



## ON TRACK DISTRIBUTOR (PTY) LTD

### CREDIT APPLICATION FORM

COMPANY DETAILS			
REGISTERED NAME AND ADDRESS			
REGISTRATION NUMBER		VAT REGISTRATION NUMBER	
TRADE NAME			
CONTACT PERSON	NAME	CELL NUMBER	E MAIL ADDRESS
POSTAL ADDRESS			
PHYSICAL ADDRESS			
TELEPHONE NUMBERS			
FAX NUMBERS			
TRADE REFERENCES			
INSTITUTIONS	ACCOUNT NUMBER	CONTACT NUMBERS	E-MAIL ADDRESS
BANKERS			
BANK	BRANCH & CODE	ACCOUNT NUMBER	ACCOUNT STATUS
CREDIT REQUEST			
AMOUNT OF CREDIT REQUIRED		SECURITY STATUS FOR CREDIT REQUEST	



**GENERAL CONDITIONS OF SALE**

1. Price list issued by ON TRACK DISTRIBUTOR (PTY) LTD, are for information purposes only and do not constitute offer for sale.
2. Quotations are subject to formal confirmation in writing by ON TRACK DISTRIBUTOR (PTY) LTD, after receipt of notification that the order parameters offered by ON TRACK DISTRIBUTOR (PTY) LTD are accepted by the customer.
3. Orders are accepted at prices, transport tariffs and other formally announced ruling conditions at the confirmed expected delivery schedules, unless otherwise specifically agreed in writing. Prices are subject to Value Added Tax, which is mentioned in ON TRACK DISTRIBUTOR (PTY) LTD price list.
4. After acceptance by ON TRACK DISTRIBUTOR (PTY) LTD, orders shall not be subject to cancellation or amendment in any manner whatsoever.
5. Purchaser shall not return goods for any reason without having obtained ON TRACK DISTRIBUTOR (PTY) LTD prior written agreement. Where such agreement has been obtained, the purchaser shall facilitate the return of such goods in accordance with ON TRACK DISTRIBUTOR (PTY) LTD arrangements not later than two weeks from such agreement.
6. Dates or periods for delivery are approximate and are always mutually agreed with the customer and shall under no circumstances be part of the essential terms. A delay in delivery even if agreed in contract shall not constitute a breach of contract and shall not entitle the buyer to avoid contract or to any other remedy unless the seller has guaranteed the date of delivery in a written warranty which expressly modifies the provisions of this condition.
7. ON TRACK DISTRIBUTOR (PTY) LTD retains the right to effect delivery by any available transport at the purchaser's cost unless otherwise agreed in writing prior to placing an order.
8. Ownership of the goods shall remain with ON TRACK DISTRIBUTOR (PTY) LTD, until ON TRACK DISTRIBUTOR (PTY) LTD has been paid in full therefore.
9. The risk of loss or damage shall pass to the purchaser on delivery of the goods at the specified address by ON TRACK DISTRIBUTOR (PTY) LTD, or when control of the goods is taken should the purchaser's agent, in special case, be responsible for delivery.
10. Normal inspection and testing as outlined in various specifications are carried out. When additional inspection and/or testing is required, extra would be charged.

**PAYMENT TERMS FOR SALE**

1. ON TRACK DISTRIBUTOR (PTY) LTD's terms are cash with order. However, payment arrangements is at ON TRACK DISTRIBUTOR (PTY) LTD's discretion, in which event accounts for all goods dispatched during any month shall be due and payment reflected in ON TRACK DISTRIBUTOR (PTY) LTD's bank account on or before the last day of the following month which shall be deemed to be the due date. Where the last day /days of the month falls on a Sunday and/or public holiday, payment should be effected the previous day.
2. Purchaser shall not under any circumstances be entitled to deduct or set-off any amount from or against amounts due as indicated in ON TRACK DISTRIBUTOR (PTY) LTD monthly statement, unless ON TRACK DISTRIBUTOR (PTY) LTD has given such purchaser prior written authority to do so.
3. ON TRACK DISTRIBUTOR (PTY) LTD may cease deliveries of any other due orders until the account has been settled in full.
4. No interest will be payable to the purchaser as a result of any advance payment. Payment for advance dispatches, requested by customer, may not be deducted from the balance due at the end of that particular month.

I, the undersigned (state full name of person signing this document) ....., in my capacity as..... duly bind myself personally to the creditor as surety and principal debtor for the due and punctual payment to the creditor of all sums of money which may now be, or in future become, owing by me to the creditor from whatsoever cause arising and whether or not the credit limit requested in filed "credit application form" has been exceeded. I hereby consent to the jurisdiction of the Magistrates Court to determine any action which the creditor may wish to institute against me arising out of this deed of suretyship. I undertake to pay all legal costs incurred by the creditor between attorney and client in any action instituted against me for my failure to perform my obligations in terms mentioned above.

**SIGNATORIES**

DESIGNATION	NAME	ID NUMBER	SIGNATURE	DATE
Requestor				
Witness 1				
Witness 2				