

**APPLICATION FOR CREDIT FACILITIES  
 INCORPORATING STANDARD TERMS AND CONDITIONS OF SALE AND DEED OF SURETYSHIP**

**QUESTIONNAIRE**

CONTACT PERSONS	NAME	TELEPHONE	CELLPHONE	EMAIL
MANAGER				
BUYER				
CREDITORS CLERK				

**CUSTOMER'S DETAILS**

FULL REGISTERED NAME ("CUSTOMER")		DATE ESTABLISHED:	
NAME OF HOLDING COMPANY		IS IT A QUOTED COMPANY?	
TRADING NAME(S)(if any)		TYPE OF BUSINESS:	
POSTAL ADDRESS			
PHYSICAL STREET ADDRESS (CHOSEN AS THE CUSTOMER'S DOMICILIUM CITANDI ET EXECUTANDI)			
TELEPHONE NUMBER		FAX NUMBER	
REGISTRATION NUMBER (attach copy of certificate):		VAT NUMBER (attach copy of certificate):	
OWNERSHIP	SOLE TRADER/PARTNERSHIP/COMPANY/CLOSE CORPORATION (delete those not applicable)		

**DETAILS OF OWNERS/DIRECTORS/MEMBERS**

NAME		NAME	
ADDRESS		ADDRESS	
IDENTITY NO.		IDENTITY NO.	
HOME TEL. NO.		HOME TEL. NO.	

Name and address of landlord if business premises are leased: \_\_\_\_\_  
 \_\_\_\_\_ Telephone No. \_\_\_\_\_

**BANKING DETAILS**

BANK		ACCOUNT NUMBER		BRANCH	
CREDIT LIMIT REQUIRED	<b>R</b>	APPROXIMATE MONTHLY PURCHASES	<b>R</b>		

Attach Copy of Stamped Letter by Bank:

Does the total asset value of the Customer exceed R1 million	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does the total asset value of the Customer exceed R2 million	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the annual turnover of the Customer exceed R1 million	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Does the annual turnover of the Customer exceed R2 million	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Name of auditor or accounting officer: \_\_\_\_\_

Address of auditor or accounting officer: \_\_\_\_\_

**TRADE REFERENCES**

NAME	ADDRESS	TELEPHONE
1.		
2.		
3.		
4.		

IS THERE A GENERAL NOTARIAL BOND ON MOVABLE ASSETS?  HAS A CESSION OF BOOK DEBTS BEEN GIVEN TO ANY PARTY?

HAS SECURITY BEEN GIVEN FOR OVERDRAFT?  IF SO, WHAT FORM OF SECURITY?

HAVE ANY OF THE OWNERS/DIRECTORS/MEMBERS EVER BEEN DECLARED INSOLVENT?

**NB. Only an original application form will be considered for a credit facility.**

**DECLARATION AND SIGNATURE:-**

I/We hereby certify that the information contained in Section A herein is true and correct in each and every respect and may be relied upon by the PTB GROUP (PTY) LTD t/a PROTEA TRUCK AND BUS PARTS (Registration Number: 2019/312742/07) ("Protea") and undertake to notify Protea in writing of any change of details shown above, including any Change of Ownership, Name and Address. Such change shall in no way derogate from the Customer's liability to Protea.

I/We acknowledge that credit facilities granted to us by Protea, in terms hereof, shall be at Protea's sole discretion as to the nature, duration and extent.

I/We do hereby accept and undertake irrevocably to be bound by the Standard Terms and Conditions of Sale as set out in Section B hereunder, which terms and conditions I/we acknowledge having read and understood and agree on behalf of The Customer and which will be applicable to all transactions relating to the purchase of goods and services and any other facility made available by Protea to the Customer.

- I/we am/are solvent and liquid.
- I/we am/are not over-indebted and/or unable to pay my/our debts when they fall due.
- I/we am/are not illiquid and/or over-g geared.
- This request for credit facilities by me/us is not reckless.
- I/we am/are not trading in insolvent circumstances.
- I/we, the Customer, have read and understood the terms and conditions attached hereto, and I/we agree to be bound by such terms and conditions.

I/we agree that **Protea** may make any enquiries it deems necessary to assess or process this application including *inter alia* performing a credit search on my/our credit profile with a registered credit bureau when assessing this application. I/we further consent to **Protea** using the personal and other information that has been provided to it by me/us for establishing its credit rating and to disclose such information to credit control companies, banks and other institutions involved in rating credit. I/we acknowledge and agree that **Protea** will not be held liable for the good faith disclosure of any of this information to such third party and that further specific consent need not be obtained from me/us for the transfer of such information to such third party.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Full Name of Authorized Signatory: \_\_\_\_\_

Identity No: \_\_\_\_\_ (clear copy of signatory's Identity Document to be attached)  
 (who hereby warrants that he/she is duly authorized to act on behalf of and sign for the Customer, and bind the Customer to the terms and conditions attached hereto)

Signature: \_\_\_\_\_ Capacity: \_\_\_\_\_  
 Duly authorized

**AS WITNESSES:**

1. _____	2. _____
FULL NAME	FULL NAME
ADDRESS	ADDRESS

# STANDARD TERMS AND CONDITIONS

## 1. DEFINITIONS

1.1 "Company" shall mean the PTB Group (Pty) Ltd t/a Protea Truck and Bus Parts (registration number: 2019/312742/07);

1.2 "Customer" shall mean the party specified and defined as such in Section A on page 1 hereof;

1.3 "goods" shall mean body panels and truck and bus parts to be supplied by the Company to the Customer in terms of an order;

1.4 "order" shall mean the placing of an order, either in writing by the Customer with the Company (by the Customer delivering same to the physical address of the Company or by transmitting same via email to the email address of the Company), or orally by the Customer with the Company in terms of which the Customer orders from the Company any of the Goods;

1.5 "Parties" shall mean the Company and the Customer or either of them as the context may require.

## 2. AGREEMENT

2.1 The Customer agrees that:-

2.1.1 The Terms and Conditions in this Section B ("the **Terms and Conditions**"), will govern all future contractual relationships between the Parties in respect of the Goods;

2.1.2 Any conflicting conditions stipulated by the Customer are expressly excluded, and

2.1.3 The Terms and Conditions contained in this Section B supersede all previous terms, conditions or agreements relating to tender, sale and supply of goods by the Company to the Customer, without prejudice to any securities or guarantees held by the Company, in respect of the indebtedness of the Customer to the Company.

## 3. OWNERSHIP

Ownership of all goods sold by the Company to the Customer will remain vested in the Company until the full purchase price owed by the Customer to the Company has been paid in full.

## 4. QUOTES

4.1 All quotations will remain valid for a period of 7 (seven) days from the date of the quotation or until the date of issue of a new price list, whichever occurs first.

4.2 All quotations are subject to the availability of the goods and subject to correction of good faith errors by the Company and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of the Company before acceptance of the order.

4.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

4.4 The Customer hereby confirms that the Goods on any Tax Invoice issued duly represent the Goods ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the Goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects

4.5 Notwithstanding anything to the contrary contained herein, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these standard conditions of Agreement and may not be revoked by the Customer.

4.6 The Company shall be entitled in its sole discretion to split the delivery / performance of the Goods ordered in the quantities and on the dates it decides.

4.7 The Company shall be entitled to invoice each delivery / performance actually made separately

## 5. ORDERS

5.1 Orders shall constitute irrevocable offers to purchase the Goods in question at the prevailing prices quoted by the Company as the date when the Customer places the Order for Goods, provided that any Orders shall only be binding on the Company insofar as they are accepted by the Company in writing or by delivery of any Goods so ordered, or by submission of the Company of invoice.

5.2 In the event of any Order being given to the Company on an Order form reflecting the Customer's name as the entity from which the Order emanates, such Order shall be deemed to have emanated from the Customer, notwithstanding the fact that such Order may have been given or signed by a person not authorised by the Customer and such Order will be deemed to constitute a valid order.

## 6. WARRANTIES

6.1 All Goods sold by the Company are sold only in accordance with the standard specifications applicable to such Goods and subject to these Terms and Conditions and the Company's Claims Policy published on its website ([www.proteatruck.co.za](http://www.proteatruck.co.za)) from time to time.

6.2 Save for the provisions of clause 6.1, the Company provides no warranty/ies whatsoever, whether express or implied that the Goods supplied are suitable for the purpose for which they are bought. Any other condition or warranty as to the suitability of the product supplied by the Company to the Customer or fitness for any particular purpose whether arising under statute or otherwise, is excluded.

6.3 Any advice or assistance, whether concerning processing or application possibilities relating to such Goods, technical recommendations or similar indications is given in good faith but without obligation on the part of the Company and subject specifically to the exclusion of any liability whatsoever on the Company's part or on the part of the Company's employees for damages, whether direct or consequential or otherwise.

## 7. DELIVERY

7.1 Any delivery date stated on the Order or confirmation thereof shall not be binding on the Company, however the Company will make all reasonable efforts to deliver by such date.

7.2 Whilst the Company will endeavor to ensure that Goods are delivered timeously, it shall not be responsible for any delays in the delivery of such Goods, and the Customer shall not be entitled to refuse acceptance of such late deliveries.

7.3 The Company shall in any event not be liable to the Customer or to any third party for any loss or damage of whatsoever nature suffered by the Customer or any third party, as a result of Goods not being delivered timeously, for whatsoever reason, including, but not limited to, any negligent act or omission on the part of the Company.

7.4 Routes and modes of transportation shall be chosen by the Company, though the Customer's wishes will be taken into account as far as possible. Any additional costs caused thereby shall be for the account of the Customer.

7.5 A signed delivery note shall constitute prima facie proof that the Goods were delivered to and received by the Customer in good condition, whether signed for by the Customer, its employee or its agent.

INITIAL: \_\_\_\_\_

8. **PAYMENT**

8.1 The Customer agrees that the amount contained in a Tax invoice issued by the Company:-

8.1.1 Shall be due and payable immediately; or

8.1.2 Shall, if the Customer is a credit approved Customer, become due and payable net and without deduction 30 (thirty) days from the date of statement on which the purchase first appeared. Interest at the maximum prescribed rate from time to time shall be payable on all overdue amounts;

8.2 Unless otherwise agreed by the Company beforehand in writing:-

8.2.1 Where Orders are executed in parts, payment for each part executed shall be due and payable 30 (thirty) days date of statement referring to said part order;

8.2.2 If the Company has not expressly confirmed a definite price in writing for the execution of any Order its price list ruling at the date of delivery shall apply. Where delivery of an Order is made in parts the list price ruling at the date of each part delivery shall apply to each such part delivery;

8.2.3 Where a definite price has been expressly confirmed by the Company for the execution of an Order or the contract price shall nevertheless at all times be subject to increase, in the event of any increase in the Company's cost price ruling at the immediate time of delivery or part delivery of the Order or during the contract;

8.2.4 Incidental expenses, including where applicable but not limited to bank charges, expenses incurred in releasing shipping documents and insurance shall be for the Customer's account;

8.2.5 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by the Company, reduced to writing and signed by the Customer and a duly authorized representative of the Company;

8.2.6 The Customer is not entitled to set off any amount due to the Customer by the Company against this debt.

8.2.7 The Customer agrees that the amount due and payable to the Company may be determined and proven by a certificate issued and signed by any member or manager of the Company, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

9. **MISCELLANEOUS**

9.1 The Company shall have no obligation to supply Goods to the Customer for as long as the Customer is in arrears with any payments owing from whatever cause. Any credit facilities granted by the Company as a result of this application may be withdrawn or the terms altered by the Company at the Company's sole discretion, without notice to the Customer.

9.2 These Terms and Conditions and any transaction in terms hereof is neither transferable nor assignable by the Customer without the Company's prior written consent.

9.3 In the event of any amount owing by the Customer falling into arrears, the Company shall have the right to appropriate any payment received firstly towards costs, then interest and thereafter in reduction of the capital amount owing.

9.4 Should the Customer default in paying any amount in terms hereof or otherwise, or should any negotiable instrument furnished by the Customer be dishonored, or should the Customer breach any terms hereof, all amounts owing by the Customer to the Company, in terms hereof or otherwise, shall immediately become due and payable notwithstanding the fact that a portion of the amount would not be due in accordance with the agreed terms of payment.

9.5 Any promissory note, bill of exchange or any other negotiable instrument received by the Company from the Customer shall not constitute a novation of the debt for which it is given. The Customer agrees that in the event of any portion of the invoiced indebtedness being disputed, the Customer will forthwith pay the undisputed portion of such indebtedness according to the agreed credit terms allowed by the Company, failing which any discount permitted in respect of the invoiced indebtedness will be forfeited.

10. **RISK AND BENEFIT**

10.1 The risk in the Goods shall pass to the Customer immediately upon the Goods leaving the premises of the Company and the Customer undertakes to insure the Goods for the replacement value, until returned to the Company. Notwithstanding this, ownership in all Goods sold and delivered to the Customer shall remain vested in the Company until the full purchase consideration in respect thereof has been paid in full.

10.2 Should the Customer cease to carry on business, be in financial difficulty, or if the Customer is placed in Liquidation (whether provisionally or finally), the Company shall be entitled forthwith to take possession to the Goods without prejudice to the Company's rights.

10.3 Should any third parties try to assert or substantiate rights in respect of the Goods, the Customer shall be obliged to inform the Company of any such action immediately and the Company shall be entitled to take whatever action the Company deems fit to protect the Company's rights, including cancellation of any sale and repossession of the Goods. Any costs arising from the Company being obliged to take such action shall be for the Customer's account.

11. **RETURN OF GOODS**

11.1 The Customer is expected to inspect and check Goods on delivery to verify specification and quantity. Goods may not be returned and deliveries may not be refused, except by agreement in writing with the Company and subject to the Company's standard parts returned for credit policies from time to time as published on its website ([www.proteatruck.co.za](http://www.proteatruck.co.za)).

11.2 Should any Goods sold not accord with specification in the Company's invoice, the Customer shall notify the Company in writing immediately when the defect comes to its notice and provided the Customer does so within 1 (one) day from the date of delivery of the defective Goods to the Customer, the Company shall accept liability to replace any Goods which were sold by the Company to the Customer and which Goods are not in accordance with the Company's specification or alternatively (provided that the Goods have not been damaged in any way whatsoever) at the Company's discretion the Company shall be entitled to take the Goods back, refunding the Customer with the purchase price paid.

11.3 Should any Goods sold not accord to the quantity ordered the Customer shall notify the Company immediately (and in any event within 1 (one) day of delivery) and provided the Customer is able to demonstrate to the Company's satisfaction that the Company failed to deliver the quantity ordered the Company shall make Good any shortfall in delivery.

11.4 The Company accepts no responsibility for damages, or any other loss, whether direct or consequential that may be suffered by the Customer or any other person claiming through the Customer in connection with the Goods, or whether arising from the Customer's order or the Company's fulfillment thereof, or otherwise howsoever, save in terms of clause 11.2 hereof.

INITIAL: \_\_\_\_\_

**12. UTILIZATION OF GOODS**

The Customer acknowledges that it is aware of the purpose for which the Goods were designed as well and all safety and maintenance procedures which are required in respect of the Goods by any lawful authority. The Customer acknowledges that it has the necessary knowledge and know-how to safely and correctly operate the Goods.

**13. JURISDICTION AND DOMICILIUM**

13.1 The Company shall be entitled but not obliged to institute any proceedings against the Customer arising out of the supply of any goods, or any other cause whatsoever, in the Magistrates Court having jurisdiction over the Customer notwithstanding that the claim or value of the matter in dispute may exceed the jurisdiction of that Court. The Customer consents that the Company shall have the right to institute any legal action in either the Magistrates Court or the Durban High Court at its sole discretion.

13.2 The Customer agrees to be liable for all legal costs, including costs on the attorney and client scale, collection charges and tracing fees which may arise from the Company exercising its rights in terms thereof.

13.3. A certificate signed by the Company's Credit Manager or Director showing the amount due and owing by the Customer at any given time shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the Customer for recovery of any amounts.

13.4 The Customer nominates its business address as reflected in Section A of this document as its *domicilium citandi et executandi* for service upon it of all notices and processes whether in connection with any claim for any amount due to the Company or otherwise.

**14. BREACH**

14.1 The Customer agrees that if any amount owing by it to the Company is not paid in full or at all by it to the Company on or before the date of payment thereof in terms of these Standard Terms and Conditions, or if the Customer commits a breach of any of the provisions contained in the Terms and Conditions or being an individual is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is dissolved, or being a Company or Close Corporation is placed under a provisional or final order of judicial management or liquidation or compromises or attempts to compromise generally with its creditors or if the Customer commits or permits any act or omission which prejudices the rights of the Company; then, in any of the aforesaid events all amounts owing by the Customer to the Company shall immediately become due, owing and payable, and the Company may either:

14.1.1 Institute action against the Customer for specific performance in terms hereof; or

14.1.2 Cancel this Agreement and take possession of any Goods delivered to the Customer, in both instances without prejudice to the Company's rights to claim all damages suffered by it as a result of such breach. Furthermore, and in such event, the Company shall be entitled immediately to suspend any delivery of Goods to the Customer.

**15. GENERAL**

15.1 No variation or addition to these Terms and Conditions shall be binding on the Company unless in writing and signed by the directors of the Company.

15.2 The Company shall not be liable for any damages caused as a result of the misuse or abuse of the Goods.

15.3 The Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa;

15.4 Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by the Company to the Customer, the Terms and Conditions contained herein shall remain in force unless and until cancelled by the Company in writing, and any obligation of the Customer thereunder shall in any case remain in full force and effect.

15.5 Failure by the Company to exercise any rights herein upon any occasion shall not waive the Company's right to exercise the same in the future.

15.6 Each clause of these terms and conditions of sale is severable, the one from the other and if any one or more clauses found to be invalid or unenforceable, such clauses shall not affect the balance of these terms and conditions of sale, which shall remain of full force and effect.

15.7 The Company, its employees or its authorized agents do not accept, nor take any responsibility, nor can they be held liable for any damage, injuries or loss to any persons or their property, arising from the supply, or sale of the goods to the Customer, whether as a result of the negligence or gross negligence of the Customer or its employees and/or agents and/or servants or for that matter from any cause of whatsoever nature. All Goods supplied to the Customer are done so at the Customer's own risk. The Customer hereby indemnifies the Company, its agents, employees and servants against any claim of whatsoever nature, which may be brought against any of them arising out of the supply of the Goods.

15.8 The Customer shall have no claim against the Company for any damages, consequential or otherwise, suffered by the Customer arising from the downtime or loss of profit caused by any breakdown of the Goods from whatsoever cause.

**16. FORCE MAJEURE**

The Company will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster) *causus fortuitus* (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the Company, whether *eiusdem generis* (of what was clearly the real intention between the Parties) with the causes aforementioned or not.

INITIAL: \_\_\_\_\_

# DEED OF SURETYSHIP

I/We by my/our signature hereto bind myself/ourselves in my/our private and individual capacity/ies as Surety and Co-Principal Debtor with the Customer (as defined and reflected in Section A of this herein) for the payment to the Company (as defined and reflected in Section A of this herein) of any amounts which may at any time become owing to the Company by the Customer from whatsoever cause arising.

This Suretyship is in addition to any other securities held or to be held by the Company for the indebtedness of the Customer, and is a continuing security for the amounts due to the Company by the Customer from time to time, notwithstanding any reduction, intermediate settlement of account, extinction, novation or unenforceability of the Customer's obligation or any alteration of the basis of the obligations owed or owing by the Customer to the Company.

I/we renounce the benefits of excussion, division, cession of action, *non causa debiti, errore calculi*, revision of accounts, no value received, and *non numeratae pecuniae*. I/we acknowledge that I/we am/are aware and understand the nature and extent of such of such benefits and my/our renunciation thereof. To the extent that the benefits *non causa debiti, non numeratae pecuniae*, and *errore calculi* may not be waived by me/us, I/we hereby shall only invoke any such benefit if I/we have overwhelming evidence of no cause of action existing, money not received or paid over, and wrong calculation (as the case may be).

Any extension of time or indulgence that the Company may grant to the Customer at any time or any release of other suretyships or security given in connection with the Customer shall not in any way affect my/our liability to the Company under this Suretyship.

A certificate signed by any member, accountant, accounting officer, or attorney of the Company (whose appointment it shall not be necessary to prove) as to the Customer's indebtedness or my/our indebtedness shall, for all purposes, be *prima facie* evidence of the amounts owing to the Company and the contents of such certificate.

I/we consent to the Company:-

Allocating any monies received by it from the Customer or me/us to any debt owing to the Company by the Customer or by me/us;

Ceding (without notification to me/us) any of its rights against the Customer and under this Suretyship; and

Instituting any proceedings under this Suretyship in the Magistrates' courts, even if the amount exceeds that court's jurisdiction. The Customer shall however be entitled to institute proceedings against me/us out of any high court having jurisdiction over me/us or in respect of this Suretyship.

I/we agree to pay the entire attorney and own client costs incurred or payable by the Company to its attorneys (whether by agreement or otherwise and/or whether based upon time [such as, hourly rates]) as a result of or attendant upon the Company's enforcing its rights under this Suretyship.

I/we declare that:-

I/we shall not assign my/our obligations under this Suretyship unless the Company has granted its prior written consent thereto; and this Suretyship was complete in all respects when signed by me/us, has been given and executed by me in the ordinary course of my/our business, trade, or profession, I/we fully understand the terms and conditions of this Suretyship and the nature and obligations of a surety and a joint and several/co-principal debtor, and that I/we have been given the opportunity to refer this Suretyship for legal advice.

I/we choose the address cited in this document as my/our *domicilium citandi et executandi* for all purposes in connection with this Suretyship.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

As witnesses:

1

2

Signature		Signature	
Full Name		Full Name	
Capacity		Capacity	
Address (Domicilium citandi et executandi)		Address (Domicilium citandi et executandi)	