



OMV (PTY) LTD

REG NO: 2014/011295/07

BTW NO: 4430265654

P.O. Box 823
Stilfontein, 2550

Tel: 018 484 4388
Fax: 018 484 5011

OPENING OF ACCOUNT APPLICATION

A. Name of Practice/Company/Closed Corporation: (Attach Memorandum of Association or Register of Directors and Shareholders Certificates or CK/CM Documents) _____

REGISTRATION NUMBER _____

DATE ESTABLISHED _____

BUSINESS STREET ADDRESS _____

OWNED ☐

OR LEASED ☐

NAME OF LANDLORD : _____

POSTAL ADDRESS OF LANDLORD : _____

REGISTERED ADDRESS : _____

POSTAL ADDRESS : _____

E-MAIL ADDRESS : _____

TEL: _____

FAX : _____

AUDITOR'S NAME _____

TEL : _____

FAX: _____

CELL : _____

E-MAIL : _____

CONTACT PERSON : _____

BANK : _____

TEL Nr : _____

BRANCH : _____

BRANCH CODE : _____

ACCOUNT NUMBER : _____

B. TRADE REFERENCES TO CONTACT :

1. _____

TEL NR : _____

CREDIT LIMIT : _____

2. _____

TEL NR : _____

CREDIT LIMIT : _____

3. _____

TEL NR : _____

CREDIT LIMIT : _____

List all sureties, cession of debtors, notarial bonds, factoring & judgments

List all liquidations, sequestrations against the business or its principals:

Have moratorium or offers of compromise ever been made to any creditor?

Can the latest Audited financial Statements be made available?

(Attach copy of latest financial statements)

Are the total assets or total turnover per annum of the Applicant more than one million rand?

C. Full name of Partners/Directors/Members:

1. _____
ID NR : _____
ADDRESS : _____

2. _____
ID NR : _____
ADDRESS : _____

3. _____
ID NR : _____
ADDRESS : _____

4. _____
ID NR : _____
ADDRESS : _____

D. Vat :

VAT No: _____
(attach a copy of VAT 103 Certificate)

E. **Account limit requested:

****Who will be paying you:** _____

****Awarded Project Description:**

****Payment Terms : Strictly 30days from date of statement**

Name of person responsible for account payment: _____

Position: _____

TEL NR : _____

F. Delivery notes and Orders:

Who may sign the delivery notes on be halve of the Applicant?

Full Names and Identity nr plus copy of Id

Full Names and Identity nr plus copy of Id

Full Names and Identity nr plus copy of Id

Who may place an order on be halve of the Applicant?

Full Names and Identity nr plus copy of Id

Full Names and Identity nr plus copy of Id

Full Names and Identity nr plus copy of Id

G. Declaration:

I/We the undersigned declare as follow:

- i. I/We have the authority to act on behalf of the Practice/ Company/Closed Corporation. (**Attach Resolution signed by all principals**)
- ii. I/We warrant that the information contained herein is true and correct in every respect.
- iii. I/We undertake to notify the Seller in writing immediately of any change in this information.
- iv. The Terms and Conditions of Sale overleaf have been perused and are totally acceptable to the Applicant.

SIGNED AT _____ ON THIS _____ DAY OF _____

SIGNATURE : _____

NAME & SURNAME: _____

SIGNATURE : _____

NAME & SURNAME: _____

SIGNATURE : _____

NAME & SURNAME: _____

TERMS AND CONDITIONS

- 1 The acceptance of this opening of account proposal by the Seller shall be subject to the following terms and conditions which the Purchaser agrees will form an integral part of all prior transactions and/or this transaction and/or all further transactions between the Seller and the

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Sales of Goods:

- 2,1 Notwithstanding anything elsewhere provided, ownership in and to the Goods sold by the Seller to the Purchaser shall remain vested in the Seller until such time as all amounts due in respect of a transaction, including purchase price, interest and other
- 2,2 In the event of non-payment as described hereunder, the Seller shall be entitled at its discretion to claim repossession of any goods sold by the Seller to the Purchaser and to institute action for damages suffered by the Seller forthwith prejudice to the
- 2,3 Claims for short deliveries or deliveries not in accordance with order must be made in writing immediately upon receipt of the goods by the Purchaser.
- 2,4 Only written orders shall be executed by the Seller.
- 2,5 All goods are sold at the Seller's current Prices on the date of dispatch.
- 2,6 All prices are net and discount will be allowed in the sole discretion of the Seller on merit base on prompt payment and the extent of the average monthly purchases by the Applicant.

- 2,7 The Applicant shall acknowledge receipt of all goods, which are delivered to it, in writing and warrant that the person who makes such an acknowledgement on behalf of the Applicant is duly authorized to do so. Such acknowledgement shall constitute conclusive proof of delivery.
- 2,8 The reading of the Seller's sealed meter shall constitute conclusive proof of the volume of any bulk product.
- 2,9 The contents of the Seller's weighbridge certificate shall constitute conclusive proof of the volume of any product which is delivered by the Seller to the Purchaser.

3 Payment

- 3,1 Payment of the Purchaser is to be made within 30 days from date of statement.
- 3,2 The Seller reserves the right to charge interest on overdue accounts on a monthly basis from due date to date of payment.
- 3,3 The Seller reserves the right to stop any further delivery because of overdue accounts.
- 3,4 All arrear amounts shall bear interest at a rate equivalent to the prime overdraft rate which is levied by Standard Bank from time to time plus 3% per annum from the date of arrears to date of payment, which interest will be compounded on the last day of each month.

4 Return of Goods

- 4,1 Goods which are sold and delivered by the Seller to the Purchaser shall not be returned to the Seller under any circumstances whatsoever and the Purchaser shall be liable for payment of the purchase price therefore to the Seller.
- 4,2 All risk in and to the goods shall pass to the Purchaser upon delivery thereof to it.

5 Jurisdiction

- 5,1 The Purchaser hereby consents to the jurisdiction of the Magistrate's Court for any action instituted by the Seller in respect of any matter arising from these terms and conditions or any action pursuant to these premises. This clause shall be entirely without prejudice to the rights of the Seller to institute action in any forum of competent jurisdiction.
- 5,2 The Purchaser hereby expressly waives its rights to demand that the Seller should furnish security for costs in any action, which it may institute against the Applicant in terms of the Magistrates' Court Rule 62 and Uniform Rule 47 of the High Court of South-Africa.

6 Liability

- 6,1 Apart from the terms of any written guarantee in respect of specific goods sold by the Seller, the Seller will at its discretion consider replacement or reimbursement in respect of any goods supplied which are proved not to conform to accepted
- 6,2 The Seller at no stage guarantees the suitability of products for a particular application by the Purchaser.
- 6,3 The Seller shall not be liable in respect of any direct or indirect damages or losses which may arise from late or non-delivery of goods irrespective of the cause of such delay or failure.
- 6,4 The Seller shall not under any circumstances be liable for any loss or damage, whether special or general, direct or consequential, arising out of the sale of goods by the Seller to the Customer, or from any other cause whatsoever. The

7 Seller's Rights

The Seller shall at any time and in its sole discretion be entitled to:

- 7,1 Cease manufacturing and supplying any of the products;
- 7,2 Investigate financial position of the Purchaser;
- 7,3 Increase or Decrease the credit limit which applies in respect of the Purchaser;
- 7,4 Require the Purchaser to provide security which is acceptable to the Seller for the compliance of the Purchaser with its obligations to the Seller;
- 7,5 Discontinue supplying goods to the Purchaser in the event of the latter failing to meet its obligations to the Seller timeously;
- 7,6 Resile from the arrangement with the Purchaser at any time for any reason whatsoever;
- 7,7 If the account of the Purchaser is mismanaged in any way, the Seller has the right to close the account with immediate effect;
- 7,8 A certificate signed by a duly appointed official of the Seller shall constitute prima facie proof of the extent of the Purchaser's liability to the Seller and the fact that same is due and payable and such certificate shall constitute a liquid document together
- 7,9 This document contains the entire agreement between the parties and no party shall be bound by any express or tacit condition, representation, warranty, indemnity or promise or by any prior agreement which is not recorded herein.

8 Entire Application and Agreement

The Purchaser acknowledges:

- 8,1 that no relaxation or indulgence granted by the Seller to the Purchaser shall in any way prejudice the Seller's rights hereunder nor shall they be a waiver or novation of such rights; and
 - 8,2 except for the additional conditions contained in the application form this is the whole agreement between the parties hereto, and no variation of this agreement, including this clause shall be of any force or effect unless recorded in writing and signed by both
 - 8,3 The Purchaser shall be liable for payment of the Legal expenses incurred by the Seller in any legal action, which the Seller may institute against the Purchaser on the basis as between attorney and own client including collection commission.
 - 8,4 The Purchaser appoints the address contained in the enclosed Applicant for OPENING OF ACCOUNT as its domicillia citande et executandi for all-purpose in terms of this document and for the service of process.
- 9 **The terms and conditions are subject to change at any time at the sole discretion of the Seller. If such a change should occur the Seller shall notify the holder of the agreement of any changes made. If the terms and conditions of the agreement should change. The seller will provide a new copy of the terms and conditions to be signed by the holder of the original agreement. This document Addendum A will be signed by the holder of the original agreement and the Seller and shall then serve as the terms and conditions of the original agreement.**

10 This agreement is binding upon the Purchaser, his assigns or successors-in-title.

SIGNED AT _____ ON THIS _____ DAY OF _____

SIGNATURE : _____

NAME & SURNAME: _____

Date : _____

SIGNATURE : _____

NAME & SURNAME: _____

Date : _____

SIGNATURE : _____

NAME & SURNAME: _____

Date : _____

WITNESSES:-

1. _____ NAME & SURNAME : _____

2. _____ NAME & SURNAME : _____

3. _____ NAME & SURNAME : _____