



A Solenis Company

APPLICATION FOR CREDIT

INCORPORATING THE CREDITOR'S STANDARD
TERMS AND CONDITIONS OF SALE AND INCLUDING
SIGNATORY'S SURETYSHIP

I/We _____
(hereinafter referred to as "the Applicant") hereby make application for credit facilities for the opening of an account with Diversey South Africa (Pty) Ltd. Hereinafter referred to as "the Creditor") in support of the application, the following information is furnished.

A. Registered Name of Applicant:

_____ Trading Name:
_____ VAT No: _____
Delivery Street
Address: _____

(This address is hereby selected by the applicant as its chosen domicillium citandi et executandi) Postal

Address: _____ Code: _____
_____ Registered
Address: _____
Business Phone No. : _____ Fax No.: _____
_____ Type of Business:

_____ Date
Established: _____ How long in this business:

If previously in business, state under what name and for how long:

Kind of Business PRIVATE COMPANY PUBLIC COMPANY SOLE PROPRIETORSHIP
(Circle appropriate entity) CLOSE CORPORATION PARTNERSHIP TRUST

Company/Close Corporation/Trust Registration No:

Full names, addresses, ID numbers and phone numbers of Director/s, Shareholders, Member/s, Partner/s, Sole Proprietor, Trustee/s

NAME	RESIDENTIAL ADDRESS	ID No.



IF A SOLE PROPRIETOR/PARTNERSHIP

MARITAL STATUS	SPOUSE'S NAME	MARITAL AGREEMENT (e.g. In Community of Property)

C. Auditors' Name, Address and Phone

No.: _____ Bankers: _____
 _____ Branch: _____
 _____ Account No.: _____
 _____ (copy of cancelled cheque)
 Date Account opened: _____ Monthly Turnover: _____
 _____ (If less than 3 years, previous
 Bankers): _____ Name of Person/s
 handling account queries, etc.: _____ Email: _____

D. PREMISES (Tick appropriate box)

LEASED OWNED

If leased, Landlord's Name and

Address: _____

Details of Fixed Property owned by sole owner, members/s, director/s partner/s or partnership, close corporation, company or trust:

Name in which Property is registered	Address	Stand No. and Township	Estimated Value	Bond Holder	Outstanding Bond Amount

E. Consent to access credit information: YES NO

F. Monthly Spend: _____ Limit (2x Monthly Spend): _____
 _____ Terms required – specify (max 30 days)

Supply trade references (Minimum three (3) accounts)

NAME	ADDRESS	TELEPHONE NO.	ACCOUNT NO.



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I/We certify that the information supplied is true and correct and undertake to notify the supplier immediately in writing of any change in ownership or details Contained herein and accept herewith liability for all debts incurred by the Applicant. I/We agree

1. All goods are supplied subject to the terms and conditions set out hereunder and on the reverse side of every invoice
2. I/We the undersigned am/are duly authorized to represent the Applicant and to bind it to this contract.
3. To be bound to the terms and conditions contained herein on approval of this application by Diversey South Africa (Pty) Ltd.

DEED OF SURETYSHIP

4. **I/We by my/our signature hereto (which appears on page6) do, in addition to the above and terms and conditions hereunder, hereby bind myself/ourselves in my/our private and individual capacity as surety for and co-principal debtor in solidum with the Applicant in favor of the Creditor for the due performance of any obligation of the Applicant and for the payment to the Creditor by the Applicant of any amounts which may now or at any time be or become owing to the Creditor by the Applicant from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims for damages and actions against the Applicant acquired by way of cession. This surety ship shall be a continuing covering guarantee/surety which may only be cancelled in writing by the Creditor and then only, in the event that all sums then due and owing by the Applicant (whether due or not) to the Creditor have been paid in full. I/We hereby renounce the benefits of the legal exceptions “Ordinis Seu Excussionis Et Divisionis” and “cession of Action” with the force, meaning and effect of which I/We declare myself/ourselves to be fully acquainted. I/We furthermore bind myself/ourselves irrevocably to all of the terms and conditions set out in this application and in particular clauses 8,21.2,21.4 and 22 hereof.**
5. In the event of Diversey South Africa (Pty) Ltd having to institute action against me/us in terms of clause hereinabove, I/We undertake to pay the costs thereof on the scale as between attorney and client, in terms of clause 1 herein above.
6. I/We warrant that the directors/partners/members/sole proprietor/trustees have never been insolvent or associated with any business failure.
7. I/We acknowledge having read and understood the terms and conditions of contract as set out hereunder, accept and agree that same will be binding to all transactions concluded between the supplier and the Applicant
8. **I/We choose domicilium citandi et executandi for all purposes at (street address) the address as specified in Paragraph A and/or B**
9. Any purported deletion, alteration or amendment of the provisions and/or terms and conditions of this credit application form by myself/ourselves and/or the Applicant shall be of no force and effect and such provisions and/ or term and conditions purportedly deleted, altered or amended shall remain in full force and effect, unless such deletion, alteration or amendment is agreed to in writing by a duly authorized manager or director of Diversey South Africa (Pty) Ltd
10. Diversey South Africa (Pty) Ltd. Reserves the right to demand that the Surety register a mortgage or notarial bond as a form of continuing security for the debts of the Customer.

TERMS AND CONDITIONS

11. DEFINITIONS

- 11.1. “the Act” means the National Credit Act 34 of 2005;
- 11.2. “the Application Form” means the Application for Credit incorporating the Company’s Standard terms and Conditions of Sale and including signatory’s surety ship; in terms of which the Customer makes application for credit facilities for the opening of an account with the Company;
- 11.3. “the Agreement” means the agreement between the Company and the Customer regarding the sale and purchase of the goods from time to time subject to these terms and conditions. The agreement is made up of the Application Form, these terms and conditions, the Company’s confirmation of credit letter, any other written agreements and orders accepted by the Company from time to time.



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- 11.4. "Collection Charge" means an amount that the Company may charge in respect of the enforcement of the monetary obligation the Customer has under this Agreement and includes legal costs and costs incurred as a result of referring the matter to an external debt collector;
- 11.5. "the Company" means Diversey South Africa (Pty) Ltd;
- 11.6. "the Customer" means the person to whom the Company extends credit;
- 11.7. "Default Administration Charge" means a charge payable to cover administration costs incurred as a result of the Customer defaulting on an obligation in this Agreement; and
- 11.8. "the goods" means the goods indicated on any Company forms, price lists, quotations, delivery notes, orders and invoices.

12. PRICE

- 12.1. Solenis invoice(s) will reflect the price at the time of shipment (which may reflect an increase of prices up to 100% of the price indicated on the Orders confirmation) and Buyer agrees to pay such amounts.

13. ADMINISTRATION COSTS

Subject to the provisions of the Act, if the Act applies to this Agreement, the Customer will be liable for the Default Administration and Collection Charges arising from his failure to comply with any of the terms and conditions of this Agreement. The amount of such Default Administration Charges and Collections Charges is the amount of the costs actually incurred by the Company in enforcing this Agreement subject to the maximum permitted by law.

14. PAYMENT

- 14.1 Payment is to be made, without set off or deduction, according to the payment terms contained in the Company's confirmation of credit letter, which the Customer shall have received on approval of any credit facility by the Company.
- 14.2 Should the Customer fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever, the Company shall be entitled, in addition to any other remedies it may have, to withdraw or reverse any agreed discount or rebate and claim immediate payment of all amounts owing, or alternatively, at the Company's sole discretion, to set off the amount of such discount or rebate against any rebate of other credits or allowances or payments due to the Customer and/or to suspend deliveries of any goods.
- 14.3 The Customer shall not claim the right to any rebates and/or discounts on any basis of whatsoever nature unless a manager or director of the Company shall have agreed to such rebates and/or discounts in writing, and further provided always that such amount shall not be allowed on any goods dispatched if payment for any goods whatsoever invoiced prior thereto is overdue.
- 14.4 In all cases where the Customer uses a postal, banking, electronic, or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.
- 14.5 The Company may appropriate all payments made by the Customer to such amounts as it may in its sole and absolute discretion decide.
- 14.6 Should any amount not be paid by the Customer on due date then the whole amount in respect of all purchases by the Customer shall become due, owing and payable, irrespective of the dates when the goods were purchased. The Customer shall be liable to pay interest in respect of amounts unpaid as at the due date at the rate of:
- 14.6.1 2% per month on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, if the Act applies to this Agreement; or
- 14.6.2 2% above the prime overdraft lending rate of Nedbank on all overdue amounts from due date until date of payment, calculated and payable monthly in advance, if the act does not apply to this Agreement.
- 14.7 Should the said interest not be paid in full as aforesaid, the same shall be added to the principal sum and the total shall form the principal debt which shall then bear interest in the manner as set out above.

15. STATEMENTS

- 15.1 The Company will, on a monthly basis or at a different frequency rate, depending on the Customer's instruction or request to the Company, send a statement of account to the Customer via ordinary mail or e-mail
- 15.2 The Customer's statements of account will be delivered to his /their chosen domicilium citandi et executandi as stated in the Application, unless the Customer advises the Company of a different address to send his/their account statements to.
- 15.3 If the Customer has a query in connection with his/their statement of account, he or she must deliver a written notice to the Company so that the Company can assist with the expeditious resolution of the matter. The Customer may deliver this written notice by way of registered post to the Company's domicilium address or by facsimile to the Company's offices.



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16. THE COMPANY'S RIGHT TO TERMINATE THE AGREEMENT

If the Customer does not comply with any of the terms and or conditions of the Agreement (all of which the Customer agrees are material), or if the Customer fails to pay any amounts due under this Agreement, or the Customer has made misleading statements to the Company before signing the Agreement, or the Customer allows any judgement that has been taken against the Customer to remain unpaid for more than seven days, or is sequestered or liquidated, or performs an act of insolvency or enters into a compromise with any of the Customer's creditors, then the Company may (without affecting any of Its other rights), proceed with enforcement or termination of the Agreement.

17. WITHDRAWAL OF CREDIT FACILITIES

The Company reserves the right to withdraw any credit facilities at any time by giving 10 business days' notice. The nature and extent of the credit facilities shall at all times be in the Company's sole discretion and the Company reserves the right to increase or decrease the extent of the said facilities at its sole discretion. The credit limit shall not be deemed to be the limit of a customer's indebtedness to the Company.

18. ORDERS

- 18.1. Orders by the Customer for the Company's goods shall be made in writing to such address as may be nominated by the Company from time to time.
- 18.2. Oral orders shall similarly be capable of acceptance by the Company but the Company will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing.
- 18.3. Orders shall constitute irrevocable offers to purchase the goods in question and shall be capable of acceptance by the Company by the delivery of the goods or by the written acceptance or confirmation of the order.
- 18.4. The Customer shall provide the Company with an order number when placing any order with the Company.
- 18.5. The sale of the goods and all orders accepted by the Company shall be subject to these terms and conditions. In the event of conflicting provisions in the order and these terms and conditions, the provisions of these terms and conditions shall prevail.
- 18.6. Buy In Policy – In order to ensure compliance by the Company of acceptance delivery service levels to all customers, the monthly sales of any product to any Customer may not exceed more than 20% of the average monthly purchases of that product by the Customer over the last 12 months of trade with the Company. Notwithstanding the above, the Company may, in its sole discretion, agree to a request by the Customer to supply goods in excess of this limit.

19. DELIVERY

- 19.1. In the event that the Company transports the goods to the Customer, delivery and passing of the risk in the goods shall be deemed to have taken place when the goods are off-loaded at the Customers' premises. The signature of any employee of the Customer on a Company delivery note or invoice shall be prima facie (until proven otherwise) proof of the proper delivery of the goods.
- 19.2. In all cases where delivery to the Customer occurs by carrier, the carrier shall be the Customer's agent and delivery to such carrier by the Company shall be deemed to be delivery to the Customer. The signature of any employee of the carrier shall be prima facie proof of proper delivery by the Customer
- 19.3. Should the Company, at the Customer's request, agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and the Company shall engage the carrier on such terms and conditions as it deems fit. The Customer indemnifies the Company against all demands and claims which may be made against it by the carrier so engaged and all liability which the Company may incur to the carrier arising out of the transportation of the goods.
- 19.4. Delivery of goods to any delivery address given by the Customer shall constitute proper delivery of the goods. Despite the fact that such address may not have been the address or premises of the Customer.



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- 19.5. Whilst every effort will be made to dispatch goods as advised, the Company does not guarantee dispatch or delivery on any specific date and shall not be liable for any damages for failure to effect delivery/dispatch timeously for any reason beyond the Company's reasonable control, including but not limited to, inability to secure transport, labor, power, material, equipment or supplies or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout or other labor disputes, fire, flood, drought or legislation. The Customer shall not be entitled to cancel any order by reason of such delay.
- 19.6. In the event that the Company makes delivery to the Customer in installments, each installment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any installment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
- 19.7. When the goods are delivered in installments, invoices relating to separate deliveries shall be paid as if such goods were the subject of a separate order and no payment shall be postponed until such time as all the goods ordered have been delivered.
- 19.8. If the customer fails to take delivery of the goods ordered or in any way delays the delivery of goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay the Company the reasonable costs of storing, insuring and handling the goods, until such time as delivery takes place.
- 19.9. The Customer shall be barred from lodging any claim in respect of discrepancies between goods charged and goods delivered unless the Customer has specified on the delivery note the nature of the discrepancy.
- 19.10. These terms and conditions shall apply to all forms of delivery effected by the company including both bulk deliveries and small ad hoc deliveries.

20. OWNERSHIP & RISK

- 20.1. Notwithstanding that all risk in and to all goods sold by the Company to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in the Company until the full purchase price has been paid.
- 20.2. Goods in the possession of the Customer bearing the Company name, trademarks and labels shall be deemed to be those for which payment has not yet been made and should any breach of these terms occur, may be re-possessed by the Company in terms of paragraph 11.
- 20.3. The Customer shall fully insure the goods purchased from the Company against loss of damage until the full purchase price has been paid by the Customer for such goods. Pending payment to the Company for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are ceded to the Company. The customer should inform the insurer hereof.
- 20.4. The Customer shall inform the Landlord of the premises at which the goods are kept that such goods are the sole and absolute property of the Company until such time as the full purchase price has been paid to the Company by the Customer and such goods shall not form part of the landlord's hypothec.

21. LEGAL PROCEEDINGS

- 21.1. Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof shall be governed by and decided upon and construed under and in accordance with the laws of the Republic of South Africa.
- 21.2. The Company shall, at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.
- 21.3. The Customer shall pay all legal costs, including attorney client costs, tracing agent's fees and collection charges which the Company may incur in taking any steps pursuant to any breach of these terms and conditions by the Customer.
- 21.4. A certificate issued and signed by any director or manager of the Company (whose authority need not be proved), in respect of any indebtedness of the Customer to the Company or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that such goods were sold and delivered, shall be prima facie (until proven otherwise) evidence of the Customer's indebtedness to the Company, delivery of goods and/or of any such other fact.



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21.5. The Company may follow the process set out in Part C of Chapter 6 of the National Credit Act, 34 of 2005 (“the Act”) on default.

This may include drawing the Customer’s attention to any default, proposing that the Customer refers the agreement to a debt counselor, alternative dispute resolution agent, consumer court or ombudsman with jurisdiction, with the intent that the Company and the Customer resolve any dispute under the agreement or develop and agree on a plan to bring the payments under the agreement up-to-date. If the Act applies to this agreement, the Company may commence legal proceedings to enforce the agreement after providing the Customer with such notice and meeting any further Requirements set out in section 130 of the Act.

21.6. The Customer’s physical address as given on the Application Form shall be recognized as the Customer’s chosen domicillium citandi et executandi (domicillium) _____

for all purposes in terms of this Agreement whether in respect of the serving of any court process notice, the payment of any amount or communications of whatever nature.

22. ARBITRATION

22.1. The Company has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both the Company and the Customer.

22.2. The arbitrator must be a person agreed upon by the parties of the failing agreement, an arbitrator must be appointed by the Arbitration Foundation of Southern Africa, who shall then finally resolve the dispute or issue in accordance with the Rules of the Arbitration Foundation of Southern Africa.

22.3. The Company may elect where the arbitration is to be held.

23. NEGOTIABLE INSTRUMENTS

Acceptance of a negotiable instrument by the Company shall not be deemed to be a waiver of the Company’s rights under this Agreement. In relation to cheques furnished by the Customer to the Company, the Customer waives his right to insist on notice of dishonor or protest given to it in the event the cheque is dishonoured.

24. RETURNED GOODS

24.1. Goods sold by the Company are not returnable save at the option of the Company. Should the Company in its absolute discretion elect to accept the return of any goods, the following will apply:

- 24.1.1. all goods returned must be complete, clean, re-saleable and undamaged and in their original packaging;
- 24.1.2. the value of credit for goods returned will be calculated at the invoice value when the goods were purchased, less 10% handling charge, unless the cause for goods being returned was solely the responsibility or fault of the Company, in which latter event no handling fee will be charged;
- 24.1.3. the Company will only receive goods returned by the Customer if such goods are proven to be faulty to the satisfaction of the Company
- 24.1.4. all goods are to be returned at the Customer’s expense and the risk in the goods remains with the Customer until the goods are received by the Company at the Company’s premises.

25. WARRANTIES & INDEMNITY

25.1. Warranties on the goods sold are limited to the manufacturer’s warranty. All other warranties either express or implied, including any warranty that the goods are fit for a particular purpose, are expressly excluded. The Company’s liability for any breach of warranty shall be limited to and fully discharged by the Company when it supplies, free of charge, goods replacing those found to be defective, having regard to the use already or previously obtained from them. The Company’s decision as to whether the goods are defective or not shall be binding on all parties.



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25.2. The Company disclaims all liability to the Customer in connection with the Company's performance or the Customer's use of the goods supplied and in no event will the Company be liable to the Customer for delictual, special, indirect or consequential damages including, but not limited to, loss of profits.

25.3. Any liability of the Company for breach of contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer the total price paid or due to be paid by the Customer for the goods supplied.

26. DISCLOSURE OF PERSONAL INFORMATION

26.1. By signing this Agreement the Customer acknowledges and confirms that:

- 26.1.1. the Company may transmit any of the Customer's personal information and data to any of the credit bureaux in connection with his application for credit, the opening and termination of this Agreement as well as for any other lawful purpose during the currency of this Agreement.
- 26.1.2. the Company may submit any information as to how the Customer conducts his account to any of the credit bureaux. The credit bureaux may then use this information to create a credit profile and/or a credit score. Should the Customer not conduct his account in accordance with the Agreement, this may adversely affect his future credit worthiness.

26.2. the Customer has the right to:

- 26.2.1. contact the credit bureaux;
- 26.2.2. have his credit records disclosed; and
- 26.2.3. correct inaccurate information, with the credit bureaux

26.3. The Customer understands that the personal information given in this Agreement form may be used by the Company for the purposes of assessing his credit worthiness. The Customer confirms that the information given by him in the Application Form is accurate and complete. The Customer further agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the above information, failing which, the Company will not be liable for any inaccuracies.

27. ACKNOWLEDGEMENTS AND CONFIRMATIONS BY THE CUSTOMER.

27.1. By signing this Agreement, the Customer acknowledges and confirms that:

- 27.1.1. he is not a minor person;
- 27.1.2. he not subject to an Administration order referred to in section 74(1) of the Magistrates Court;
- 27.1.3. he understands and appreciates the costs, risks and obligations associated with him her entering into this Agreement;
- 27.1.4. he has not taken up any credit other than as indicated on his application for credit from; and
- 27.1.5. all the information that he/she/it has provided is true and current in every respect and that the Company may rely on this information.

28. GENERAL

28.1. This contract represents the entire agreement between the Company and the Customer and shall govern all future contractual relationships between the Company and the Customer and shall also be applicable to all debts which the Customer may owe to the Company prior to the Customer's signature hereto.

28.2. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of the Company. No agreement, whether consensual or unilateral or bilateral purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, and/or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of the Company.

28.3. No warranties, representations or guarantees have been made by the Company or on its behalf which may have induced the Customer to sign this document.

28.4. No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of the Company's rights in terms of any contract.



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- 28.5. The Customer shall not cede its rights nor assign its obligations without the prior written approval of the company.
- 28.6. The Company shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities, including all terms and conditions, to any third party without prior notice to the Customer
- 28.7. The Customer undertakes to notify the Company within a period of seven days of any change of address or any changes in the information as set out in this agreement.
- 28.8. Each of the terms herein shall be separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever then that term shall be severable and shall not affect the validity of the other terms.
- 28.9. Any written notice to the Company shall be addressed to the Company's office.
- 28.10. The headings in this document are included for convenience and are not to be taken in account for the purpose of interpreting this Agreement.
- 28.11. I/We, the undersigned, hereby warrant that all the information recorded in the Application Form is true and correct and I/We agree that all transactions concluded with the Company shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions. I/We further confirm that I/We have read, understood and agreed to all the provisions contained in this Agreement and warrant that the information Supplied is true and correct and undertake to notify the Company immediately in writing of any change in ownership or details contained herein and accept herewith liability for all debts incurred by me/ourselves.
- 28.12. Without derogating from the generality of the a foregoing, should any of the information furnished herein be inaccurate and the Company suffer any loss whatsoever in consequence thereof, I/We agree that, without prejudice to the Company's other rights in law, the said damages shall be deemed to be equal to the balance outstanding due to the Company in respect of goods sold and delivered by the Company pursuant to this Agreement

_____ Customer's Signature Suretyship
 per clause 4 Date

Note: Must be sign by all times "Signature: Sole owner, member's, director/s, partner/s,"

DATE	PLACE	AUTHORISED SIGNATORY	PRINT NAME	CAPACITY

(In the case of a Company, Close Corporation, Partnership or Trust all Directors/Members/Partners/Trustees must sign.) FOR OFFICE USE



A Solenis Company

DIVERSEY SOUTH AFRICA (PTY) LTD

ACCOUNTS RECEIVABLE MASTER INPUT FORM

TO BE COMPLETED BY THE SALES DIRECTOR/MANAGER

Discount Percentage of List Price:	
Sales Rep Code:	
Sales Rep Name	
Industry Sector:	
Division:	
Sales District:	
Region Code:	
Region Name:	
Suggested Credit Limit:	
Credit Terms:	
Settlement Discount : (Attached contract)	
Trading Terms : (Attached contract)	
Incl. Rebate negotiation	
Commission : YES/NO	
Commission % : (Attached contract)	
Delivery Plant:	

Approved: Sales Director/Manager

Print Name: _____ Signature: _____ Capacity: _____ Date: _____

Credit Control Manager

Initials

Date

Terms

Limit

Approved: _____