



# CREDA.

COMMUNICATIONS (PTY) LTD

Creda Cape Town Eliot Avenue Epping II 7460 PO Box 1200 Eppindust 7475 Tel + 27 21 505-6100 Fax +27 21 505-6296 (Reg. No. 97/003934/07)  
Creda Gauteng 21 School Street City and Suburban Johannesburg 2001 PO Box 9403 Johannesburg 2000 Tel +27 11 221-5300 Fax +27 11 221-5399  
(Reg. No. 97/003934/07)

## CUSTOMER DETAILS

### A. BUSINESS INFORMATION:

Type of Business: (Tick where applicable)

Sole Owner:  Closed Corporation:  Other: \_\_\_\_\_  
Company:  Partnership:  Describe: \_\_\_\_\_

FULL NAME OF BUSINESS (REGISTRATION): \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

DATE OF COMMENCEMENT OF BUSINESS (REGISTRATION): \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

REGISTERED OFFICE/BUSINESS ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: _____ _____ CITY: _____ POSTAL CODE: _____	STREET ADDRESS: _____ _____ CITY: _____ POSTAL CODE: _____
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ACCOUNTS CONTACT: (Mr/Mrs/Ms) _____ TEL. NO.: (____) _____ FAX. NO.: (____) _____ EMAIL: _____ CELL NO.: _____
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SALES EXECUTIVE CONTACT: (Mr/Mrs/Ms) _____ TEL. NO.: (____) _____ FAX. NO.: (____) _____ EMAIL: _____ CELL NO.: _____ <b>OPTIONAL INFO</b> BIRTHDAY: _____ HOBBIES: _____ WEBSITE: _____
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THE BUSINESS PROPERTY: (Tick where applicable)

OWNED:

LEASED:

**B. FULL DETAILS OF DIRECTORS, MEMBERS, PROPRIETORS, PARTNERS, OWNERS:**

NAME:	I.D. NO.:	TEL. NO.:	CELL. NO.:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

**C. REFERENCE INFORMATION:**

PERIOD UNDER PRESENT OWNERSHIP: \_\_\_\_\_

NAME OF AUDITORS/ACCOUNTANT: \_\_\_\_\_

VAT REGISTRATION NO.: \_\_\_\_\_

DETAILS OF PERSON PAYING THIS ACCOUNT: \_\_\_\_\_

NAME OF BANKERS: \_\_\_\_\_

BRANCH: \_\_\_\_\_ BANK CODE: \_\_\_\_\_ ACC NO.: \_\_\_\_\_

NAME OF PREVIOUS BANKERS: \_\_\_\_\_

**D. CURRENT TRADE REFERENCES:**

1. NAME: \_\_\_\_\_ PERIOD OF ACC: \_\_\_\_\_  
BRANCH: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ REPAYMENTS: \_\_\_\_\_

2. NAME: \_\_\_\_\_ PERIOD OF ACC: \_\_\_\_\_  
BRANCH: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ REPAYMENTS: \_\_\_\_\_

3. NAME: \_\_\_\_\_ PERIOD OF ACC: \_\_\_\_\_  
BRANCH: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ REPAYMENTS: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DESIGNATION

\_\_\_\_\_  
DATE

**FOR OFFICE USE ONLY**

REP NAME: \_\_\_\_\_ PRODUCT TO BE PRODUCED: \_\_\_\_\_

AMOUNT INVOLVED: \_\_\_\_\_

CREDIT TERMS: \_\_\_\_\_



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## CONDITIONS OF CONTRACT

### 1 Definitions

"Printer" means Creda Communications (Pty) Limited;

"Customer" means - Name: .....

Address: .....

.....

Reg. No. ....

"goods" and "services" mean materials and/or services to be supplied or performed in terms of the order placed by the Customer and accepted by the Printer.

2 All goods are sold and services are performed on the following terms and conditions and no variations from these terms and conditions will be valid unless agreed to in writing by the Printer and the Customer.

### 3 Terms of Payment

3.1 The Customer must pay the Printer in full within 30 (thirty) days of date of invoice, unless the parties otherwise agree in writing.

3.2 The Printer may charge interest on overdue accounts at the rate of 2% per month compounded or, if the Usury Act No 73 of 1968, as amended, or any substitution thereof is applicable, the maximum rate is permissible in terms of that Act.

3.3 The Customer must pay for part of any order delivered and invoiced and shall not be entitled to withhold payment until the entire order is delivered.

3.4 Should the Customer not dispute the accuracy of an invoice, in writing, within SEVEN (7) days after the date reflected on the invoice, the invoice shall be deemed correct.

### 4 Contract of Sale

The Customer acknowledges that by accepting the supplier's quotation:

4.1 It has been contracted with the supplier to produce the products as therein described.

4.2 All transactions concluded shall be subject to the terms of this agreement.

### 5 Prices

5.1 Prices quoted:

5.1.1 do not include the cost of delivery of goods from the Printer's premises;

5.1.2 are open for acceptance for 30 (thirty) days from the date of the quotation. If the Customer does not accept a quotation within 30 (thirty) days of the date of quotation that quotation will lapse and no longer be binding on the Printer;

5.1.3 include value added tax. The Printer may add to the price quoted the amount of any increase in value added tax or any other taxes that may be payable from time to time in respect of the goods and services.

5.2 The Customer must pay the Printer for any:

5.2.1 preliminary work which is produced at its request, whether experimentally or otherwise at the Printer's customary rates;

5.2.2 changes, other than the correction of Printer's errors, required by it after it has approved the proofs in terms of clause 5, at the Printer's customary rates;

5.2.3 extra costs incurred through the use of defective material supplied to the Printer by the Customer;

5.2.4 work in progress, goods produced by the Printer and/or consumables used pursuant to an order which order is no longer required by the Customer;

5.2.5 overtime wages and other additional costs or delivery charges incurred by the Printer as a result of the Customer requesting that the goods be produced and delivered ahead of the time agreed upon for production and/or delivery of those goods;

5.2.6 increase in cost of production and materials which occurs between the acceptance and execution of any order;

5.2.7 reprint requested by the Customer of any order it has previously approved, which reprint includes any change or alteration of any kind to the original order;

5.2.8 costs of bulk postage if goods ordered by the Customer are to be dispatched by bulk postage. Such cost is to be paid by the Customer prior to such dispatch being made. If such amount is not so paid, the Customer must pay the costs simultaneously with the balance of its account and will then have to pay for postage as if no bulk discount had been received.

## **6 Proofs**

The Printer may submit proofs, pulls, samples, specimens, sketches, photographs or any representation, whether partial or total ("proofs"), of the finished goods, in whatever form, to the Customer for approval. After the Customer has approved the proofs, the Printer will not be liable for any errors in the proofs as approved.

## **7 Delivery**

- 7.1 Unless the Printer agrees to deliver the goods to the Customer, the Customer shall take delivery of the goods at the Printer's premises. The Customer shall take delivery of the goods as soon as possible after the Printer has tendered delivery.
- 7.2 The Customer must accept any quantity of goods that does not exceed or fall short of the quantity ordered by more than 10% as good and complete delivery. The price will be adjusted pro rata in the event of any such shortfall or excess.
- 7.3 The Printer's delivery note, or waybill, or the consignment note of any authorised carrier signed by the Customer or an employee or agent of the Customer shall be preliminary proof on its mere production that the products delivered corresponds with the quantity as reflected on the relevant delivery note, waybill or consignment note.

## **8 Ownership and Risk**

- 8.1 Ownership of goods will only pass to the Customer against payment of the whole of the contract price. The Printer shall be entitled to take possession of the goods pending payment if it believes the Customer may not be able to make payment on due date, or if the Customer fails to make payment on due date.
- 8.2 The goods shall be at the Customer's risk as soon as they leave the Printer's premises, unless the Printer has agreed to deliver the goods to the Customer's premises using the Printer's vehicles, in which case the goods shall be at the Printer's risk until they are received by the Customer. If the Customer fails to take delivery of the goods when tendered, the risk therein shall pass to the Customer as soon as delivery is tendered by the Printer, even if the goods have not left the Printer's premises and all costs, directly or indirectly, incurred by the Printer in storing and caring for the goods after such tender shall be paid by the Customer to the Printer on demand.
- 8.3 Unless the Printer has agreed to deliver the goods to the Customer in its vehicles, the Customer shall have no claim whatever against the Printer for any loss of or damage to the goods, arising from any cause whatever, while they are in transit.
- 8.4 The Customer shall pay the cost of delivery irrespective of whether delivery is to be made by the Printer or the Customer's carrier or courier, including insurance, freight railage and any other costs incidental to delivery.

## **9 Complaints and Claims**

- 9.1 The Customer must notify the Printer in writing within FOURTEEN (14) days of delivery of the goods or date of consignment note, whichever is the earlier if it claims that any goods are defective.
- 9.2 In the event that any goods are defective and the Customer has complied with 9.1, the Printer's liability will be limited to replacement of those defective goods. The Printer will not be responsible for damages or consequential loss, howsoever arising, and nor will the Customer have any right of set-off.
- 9.3 If the Customer requires the Printer to use any materials or equipment other than those which the Printer supplies, the Printer shall not be liable for any imperfection, loss of quality or any other inadequacy in the goods which is caused by the use of such materials or equipment. The Printer will not be liable for the excess use or wastage of any materials provided by the Customer and used during the course of production.
- 9.4 The Printer will not be liable for errors arising from a request by the Customer to produce or deliver the goods prior to the date and time agreed upon between the parties for the production and delivery.
- 9.5 The Printer will not be required to undertake to do any work in terms of any order other than in accordance with tolerances which are acceptable in the ordinary course of trade within the printing industry.
- 9.6 The Printer will not be liable for any variations in the standard, quality and performance of any material supplied to the Printer by the Customer or any other person.
- 9.7 The Printer gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever.
- 9.8 The Printer will not be liable for any direct, indirect, consequential or other loss, damages, claims of set-off and/or counterclaims, including loss of third parties, arising out of errors in carrying out an order contract, delay in delivery, or unsuitability of goods for use as intended.

## **10 Storage**

- 10.1 The Printer shall own all work in progress and consumables ("the materials") unless otherwise agreed to in writing by the parties, and may be distributed, effaced or disposed of immediately after the order is executed, unless written arrangements are made for their retention. If the Customer requires the materials to be retained, the Printer may charge reasonable rent for their storage. The Printer will not be responsible

for any damages suffered by the Customer arising from the loss, theft, damage or destruction of the materials, it being recorded that the materials will not be insured by the Printer.

- 10.2 If the Customer requests goods to be stored after the date that those goods are due for delivery or dispatch, those goods and any other property belonging to the Customer and held by the Printer will be held at the Customer's own risk.

## **11 Indemnity**

- 11.1 The Printer may refuse to reproduce any matter which, in its opinion, is illegal or defamatory. If any claim is made against the Printer that anything printed on behalf of the Customer is illegal or defamatory, the Customer indemnifies the Printer and holds it harmless against such claim. Accordingly, the Customer shall pay all damages, fines and costs awarded against the Printer or paid by the Printer in its sole discretion as a result of any claim instituted and/or pursued or prosecution of the Printer arising from the printing or publication or circulation of any such matter.
- 11.2 The Customer indemnifies the Printer and holds it harmless against and must pay any claims, costs and expenses arising out of infringement of copyright, trademarks, patent or design.
- 11.3 The Customer shall be liable for all the Printer's costs on the scale as between attorney and own client as may be expended by the Printer in defending any claims or charges as are referred to in 11.1 or 11.2.
- 11.4 The Printer may perform a credit search on the applicant's record with one or more of the registered Credit Bureaux when assessing the applicant's application for credit.
- 11.5 The Printer may monitor the credit applicant's payment behaviour by researching the records at one or more of the Credit Bureaux.
- 11.6 The Printer may use new information and data obtained for Credit Bureaux in respect of the applicant's future credit application.
- 11.7 The Printer may record the existence of the applicant's account with any Credit Bureau.
- 11.8 The Printer may record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting his/her obligations on the accounts.

## **12 Periodical Publications**

- 12.1 Either party may terminate any contract for printing a periodical publication by giving not less than THREE (3) months' notice in writing.
- 12.2 The Printer may immediately terminate any contract for printing a periodical publication should moneys due remain unpaid or should any other of these conditions be breached.

## **13 Force Majeure**

The Printer shall not be liable for failure to perform or delay in performance of any of the terms and conditions of this contract by reason of force majeure from any and every cause whatsoever beyond the Printer's control including without limitation: inability to secure labour, materials, power or supplies, or by reason of act of God, war, civil disturbances, riot, state of emergency, strike, lockout or other labour dispute, fire, flood, drought, legislation, burglary or theft. If any such event occurs, the Customer will have no claims against the Printer for damages or any other claim howsoever arising.

## **14 Breach**

- 14.1 When payment is overdue, or where the Printer anticipates that the Customer may not be able to pay on due date, the Printer may suspend deliveries without notice, and without prejudice to any other legal remedy, until due payment has been made and will not be liable for any damages suffered by the Customer as a result thereof.
- 14.2 Notwithstanding any of the above provisions, any moneys in respect of goods completed but not delivered will forthwith become due and payable.
- 14.3 The Printer may exercise a general lien on all items printed on behalf of the Customer and on property in its hands whether or not payment is overdue where the Printer anticipates that the Customer may not be able to make payment on due date, and may dispose of such items and property as he sees fit and apply the proceeds towards such debts.
- 14.4 Where the Printer anticipates that the Customer may not be able to make payment on due date the Printer may choose to cancel and not to produce any unmade balance of any order and recover from the Customer any loss sustained by so doing. The acceptance by the Printer of any Promissory Note or Bill of Exchange will not be regarded as a novation of any existing debt, nor will it in any way affect the Printer's lien as referred to in 14.3.
- 14.5 If the Customer breaches these terms and/or conditions the Printer will have the right to immediately terminate the agreement or claim immediate payment of all amounts payable by the Customer, whether or not any such amounts are otherwise due for payment. If the Printer chooses to terminate it will also be entitled to recover from the Customer such damages as it has sustained arising from the said breach by the Customer.
- 14.6 If the Printer instructs attorneys to claim payment from the Customer arising from a breach of the Customer's obligations to the Printer, all the costs incurred will be recoverable from the Customer on the tariff as between attorney and own client, as well as collection commission in accordance with the applicable tariff.

**15 Disputes**

If a dispute arises between the Customer and the Printer, then such dispute may, at the instance of the Printer only, be resolved by the decision of an expert appointed for that purpose by the President of the Cape Chamber of Printing and Allied Industries for the time being. In so deciding upon the dispute, the decision of the expert will be final and binding on both parties. Such dispute will be informally decided without the necessity for pleadings or evidence, but in deciding the dispute, such expert must give effect and apply to the provisions of the agreement between the Printer and the Customer.

**16 No Waiver**

No leniency or extension of time granted by the Printer to the Customer will constitute a waiver or novation of any of the Printer's rights or the Customer's obligations in terms hereof.

**17 Jurisdiction**

The Customer consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act of 1944, as amended, in respect of any proceedings which may be instituted against the Customer for any amount due by the Customer. Notwithstanding the foregoing, the Printer will be entitled, in its discretion, to institute any proceedings against the Customer in any High Court which has jurisdiction.

**18 Notices**

Notices may be sent to the Customer at the physical address set out in the heading of these conditions of contract.

I/We acknowledge that I/we have read and agree to the above conditions.

DATE: ..... CUSTOMER'S NAME: .....

SIGNATORY:..... DESIGNATION: .....

(who warrants that he is duly authorised to sign)



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## Deed of Suretyship

I/We the undersigned (full names)

Identity number/s

Date of birth/s

do hereby interpose and bind myself/ourselves jointly and severally as surety/sureties and co-principal debtor/s in solidum to

CREDA COMMUNICATIONS (PTY) LTD  
(herein styled "the Creditor")

for the due payment on demand of all sums of money, and the due and punctual performance of all obligations which

(Reg. No.....)

(herein styled "The Debtor/s") may now and from time to time hereafter owe or be indebted in to the Creditor and the successors and assigns of the Creditor from whatsoever cause arising whether such indebtedness be incurred by the Debtor/s solely or jointly or in partnership with any other person or persons, company or companies.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor/s shall be binding on me/us; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Debtor/s or other person or persons, company or companies aforesaid without reference to or approval of me/us, and that in the event of liquidation, judicial management, insolvency or compromise, no such liquidation, judicial management, insolvency or compromise and no dividend/s or payment/s which the Creditor may receive from the Debtor/s or any other person or persons, company or companies, or from me/us shall prejudice the rights of the Creditor to recover from me/us to the full extent of this Suretyship any sum which after the receipt of such dividend/s or payment/s may remain owing by the Debtor/s.

In the event of any liquidation, judicial management or sequestration of the Debtor/s, I/we bind myself/ourselves not to file any claim against the Debtor/s in competition with the Creditor. Further, in the event of any composition or compromise by the Debtor/s, whether in terms of the company law or insolvency law, or under common law, I/we also undertake not to file any claim against the Debtor/s in competition with the Creditor.

I/We hereby renounce the benefit of the legal exceptions "ordinis seu excussionis et divisionis", "non causa debiti" and "revision of accounts" with the force and effect of which I/we acknowledge myself/ourselves to be fully acquainted and I/we agree and declare that this Suretyship is to be in addition and without prejudice to any other suretyship/s and security/ies now or hereafter to be held by the Creditor and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my/our death or legal disability. This Deed of Suretyship shall be and remain binding upon anyone executing the same notwithstanding the fact that it is or may be contemplated by anyone that any additional individual, partnership or company was to have executed this Deed of Suretyship and notwithstanding the failure of any such person, partnership or company to execute the same.

I/We hereby agree that notwithstanding any part payment by me/us or on my/our behalf, I/we shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor/s or against any other surety for the Debtor/s in respect thereof unless and until the indebtedness of the Debtor/s to the Creditor shall have been discharged in full.

For the purposes of any action against me/us hereunder, for provisional sentence or otherwise, a certificate by the Auditor/s or accountant/s of the Creditor as to the amount owing by the Debtor/s and to the effect that the due date for payment of such amount has arrived shall be sufficient and satisfactory proof of the facts herein stated until the contrary shall have been proved.

In terms of Section 45 of the Magistrate's Court Act of 1944 I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against me/us by the Creditor in terms thereof. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against me/us in the Magistrate's Court or any other Court having jurisdiction.

I/We choose "domicilium citandi et executandi" for all purposes herein at the address of the Debtor/s, and all notices required to be given to me/us in terms hereof shall be considered duly given if posted to me/us to the said address/es. This Suretyship by me/us shall remain of full force and effect for so long as the Debtor/s is/are indebted to or under any obligation or commitment to the Creditor and I/we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Debtor/s to the Creditor shall have been fully discharged; and then only upon the expiry of fourteen (14) days' notice in writing given by me/us to the Creditor.

Signed at .....this .....day of ..... 20.....

SIGNATURE.....

DESIGNATION.....

AS WITNESSES

1 ..... 2 .....