



CREDIT APPLICATION

ATAI MARKETING PTY LTD | 42 Galaxy Ave, Linbro Business Park, Johannesburg, South Africa, 2090. | PO BOX 598, Kelvin, 2054.
Reg. No.: 2021/711855/07 | **VAT Reg. No.:** 4180308597 | **Email:** info@adriatictrade.net | **Web:** www.adriatictrade.net | **Tel:** +27 10 109 6260

COD ACCOUNT: COMPLETE SECTIONS A, B, C AND F.

SUPPORTING DOCUMENTS TO BE ATTACHED:

SIGNATORY'S ID/PASSPORT ☐ PROOF OF ADDRESS ☐

SOLE PROPRIETOR, PARTNERSHIP, REGISTERED COMPANY OR CC: COMPLETE SECTIONS A, B, C, D, E, F, H AND I.

SUPPORTING DOCUMENTS TO BE ATTACHED:

SIGNATORY'S ID/PASSPORT ☐ PROOF OF ADDRESS ☐ COMPANY REGISTRATION DOCUMENTS ☐ VAT REGISTRATION DOCUMENT ☐
 CANCELLED CHEQUE OR BANK CONFIRMATION LETTER ☐ EACH DIRECTOR'S ID AND PROOF OF ADDRESS ☐

A - COMPANY DETAILS

Registered Company Name:

Trading As: Sales Rep:

Company Registration Number: VAT Number:

Type Of Business: Public Company ☐ (PTY) Ltd ☐ CC ☐ Professional Partnership / Inc ☐ Other ☐

Nature Of Business: Period Trading For:

B - ADDRESS & CONTACT DETAILS

Physical Address: Postal Address:

City/Town: City/Town:

Province: Province:

Code: Code:

Delivery Address (If Different To Above):

Tel: Cell: Fax:

Contact Person: Email Address:

Credit Limit Required: Credit Terms:

C - CONTACT DETAILS FOR ORDERS

Contact Person: Email Address:

Direct Tel: Cell: Fax:

D - ACCOUNTS DEPARTMENT / PERSON RESPONSIBLE FOR PAYING THIS ACCOUNT

Contact Person: Email Address:

Tel: Cell: Fax:

Would you like to receive electronic statements: YES ☐ NO ☐

E - DETAILS OF DIRECTORS / PROPRIETORS / PARTNERS

1 Full Name: ID Number: Tel: Designation: Physical Address: City/Town: Province: Code: Period At Current Address:	2 Full Name: ID Number: Tel: Designation: Physical Address: City/Town: Province: Code: Period At Current Address:
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INITIAL: _____

F - SIGNATORY

Title:		Initials:		Employer's Name:	
First Names:				Monthly Income:	
Surname:				Designation:	
Date of Birth:				Relationship:	
ID Type:	RSA ID ☐ Passport ☐			Tel (Land Line):	
ID Number:				Residential Address:	
Gender:	Male ☐ Female ☐			City/Town:	
				Province:	Code:

I, the undersigned, hereby accept and understand the Standard Conditions of Agreement. I further acknowledge that any amount due for goods or services will be due unconditionally within the approved credit period from the date of an invoice being issued by the company. I hereby declare that no cheque will be issued in payment unless there are sufficient funds available and that such will remain available in order that all cheque payments will be honored and that under no circumstances will any cheque be stopped. I, hereby certify that all above information is correct.

Print Name (Who warrants to be duly authorized)	Signature
Designation	Date

G - OFFICE USE ONLY

	Debtors ID:
For and on behalf of Adriatic Print Name	
	Designation:
Signature	

H - TRADE REFERENCES

Company:		Tel:	
Account Number:		Estimated Monthly Purchase:	
Contact Person:		Credit Limit:	
Company:		Tel:	
Account Number:		Estimated Monthly Purchase:	
Contact Person:		Credit Limit:	
Company:		Tel:	
Account Number:		Estimated Monthly Purchase:	
Contact Person:		Credit Limit:	

STANDARD CONDITIONS OF AGREEMENT

1. The Customer agrees that (a) this contract represents the entire agreement between the Customer and Adriatic Trade And Invest (hereinafter called the 'Organisation') and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of the Organisation; (b) that this agreement will govern all future contractual sales relationships between the parties; (c) is applicable to all existing debts between the parties and (d) this contract is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) the terms supersede all previous conditions without prejudice to any securities or guarantees held by the Organisation and (g) these terms apply to all servants, agents and subcontractors of the Organisation.

2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding and acknowledges that the content effects the true meaning of both parties and that this agreement has been entered into for the benefit of the Customer.

3. The Customer warrants that the signatory on the reverse side has been duly authorised to contract on the Customer's behalf.

4. The signatory hereby binds himself/herself in his/her personal capacity as co-debtor in solidum for the full amount due to the Organisation and agrees that these Standard Conditions will apply mutatis mutandis to him/her.

5.1. The Customer acknowledges that no representations were made by the Organisation in regard to the goods or services or any of its qualities leading up to this contract. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by the Organisation in respect of the goods orally or in writing will not form part of the contract in any way unless agreed to in writing.

5.2. The Customer agrees that neither the Organisation nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.3. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.

6.1. All quotes will remain valid for a period of 30 days from the date of the quote. The validity of any price quoted is subject to availability and to any increases in the cost price of the Organisation before dispatch of goods.

6.2. The Customer hereby confirms that the goods on the Tax Invoice issued duly represents the goods and services ordered by the Customer at the prices. Where

INITIAL: _____

performance/delivery has already taken place that the goods were inspected and conform to the quality and quantity ordered.

6.3. Any delivery note (copy of original) signed by the Customer and held by the Organisation shall be conclusive proof that delivery was made to the Customer.

6.4. All orders or variations to orders, whether oral or in writing, will be binding and subject to these standard conditions of agreement and may not be cancelled.

6.5. The Organisation shall be entitled in its sole discretion to split the delivery of the goods ordered in the quantities and on the dates it decides.

6.6. The Organisation shall be entitled to invoice such delivery actually made separately.

6.7. The risk of damage or destruction or theft of goods passes to the Customer on conclusion of the agreement of sale and the Customer undertakes to insure the goods fully until paid for.

6.8. If the Organisation agrees to engage a third party to transport the goods, the Organisation is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by the Organisation.

6.9. The Customer agrees to indemnify the Organisation against any claims that may arise from such agreement against the Organisation.

6.10. Delivery times given are merely estimates and are not binding on the Organisation.

7.1. In the event of new goods that are defective, the rights of the Customer are limited to the Manufacturer's guarantee of the goods supplied.

7.2. Liability under Clause 7.1 is reserved to the cost of repair or replacement of faulty goods or granting of a credit at the sole discretion of the Organisation.

7.3. It is the duty of the Customer to return any defective goods to the premises of the Organisation at the Customer's own cost.

7.4. To be valid, guarantee claims must be supported by the original Tax Invoice.

7.5. Any item delivered to the Organisation will form the object of a pledge in favour of the Organisation for present and past debts and the Organisation will be entitled to retain such pledge at the value as determined in 15.1.

8.1. Under no circumstances will the Organisation be liable for any consequential damages or for any direct or indirect liability of any nature whatsoever.

8.2. Under no circumstances will the Organisation be liable for any damage arising from any misuse or abuse of the goods.

9. No claim under this contract will arise unless the Customer has, within 7 days of the alleged breach or defect occurring given the Organisation 30 days written notice by prepaid registered post to rectify any defect or breach on contract.

10. The Customer agrees to pay the amount on the Tax Invoice at the place of the Organisation (a) cash on order or (b) if the Customer is a Credit Approved Customer, within the granted credit period as specified on the Credit Application after a Tax Invoice is issued by the Organisation.

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

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

12.1. The Customer agrees that the amount due and payable to the Organisation may be determined and proven by a certificate issued and signed by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

12.2. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.

13.1. The Customer agrees that interest shall be payable on any monies due to the Organisation at the maximum legal interest rate prescribed in terms of the Prescribed Rate of Interest Act 55 of 1975, or its legislative successors from time to time or at the maximum rate permissible in terms of the National Credit Act (if applicable), from the date they fall due. In the case of late payment interest shall be calculated from the date of order.

13.2. The Customer expressly waives all rights in claim prescription under the relevant provisions of the prescription Act 88 of 1989 as amended.

14. The Customer agrees that ownership of the goods shall vest with the Organization until the goods have been paid in full and further that if an account is not settled in full (a) against order or (b) within the period agreed to in clause 10 above in the case of a Credit Approved Customer; the Organisation is (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the agreement and take possession of any goods delivered to the Customer and claim damages.

15.1. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value.

15.2. The Customer indemnifies the Organisation completely against any damage whatsoever relating to the removal of repossessed goods.

16.1. All goods supplied by the Organisation remain the property of the Organisation until such goods have been fully paid for. The Customer is not entitled to sell or dispose of

any goods unpaid for without the prior written consent of the Organisation.

16.2. If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusion or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to the Organisation.

17.1. The Customer agrees that the Organisation will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court or in terms of Rule 47 of the Uniform rules of the High Court.

17.2. The Customer shall pay one thousand five hundred rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.

17.3. The Customer agrees that the Organisation will not be required to furnish security in terms of Rule 82 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Supreme Court Law 59 of 1959.

18. The Customer agrees that no indulgence whatsoever by the Organisation will affect the terms of this agreement or any of the rights of the Organisation and such indulgence shall not constitute a waiver by the Organisation in respect of any of its rights hereunder. Under no circumstances will the Organisation be stopped from exercising any of its rights in terms of this contract.

19. The Organisation shall have the right to institute any action in either the Magistrate's Court or the Supreme Court at its sole discretion.

20.1. Any document will be deemed duly presented to the Customer within (i) 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer, or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax members; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer.

20.2. The Customer chooses Domi cilium citandi et executandi the business address or the physical addresses of any director (in the case of a company) member (in the case of close corporations) or the owner(s) or partner(s), as well as email addresses provided herein.

20.3. The Customer undertakes to inform the Organisation in writing within 7 days of any change of Director, Member, Shareholder or Owner or address or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.

21. The Customer agrees to the standard rates of the Organisation for any goods or services rendered, which rates may be obtained on request.

22. The invalidity of any part of this contract will not affect the validity of any other part.

23. Any order is subject to cancellation by the Organisation due to force majeure from any cause beyond the control of the Organisation including (without restricting this clause to these instances). Inability to secure labour, power materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

24. This contract becomes final and binding on receipt of the acceptance by the Organisation at its business address in Linbro Park.

25. To the extent that the National Credit Act 34 of 2005 may apply, the Customer:

25.1. warrants that it has due legal capacity to conclude this contract and is not subject to any administration order or other impediments to its capacity to contract; and

25.2. acknowledges that the Organisation has the right to submit consumer credit information concerning the Customer to registered credit bureaus and other credit providers.

26. The customer/members/directors consent to receiving any correspondence or legal processes delivered by the supplier or its agents via email or hand delivery, the choice which is at the sole discretion of the supplier or its agents.

PROTECTION OF PERSONAL INFORMATION ACT (POPI)

By submitting any personal information to Adriatic Trade And Invest (Pty) Ltd, the client unconditionally and voluntarily, consents to the processing of the submitted personal information for any and all purposes related to the signed contract/agreement, this includes the following:

1. Collect, store and process information about you and any Third Party responsible for payment of any or all amounts owing to Adriatic Trade And Invest (Pty) Ltd.

2. Collect, store and process personal information relating to yourself and your company, and to such information being made available to Adriatic Trade And Invest (Pty) Ltd staff or responsible persons engaged or authorized by Adriatic Trade And Invest (Pty) Ltd for the purpose of managing relationships between Adriatic Trade And Invest (Pty) Ltd and the client.

3. Sharing the personal information supplied (including but not limited to its group companies) for the purposes of this agreement and/or any other legitimate interests of the parties.

4. Personal information as shared with Adriatic Trade And Invest (Pty) Ltd may be transferred to a third party in order for the Company to fulfil its obligations under this agreement.

We will take care to ensure that all information that is supplied relating to you or your company is accurate, however, Adriatic Trade And Invest (Pty) Ltd cannot be liable for any loss you or your Company is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; The client agrees to update, from time to time, any personal information supplied, which may have or has changed.

INITIAL: _____

I - DEED OF SURETYSHIP

I,

of, (address/domicilium)

Do hereby bind myself as surety for and co-principal debtor with -

Registration Number (Hereinafter called "The Principal Debtor")

for the due and punctual payment to -

ATAI MARKETING

42 Galaxy Avenue, Linbro Business Park, Johannesburg.
Reg. No.: 2021/711855/07 VAT No.: 4180308597
(hereinafter called "the Creditor")

Of all monies as are now or may hereafter be owing by the Principal Debtor to the creditor for goods sold and delivered or from any cause howsoever arising.

I agree and declare:

That all admissions or acknowledgements of indebtedness by the Principal Debtor shall be binding on me; that entries in the books of the Principal Debtor shall constitute admissions and acknowledgements of its indebtedness to the Creditor that the Creditor shall always be entitled, without affecting its rights hereunder to release securities (including but not limited to other suretyships) and to give time to or compound or make any other arrangements with the Principal Debtor and that in the event of the liquidation of the Principal Debtor or the placing thereof under business rescue or should it compromise with its creditors, no dividends or payments which the Creditor may receive from the Principal Debtor or others as a result thereof, shall prejudice the Creditor's right to recover from me, to the full extent of this suretyship, any sum which, after the receipt of such dividends or payments, may remain owing to the Creditor by the Principal Debtor.

I shall remain liable in solidum for the full amount of my indebtedness under this deed of suretyship notwithstanding the release by the Creditor of any one or more sureties, whether or not under this deed of suretyship, or other security, and whether such release is effected with or without my knowledge or consent.

As security for my obligations, in addition to any other assets that I might pledge, cede or mortgage in favour of the Creditor, under this suretyship I hereby cede to the Creditor all my present and future rights against the Principal Debtor, including but not limited to my reversionary interest in any right previously ceded in securitatem debiti and my rights of recourse as surety for the Principal Debtor, whether under this suretyship or otherwise including every right of recourse against the Principal Debtor for any amount paid by me as surety for the Principal Debtor, and every right of recourse which I may have against any other surety for any amount paid by me as surety for the Principal Debtor in excess of my rights of recourse against the Principal Debtor arising out of this suretyship may for any reason be ineffective,

I undertake that I shall not prove any claim against the Principal Debtor in liquidation, until all amounts (including interest and all legal expenses) due to the Creditor by the Principal Debtor shall have been paid in full.

I hereby renounce the benefit of the legal exceptions of execution and division, the force and meaning whereof I acknowledge myself to be fully acquainted with.

I waive and abandon any right I might otherwise have had to reply on prescription of any obligation of the Principal Debtor or of myself to the Creditor, and I undertake not to raise prescription as a defence to any claim brought against me by the Creditor pursuant to this deed I shall be bound by this deed whether or not any other intended surety becomes such.

This suretyship shall be a continuing and standing one, incapable of termination (even with respect to obligations of the Principal Debtor which may not yet have arisen at any time at which I may desire to terminate the same) without the prior written consent of the Creditor, and shall be in addition and without prejudice to any other securities now or hereafter to be held by the Creditor from or on behalf of the Principal Debtor.

Without limiting the generality of the foregoing, this suretyship shall remain in force as a continuing security, notwithstanding any intermediate settlement of account, and notwithstanding my death or legal disability, and shall be binding on my estate and my executor and administrator.

At the option of the Creditor any claim arising hereunder may be recovered in any inferior court having jurisdiction in respect of my person notwithstanding the amount of the claim, and I hereby consent to the Jurisdiction of any such inferior court. I hereby choose domicilium citandi et executandi for all purposes hereunder at my address set out above, and undertake to keep the Creditor indemnified against all costs actually incurred in connection with the enforcement of this suretyship, whether or not taxed or based on any prescribed tariff.

Independently of the foregoing suretyship I hereby undertake to keep the Creditor indemnified and held harmless against every loss or damage which it may sustain in consequence of any past, present or future dealing or other transaction it (alone or with others) may have with the Principal Debtor (alone or with others), whether or not such loss or damage may be recoverable under the foregoing suretyship.

Signed at _____ on this the _____ day of _____ 20 _____

SIGNATURE

CONSENT BY SPOUSE (if required)

1. _____
WITNESS NAME

SIGNATURE

2. _____
WITNESS NAME

SIGNATURE

FOR AND ON BEHALF OF ADRIATIC:

PRINT NAME

SIGNATURE