless reduced to writing and signed by an authorised representative.
- 1.4 To the extent that there is any conflict between these terms and a written agreement between the SUPPLIER and the PURCHASER in respect of a particular transaction, the terms of that agreement shall prevail.

2. Payment

- 2.1. The contract price shall be paid by the PURCHASER without any deduction or set off within the period stipulated on the face hereof following the date of statement.
- 2.2. If more than one delivery is made, then each delivery will be invoiced and paid for separately but otherwise in accordance with 2.1.
- 2.3. The SUPPLIER shall be entitled to charge collection fee of 20% on overdue amounts. Should the PURCHASER default in paying its account, then the SUPPLIER shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding by the PURCHASER from whatsoever cause arising will immediately become due and payable, notwithstanding the fact that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- 2.4. The PURCHASER agrees that in the event of any portion of an invoiced amount of such indebtedness according to the agreed terms of credit allowed to the PURCHASER, failing which any discount permitted in respect of the involved amount will be forfeited.
- 2.5. Until the purchase price of the goods has been paid, the PURCHASER shall ensure that the goods are adequately insured against the usual risks and produce conclusive proof of such insurance, whenever called upon to do by the SUPPLIER.

3. Price

Unless another price has been quoted by the SUPPLIER (which will then apply), the price of the goods will be the SUPPLIER's current price ruling on the date of quotation to the PURCHASER. The SUPPLIER may vary any quoted price by adding thereto the increased cost to it resulting from any adverse fluctuation in the rate of exchange between the date of the quotation and the date of the quotation and the date of supply, or for any other reason whatsoever.

4. Discount

Any discount shall only be allowed if payment is received by the SUPPLIER by the due date (if any).

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5. Delivery

- 5.1 Delivery shall be completed when goods are off loaded at their destination, if goods are to be transported by means of the SUPPLIER's vehicle, or when the goods are loaded to be transported by the PURCHASER or a carrier.
- 5.2 Should the SUPPLIER, at the PURCHASER's request, agree to engage a carrier to transport the goods on behalf of the PURCHASER, then:
 - 5.2.1. The SUPPLIER is authorised to engage a carrier on such terms and conditions as it deems fit;
 - 5.2.2. The PURCHASER shall indemnify the SUPPLIER against all demands and claims that may be made against it by the carrier so engage and all liability that the SUPPLIER may incur to carrier arising out of the transportation of the goods.
- 5.3. The risk in the goods shall pass to the PURCHASER on delivery to the PURCHASER, its agent or carrier, referred to in 5.2 above.
- 5.4. If the PURCHASER fails to take delivery of the goods on due date, then risk shall immediately pass from the SUPPLIER to the PURCHASER and the PURCHASER shall refund the SUPPLIER, on demand, the reasonable costs, including storage and insurance costs of keeping the goods during the period of that delay.
- 5.5. The SUPPLIER shall be exempted from and shall not be liable under any circumstances for any complaints or claims for any alleged shortage or failure of the alleged goods to comply with terms of contract unless notice is received by the SUPPLIER in two days of delivery of the goods to the PURCHASER.
- 5.6. The signature of any employee or agents of the PURCHASER, which appears on the SUPPLIER's official delivery note or waybill or the delivery note of any authorised independent carrier, will be conclusive of delivery of goods purchased.
- 5.7. Notwithstanding any other provision in the contract to the contrary, the SUPPLIER's obligation to deliver the goods shall in all cases be subjected to the following conditions precedent.
 - 5.7.1. Availability of stock to the SUPPLIER
 - 5.7.2. The timeouts receipt by the SUPPLIER of any instructions to such goods

6. Ownership and set off

Notwithstanding the delivery of any goods to the PURCHASER, ownership shall not pass until the SUPPLIER has received payment in full of all indebtedness of the PURCHASER to the SUPPLIER shall be entitled to recover possession of the goods and without notice and without the necessity to first cancel the contract of sale if payment of the amount owing to the SUPPLIER is not effected on due date.

7. Exclusions

- 7.1. The SUPPLIER's liability to the PURCHASER for any damages sustained by the PURCHASER from any cause whatsoever, including any damage arising out of the SUPPLIER's negligence or that of its servants or agents or subcontractors shall in any event and under all circumstances, be limited to the replacement of goods which are found to be defective as at the date of delivery thereof.
- 7.2. Except as provided for in 7.1 above the SUPPLIER shall under no circumstances whatsoever be liable for any loss, profit or damage, direct or indirect, consequential or otherwise, sustained by the PURCHASER, whether or not caused by any negligence of the SUPPLIER, its agents or employees.
- 7.3. The PURCHASER shall not have any claim of any nature whatsoever against the SUPPLIER for failure by the SUPPLIER to carry out its obligations under this contract as results of causes beyond the SUPPLIER's control

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8. Domicile

The PURCHASER nominates its business address as reflected on the credit application form as its domicile citandi et executandi for the service of notice and process whether in connection with any claim for any sum due to the SUPPLIER or otherwise.

9. Return of goods

If, in the exercise of its discretion, the SUPPLIER agrees at the request of the PURCHASER to accept the return of goods for credit, were correctly supplied by the SUPPLIER and are not faulty or subject to any claim, the SUPPLIER shall be entitled without the necessity of any further agreement, to claim from the PURCHASER a handling charge of 10% of the invoiced value of such goods.

10. Certificate

A certificate signed by any director of the SUPPLIER shall be prima facie proof of the amount due to the SUPPLIER and shall constitute sufficient proof of such indebtedness for the purpose of provisional sentence and/or summary judgement or for any other purpose whatsoever.

11. Recovery of legal/collection Costs

Should the CREDITOR instruct its attorneys or collection agent to collect any overdue amounts, or take any action against the APPLICANT in the implementation or protection of the CREDITORS rights, the CREDITOR shall be entitled to the recovery of all legal or collection cost arising there from, on the scale as between attorney, agent or collection agent and own client.

12. Consent to Processing Personal Information

12.1 The customer consents to his, her, their or its (as the case may be) processing of personal information provided herein, and acknowledges that the processing of information by the supplier includes the collection, storage, updating, use, making available and/or destruction thereof, so as (amongst others) to enable the supplier to:

- 12.1.1 consider the customer's application for credit facilities with it;
- 12.1.2 conclude agreements with the customer in respect of goods;
- 12.1.3 enforce and/or collect on any agreement, when the customer is in default or breach of this agreement provisions and/or to trace the whereabouts of the customer for purposes of such enforcement and/or collection;
- 12.1.4 perform historical, statistical and/or research functions;
- 12.1.5 do a full background check, do affordability assessments, credit assessments and/or credit scoring in respect of the customer, and;
- 12.1.6 deliver correct documents and/or notices to the customer.

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12.2 The customer and, if applicable, it's said representative/s and other parties acknowledge/s and confirm/s that the supplier may share his, her, their or its (as the case may be) personal information with the following "parties" (amongst others) whom have an obligation to keep the personal information secure and confidential:

- 12.2.1 attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this agreement;
- 12.2.2 law enforcement and/or fraud prevention agencies;
- 12.2.3 regulatory authorities, governmental departments, local and/or international tax authorities and/or other 'parties' that the supplier under law has to share the personal information with;
- 12.2.4 persons/parties to whom the supplier cedes its rights and/or delegates its obligations in terms of this agreement and;
- 12.2.5 contractors and/or employees of the supplier who are required to be informed of the personal information in order to enable the supplier to comply with any quotation to and/or agreement with the customer in respect of goods.

Surety / Co-Principal Debtor

I / we, the undersigned:

Full names	Identity Number
1. _____	_____
2. _____	_____
3. _____	_____

Agree to the terms arranged, accept company and personal liability as co-principal debtor(s), and as surety in respect of debts incurred by business with Macs Automotive Airconditioning (Pty) Ltd (The Company). In addition, I / We understand that Macs Automotive Airconditioning (Pty) Ltd (The Company) reserves the right to charge collection fee of 20% set by Macs Automotive Airconditioning (Pty) Ltd (The Company) on any overdue amount and / or balance.

Signature of surety	Position / Capacity	Identity Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

PLEASE ATTACH THE FOLLOWING DOCUMENTATION:

- ☐ Certificate of Registration
- ☐ Credit limit required
- ☐ Each page is initialled
- ☐ Identity Documents of Proprietor(s) / Partner(s) / Director(s) / Member(s)
- ☐ VAT Certificate
- ☐ Required signatures
- ☐ Bank Confirmation (Not older than 3 months)

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INTERNAL USE ONLY									
Internal Salesperson									
Telephone Number									
Products to be Purchased									
Type of Business									
Personal view on the Applicant									
Salesperson's signature					External Rep.				
Area					Date				
Territory									
FOR OFFICE USE ONLY									
BANK REPORT					CREDIT INSURANCE				
Amount Referred					Limit Required		Date		
Date requested from bank					Limit Given		Date		
Date received from bank:					Annex No				
Code	A	B	C	D	E	F	File No		
RD Cheques		YES		NO		Special conditions (If any)			
Credit Bureau report?		YES		NO		Have special conditions been satisfied?			
Attached?		YES		NO		If relying on limit of discretion is written "A", "B", "C" bank code held?			
CREDIT CONTROL DEPARTMENT TO COMPLETE									
Date Application Received					Externals Name				Discount code
References checked by					Merchandisers Name				Route Code (courier)
Account Number					Customer Group				Classifications
Terms					Sales Area				
Credit Limit Approved					Price List				
CONFIRMATION LETTER SENT TO CUSTOMER DATED:									
CREDIT APPROVAL									
Sales Administrator		Signature					Date		
Sales Manager		Signature					Date		
General Manager		Signature					Date		
Credit Controller		Signature					Date		
CUSTOMER SEGREGATION									
1. WORKSHOP									
2. COMMERCIAL ON HIGHWAY									
3. COMMERCIAL OFF HIGHWAY									
4. DISTRIBUTOR									



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