



Thinking outside the box!

Credit Application

Air-Port Packaging (PTY) Ltd

Unit 9 Wydan Business Park, 58 Road 5,
Brentwood Park AH, Benoni, 1505

Tel: +27 11 395 1448

APPLICATION FOR CREDIT FACILITIES

Registered Name of Company								
Company Registration Number								
Date Business Commenced								
Postal Address								
Delivery Address								
Tel No. 1					Tel No. 2			
Fax No.					Area Code			
A	Type of Business	Public Co.	Partnership	Close Corporation	Sole Proprietor			
B	Classification of Trade	Wholesale	Retail	O.E.M.	Other			
C	Details of Proprietors or Directors							
Name		Private Address		Telephone Number			Identity Number	
D	Names of associated Companies							
E	Name of Parent Company							
F	References							
Bankers							Branch	
Bank Account Number								
1.	Trade			City			Telephone	
2.	Trade			City			Telephone	
3.	Trade			City			Telephone	
4.	Trade			City			Telephone	
G	Amount of Credit Required			Note: Maximum of 2 x Monthly Purchase				
H	Premises		Rented	Yes	No	Owned	Yes	No
Name and address of landlord								
I	How long established			Years				
J	Name of Buyer							
K	Name of Financial Controller							
L	Name and Telephone number of Auditor							
M	Name and Telephone number of Attorney							
N	Terms as per Conditions of Sale							
O	THE PURCHASER HEREBY ACKNOWLEDGES THAT HE HAS READ AND AGREES TO ABIDE BY THE COMPANY'S CONDITIONS OF SALE.							
P	Authorised Representatives		Full Names					
Address								
Q	Please attach a copy of your VAT Registration Certificate							
Signature						Date		
For Official Use Only								
Bank Ref. Taken Up		Yes	No	Status Enquiry taken out		Yes	No	
Trade Ref. Taken up		Yes	No	Authorised Limit R				
Terms								
Approved By								
Account No.						Stat. Code		
Representative Responsible for this account								

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Standard Trading Conditions

DEFINITIONS

"The Company" Means AIR-PORT PACKAGING (PTY) LTD. "The Client" Means the party to whom tenders, quotations and services are renewed by The Company and with whom contracts or sub-contracts are entered by The Company.

VARIATIONS

In the event of variations or suspension of work on the client's instruction or lack of instructions, The Company shall be entitled to increase the contract price by a sum of money sufficient to cover extra expenses incurred or sustained by The Company as a direct consequence of such variance or suspension, in the event that such extra expenses have incurred and can be proven by The Company.

WARRANTIES BY THE COMPANY

- 1.1 The Company shall comply in all respects with any specifications supplied by the Client.
- 1.2 The Company warrants and represents that it will at all times comply with all laws, legislation, regulations and codes which are applicable.
- 1.3 In performing its obligations, the Company shall ensure that it obtains and maintains at its own expense all necessary permits, licences, authorisations and any other permissions (whether statutory or otherwise) required to perform its obligations.
- 1.4 The Company will perform and complete the services with the reasonable skill, care and diligence to be expected of a properly qualified and competent professional.

STORAGE CHARGES

Should the client request The Company to withhold or postpone collection of goods and in the event of The Company agreeing thereto, then The Company shall be entitled to charge, and the client undertakes to pay storage charges to The Company at the prevailing rates charged by The Company for storage.

LIABILITY

Time quoted for delivery depends on The Company receiving all necessary information to commence work and to produce without interruption. In all cases whether a time for delivery of goods or services has been quoted or not, the time for a delivery shall be extended by reasonable period if such delay is caused by instructions or lack of instructions from the client, or by industrial dispute, or by reason of suppliers of The Company failing to deliver timeously, or any cause whatsoever beyond the reasonable control of The Company. A contract shall not be cancelled on the ground of the delay of The Company, unless The Company shall first have received reasonable notice of the client's intention to insist upon adherence to contractual delivery dates. The Company accepts no liability under any circumstances.

Period or date or time quoted, is given and intended as an estimate only and The Company shall not, under any circumstances, be liable for any loss or damage arising directly or indirectly out of delays unless such delay was caused as a result of negligence by the company.

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GENERAL

The onus is on the client to check all goods before acceptance. No claims of any nature will be recognized after acceptance.

REPRESENTATION

No representative, agent or employee is entitled to vary these conditions in absence of express written authority from the management of The Company.

DAMAGES

Under no circumstances whatsoever shall The Company at any time be liable for any claims or consequential damage or loss (including loss of profits) that may be sustained or incurred by the client, or any claims of whatsoever nature made by any other person whomsoever for any loss or damage (including but not limited to, consequential damages) suffered by such other person, in connection with or pursuant to any contract concluded with The Company or arising out of or related to the use of the goods, storage of goods, transport of goods or materials sold by The Company unless due to delay, defects, negligence by The Company.

PAYMENT

Payment terms are C.O.D. unless otherwise specified. Any application for account will be subjected to a credit check with 30 days from statement being the maximum period allowed. Alternatively payment can be affected 30 days from invoice date. Any late payment will be subject to interest at the maximum permitted by the National Credit Act of 2005. Should a client default, The Company holds the right to take legal action against said client, and, as such, all legal costs incurred shall be for the clients account.

TERMINATION

Either Party may terminate this Agreement –

- 1.5 on not less than one month's written notice; or
- 1.6 immediately by written notice if the other Party commences with business rescue proceedings or is provisionally or finally (and whether voluntarily or compulsorily) liquidated or enters into a compromise with any of its creditors, or is otherwise unable to pay its debts as and when they fall due for payment.
- 1.7 On 14 days notice in the event that either Party breaches the Agreement and fails to remedy such breach within 7 – 10 days of being called upon to so remedy the breach (and in such event the termination shall be without prejudice to any other rights the aggrieved Party may have to claim damages.)
- 1.8 On termination of this Agreement for any reason The Company shall immediately deliver to AIRPORT PACKAGING PTY LTD. all documents and materials of whatever kind in The Company's possession or power which belong to AIRPORT PACKAGING PTY LTD. or which have been created for the purpose of The Company's performance of any of the services in terms of this Agreement whether in the course of preparation or completed.

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CONFIDENTIALITY

Each party shall keep all Confidential Information of the other party secret and shall not use that Confidential Information except as necessary for the purposes of performing its services. Each party shall store all Confidential Information of the other party in such a way that the other party minimises the risk of unauthorised access. Each party shall promptly return all Confidential Information to the other party or destroy it if the other party asks it to do so.

AUTHORITY FOR ACCEPTANCE

By signature on the face of the invoice accompanying the goods, the receiver of the goods warrants that he/she is duly authorized by the client to accept the goods and to sign for the receipt thereof, The client agrees that its signature or the signature of its employee or any person purporting to represent it on the invoice constitutes sufficient proof of delivery of goods.

DOMICILUM

The client chooses as its Domicillium Citandi Et Excutandi the address set out on its Statement.

The Company chooses as its Domicillium Citandi Et Excutandi

Unit 9,
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Benoni
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