



## **CUSTOMER/CREDIT APPLICATION FORM**

The questionnaire must be completed in full and signed by an authorised person on behalf of the Prospective Customer.

The credit application must be accompanied by the following documents:

- Company Certificate + Company Letterhead
- SARS tax clearance certificate
- Financial Statements (or Complete Management Accounts – 12 Months)
- Director ID

### **1. COMPANY DETAILS**

Registered Name of Business	
Trading Name of Business	
Previous Name(s) of Business	
Business Registration No	
VAT Registration No. (if applicable)	
Legal Entity Type	

Expected Monthly Purchase	
Requested Credit Limit	



## 2. CONTACT DETAILS

Website	
Telephone Number	
Email	
Postal Address & Post Code	Physical Delivery Address & Street Code

Key Contacts	Sales Department	Finance Department
Name & Surname		
Designation		
Telephone Number		
Cellular Number		
Email Address		



### 3. TRADE REFERENCES

Please supply 2 enterprises to whom product is supplied or services rendered.

	Reference 1	Reference 2
Company Name		
Contact Person Details		
Name and Surname		
Telephone Number		
Email Address		
Duration of Association		

### 4. DIRECTOR / MEMBER DETAILS

Name	ID Number	Address	Telephone Number



**5. DECLARATION**

I, the undersigned \_\_\_\_\_  
(Print name)

with identity number \_\_\_\_\_

in my capacity as \_\_\_\_\_  
(Print designation)

an authorised representative of the Prospective Customer hereby make application to register as Customer subject to the following:

- 5.1. I hereby warrant that I am duly authorised by the company to make this application on its behalf and that the above information furnished is true and correct.
- 5.2. I further undertake to inform Energy LED immediately and in writing of any changes with regard to the shareholders / partners / members or proprietor of this business as well as any vested interest which may occur at any stage after signing this document.
- 5.3. The Prospective Customer hereby agrees, and subject always to the provisions as set out under the National Credit Act, that Energy LED may enquire from known creditors as to the status of the Prospective Customers accounts.
- 5.4 The Prospective Customer hereby agrees to settle the account, as per terms of sale and terms of credit granted. Invoices unpaid at the expiration of the granted credit terms, will begin to accrue late payment interest charges, at the prevailing Prime Rate + 4%
- 5.5. The Prospective Customer agrees that Energy LED may use information obtained from one or more credit bureaus to assess future applications to be registered as a Customer to Energy LED. Energy LED undertakes to protect the confidentiality of all information received hereunder and pertaining to the Prospective Customer, and in particular, undertakes not to use such information for any purpose other than that permitted or required in terms of the National Credit Act or other national legislation or applicable provincial legislation and Energy LED undertakes to report or release that information only to the Prospective Customer, or to another person to the extent permitted or required in terms of the national Credit Act or other national legislation or applicable provincial legislation or as directed by the instructions of the Prospective Customer or an order of a court or the National Consumer Tribunal.



## GUARANTEE

It is recommended that the Guarantor's obtain independent legal advice to ensure that they understand their commitment in terms hereof and the potential consequence of their decision to bind themselves as Guarantor's and co-principle debtor/s

1. I/We the Guarantor's listed below, do hereby bind myself/ourselves jointly and severally as co-principal debtor/s and for the primary continuing obligation for the proper and punctual payment by the entity listed in the Customer Application form (the "Customer") to Energy LED (Pty) Ltd, ("Energy LED") or its cessionary/ies of all amounts whatsoever due and owing arising out of or incidental to the Supply Agreement and the annexures thereto and all and any other indebtedness to Energy LED, whether actual or contingent, present or future and howsoever arising (the "Guaranteed Obligations");
2. I/ We agree as a separate, additional, primary and continuing obligation to indemnify Energy LED or its cessionary/ies, from time to time on demand, from and against all and any loss or damage incurred by Energy LED or its cessionary/ies as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to Energy LED or its cessionary/ies. The amount of such loss shall be the amount which Energy LED or its cessionary/ies would otherwise have been entitled to recover from the Supplier in terms of the Guaranteed Obligations.
3. I/We undertake to pay the amounts referred in clause 1 and 2 above plus accrued unpaid interest (including any default interest) in terms of this agreement and any other amounts owing to Energy LED or its cessionary/ies in terms of the Guaranteed Obligations at a rate of 6 (six) percent per year above the prevailing publicly quoted base rate of interest per annum at which anyone of Energy LED's bankers will lend on overdraft ("prime").
4. I/ We acknowledge having received a copy of the General Sales Agreement and the annexures thereto and confirm I/ we are aware of the terms thereof.
5. I/ We shall promptly provide Energy LED or its cessionary/ies with such information which is in my/ our possession concerning me/us as Energy LED or its cessionary/ies may from time to time reasonably require.
6. I/ We shall ensure that my/our liabilities under this Guarantee will rank at least equal in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities.
7. I/ We renounce the benefits of excussion, division and cession of action, the nature and extent of which I/ we acknowledge myself/ourselves to be aware.
8. No extension of time or indulgence that may be granted to Supplier in the Supply Agreement and the annexure/s at any time, nor any release of any other security or guarantee shall in any way affect my/our liability hereunder.
9. I/ We consent to the jurisdiction of the Magistrate's Court provided Energy LED shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction.
10. I/ We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale.
11. I/ We choose as my/ our domicile for all purposes arising out of this guarantee, the address/es as set out below.
12. I/ We indemnify and hold Energy LED and its cessionary/ies in the event of a cession harmless against any claim arising out of or incidental to the Supply agreement and the annexure/s, to its breach or its termination for any reason whatsoever.
13. I/ We warrant and represent that I/ we have received and will continue to receive adequate value for the granting of this guarantee.
14. I/ We agree that where it is contemplated that one or more persons will sign as guarantor, I, or any of us who may have signed as Guarantor shall be bound jointly and severally, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms of this guarantee.
15. I/ We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this guarantee shall be of any force or effect unless it is in writing and signed by Energy LED or its cessionary/ies, in the event of a cession in terms of the General Sale Terms Agreement and the annexure/s;
16. The Guarantor/s confirm and warrant that to the extent to which the provision of section 15 of the Matrimonial Act of 1984 may apply to him/her/them, he/she/they has/have obtained the consent of his/her/their spouse's to the granting of this Guarantee.

Thus, done and signed at \_\_\_\_\_ on \_\_\_\_\_

### Guarantor Details

Guarantor Name	ID Number	Address	Signature

Thus Witnessed by (Name) \_\_\_\_\_ and signed \_\_\_\_\_.