



# J. Haskins & Sons (Pty) Ltd. Reg. No. 34

## CREDIT APPLICATION FORM (STRICTLY CONFIDENTIAL)

**Francistown**

Sam Nujoma Drive  
 Light Industrial Area  
 P O Box 1  
 Tel: 2412301  
 Fax: 2412308

**Gaborone**

Nkrumah Road  
 Industrial Sites  
 P O Box 1  
 Tel: 3951001  
 Fax: 3907115

**Palapye**

Old Industrial Sites  
 P O Box 215  
 Tel: 4920300  
 Fax: 4920721

**Kasane**

Old Industrial Sites  
 Opp. Metro  
 P Bag 100  
 Tel: 6250124  
 Fax: 6250528

Private individual		Complete sections A and B
Registered Company		Complete sections A and C

**SECTION A- TO BE COMPLETED BY ALL APPLICANTS**

1	Registered company name/ Full name and surname:				
2	Postal address:				
3	Physical address				
4	Address of business:				
5	Contact Telephone numbers:	Home:	Business:		
		Fax:	Cell:		
6	Bankers:	Name:			
		Branch:			
		Account number:			
		Type of account:			
		Date Opened:			
7	Trade references:	Company	Credit limit	Tel	Duration
		1			
		2			
		3			
		4			
8	Credit limit required:				
9	Details of fixed property owned as collatoral for credit required:	1	Address:		
			Value:		
			Details of any financial institution interest:		
			Is the title deed available?		
		2	Address:		
			Value:		
			Details of any financial institution interest:		
			Is the title deed available?		

**SECTION B- PRIVATE INDIVIDUALS**

1	Identity number:	
2	Date of birth:	
3	Employment details:	Occupation:
		Employer:
		Employer's address
		Monthly salary:
		Other monthly income:
4	Have you ever been declared insolvent:	Yes
		No

**SECTION C- REGISTERED COMPANIES**

1	Registered Office address:	
2	Company registration no:	
3	VAT registration no:	
4	Trading name (if any)	
5	Particulars of auditors/ accountants:	
6	Monthly turnover:	
7	Monthly purchases:	
8	Particulars of directors	
	a. Name:	b. Name:
	ID number:	ID number:
	Nationality:	Nationality:
	Residential address:	Residential address:
	Telephone no:	Telephone no:
	c. Name:	d. Name:
	ID number:	ID number:
	Nationality:	Nationality:
	Residential address:	Residential address:
	Telephone no:	Telephone no:

**Office use**

Approved?

Credit limit authorised:

Approved by:

**Branch Manager**

YES	NO
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comments

**Head Office**

YES	NO
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comments

corporate customers

- copy of company registration form
- Copy of Form 2- (personal surety to be provided by a director).
- Copies of ID/ Omang of Directors
- Copy of recent bank statement for 3 months
- Copy of recent electricity bill
- Audited financial statements


Individuals

- 3 months bank statement
- salary slip for 3 months
- Copy of Omang/ ID
- Copy of recent electricity bill.


# STANDARD TERMS AND CONDITIONS OF SALE

## 1. DEFINITIONS

- (a) In these conditions, "we" or "us" means J. Haskins and Sons (Pty) Ltd and "you" means the Purchaser, and "our" and "your" shall be construed accordingly.
- (b) These conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless such other terms or conditions are specifically agreed in writing by one of our Directors. No variation or exclusion of these conditions shall be effective unless specifically agreed in writing in advance by one of our Directors.
- (c) No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not we have notice of them.

## 2. QUOTATION

A quotation given by us shall constitute an invitation to treat and not an offer. We may withdraw or amend any quotation at any time.

## 3. ESTIMATES OF QUANTITIES AND ADVICE AS TO FITNESS FOR PURPOSE

You acknowledge that you do not rely on, and waive any claim for breach of, any representations made by our employees or agents. Any estimate of quantities needed or advice or recommendation as to the suitability or fitness of any goods for any particular purpose given by our employees or agents, is given without liability on our part. You will be entirely responsible for ascertaining the quantities required and the suitability and fitness of the goods for their purpose.

## 4. PRICE

- (a) Subject to clause 4(d), the price payable for the goods sold shall be the current price at the time of dispatch or collection, notwithstanding that this may differ from the price stated in any quotation given by us.
- (b) Any typographical or clerical omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without liability on our part.
- (c) We reserve the right to make such alterations to our prices as we think fit. In particular we may at any time and without notice to you revise the price payable for the goods sold to take account of increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of the current price list or (in cases falling within clause 4(c)) acceptance of the order.
- (d) Unless we otherwise agree in writing we reserve the right to charge you the cost of transportation of the goods to the destination requested by you.

## 5. TERMS OF PAYMENT

- (a) Payment for goods supplied on a credit account shall be due and payable not later than the last day of the month following the month of delivery of the goods. If you default in making payment as aforesaid the entire balance of your account shall be payable forthwith and we shall be entitled to charge interest on the account, together with costs and expenses, in accordance with clause 5(d).
- (b) For all other transactions payment shall be in cash with the order. If cash is not paid with the order, we have the right to require cash on delivery.
- (c) You may not withhold or set off payment of any amount due to us whether in respect of any claim by you relating to goods supplied by us or for any other reason which is contested or for which we do not admit liability.
- (d) If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:
- (i) cancel the contract or suspend any further deliveries to you;
- (ii) appropriate any payment made by you to such of the goods (or the goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you); and
- (iii) charge interest to you at the rate of 2% per month on the unpaid balance calculated from the date of default and compounded monthly until receipt by us of the full amount whether before or after any judgment; and
- (iv) be indemnified by you against all costs and expenses (including legal costs and expenses on a full indemnity basis) incurred by us in recovering sums due or in exercising our rights pursuant to clause 5.
- (e) Interest costs and expenses shall be due and payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account is subject to any dispute or query.
- (f) A certificate by one of the Company's Directors or authorized employees showing the amount due and owing shall at any given time be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the Purchaser for the recovery of the said amount.

## 6. DELIVERY

- (a) Delivery will occur when the goods are ready for unloading at the delivery address, or when you take possession of the goods at our premises whichever is the earlier. Delivery dates or times mentioned in any quotation or acceptance form or elsewhere are approximate and not part of any contract and we shall not be liable to you for any failure to deliver on any particular date or dates, or at any particular time, nor shall time be of the essence of any contract.
- (b) Where we deliver to site it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists delivery will be made to the nearest point to which, in the opinion of the driver, the vehicle can safely proceed and unload.
- (c) You will provide all necessary labour and equipment required to unload vehicles promptly and will indemnify us against any cost, claim, loss or damage arising from unloading.
- (d) If you refuse or fail to take delivery of goods tendered in accordance with the contract we shall be entitled to immediate payment in full for the goods so tendered. We shall be entitled to store at your risk any goods of which you refuse or fail to take delivery and you shall in addition to the purchase price pay all costs of such storage and any additional costs or carriage incurred as a result of your refusal or failure.

## 7. RISK

The risk in the goods shall pass to you upon delivery or collection from the company's premises.

## 8. TITLE OF GOODS

- (a) Until we have been paid in full the price of the goods and all other goods agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packaging and delivery plus any interest and charges thereon:
- (i) We shall retain ownership of the goods.
- (ii) You shall if required by us store the goods in such a way as clearly to show our ownership of them.
- (iii) You shall notify us immediately upon our demand of the place or places where the goods are situated.
- (iv) You shall afford to us access to the goods during all normal business hours whether they are upon land occupied by you or your customers and you shall deliver the goods up to us at our request and allow us to remove the same. For this purpose you hereby grant an irrevocable right and licence to our employees or agents to enter upon the said land with or without vehicles during normal business hours.

## 9. LIABILITY

- (a) You shall inspect the goods upon delivery. We will make good at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to us. Such notification must be made within 2 working days from the date of delivery.
- (b) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery of the goods within 2 working days of delivery. In such circumstances our liability shall be limited to making good the shortage.
- (c) In the event that we fail to supply you with the goods ordered timeously or at all we shall not be liable for any amount, loss or damage from whatsoever cause arising, whether direct, indirect, consequential or otherwise.
- (d) Claims in respect of alleged defective goods/short delivery shall not be grounds for withholding payment of accounts and shall not give you any right to set-off against payments due to us.

## 10. RETURN OF GOODS

We may at our sole discretion accept or reject the return of any goods which have been incorrectly ordered, providing that a request is made in writing and accepted by us in writing within 2 days of delivery. If we decide to accept the return of such goods, such acceptance shall be upon such terms as we may determine and in particular we reserve the right to charge for the carriage and handling of such goods. We will not accept the return of goods which are liable to deteriorate or expire rapidly.

## 11. NON-WAIVER OF RIGHTS

The failure by either you or us to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

Dated at.....this.....day of.....

For and on behalf of the Purchaser who warrants his authority to sign on behalf of the Purchaser:

Signature.....Name.....

Capacity.....Address.....

# SURETYSHIP AGREEMENT

1. This Agreement is supplemental to the provisions of the Standard Terms and Conditions of Sale entered into between J. HASKINS & SONS (PTY) LIMITED and ..... (hereinafter referred to as "the Main Contract"), the terms of which shall apply to this Agreement, except as provided to the contrary herein.
2. Except as otherwise altered by this Agreement, the terms of the Main Contract shall remain unchanged in every respect. In the event of any inconsistency between the terms of the Main Contract and the terms of this Agreement, the latter shall take precedence.
3. Surety 1..... Surety 2..... Surety 3..... (hereinafter called "the Surety" or "Sureties") bind myself/ourselves jointly and severally as surety for and co-principal debtor(s) in solidum with ..... (Pty Ltd, hereinafter "the Debtor" for all amounts which are now or may in future become due by the Debtor to J. HASKINS & SONS (PTY) LTD (hereinafter, "the Company"). All admissions or acknowledgements by a Debtor to the Company are binding on the Surety, including tacit and implied acknowledgements.
4. **EXTENSIONS OF TIME**  
If an obligation of the Debtor or any part of it is due for performance and the Company compromises with the Debtor, gives the Debtor any indulgence or extended time or extended terms for performance, then the Company shall still be entitled to require the Surety to perform the obligation owing by the Debtor as if such compromise, indulgence, extended time or extended terms had not been entered into or granted.
5. **ENTIRE AGREEMENT**  
No variation, relaxation, waiver of, addition to, deletion from or cancellation, whether consensual or not, of this suretyship or any of its terms (including this clause) shall be of any force or effect unless reduced to writing, signed by the Surety and confirmed by the Company in writing.
6. It is agreed that:
  - 6.2.1 this suretyship constitutes the whole agreement between the Surety and the Company;
  - 6.2.2 there are no conditions or terms which have to be complied with whether by the Company, the Debtor, the Surety or any third party before the Surety becomes liable nor are there any conditions or terms which if complied with by the Company, the Debtor, the Surety or any third party shall release the Surety from any obligation, save as expressly set out in this suretyship;
  - 6.2.3 no warranties, promises, representations, terms or inducements of whatsoever nature have been made, given or agreed to by the Company or any other person, including the Debtor, to the Surety to enter into this suretyship or to bind the Surety to its terms.
7. **CESSION BY COMPANY**  
The Company may at any time without the consent of or notice to the Surety, cede, assign or transfer and make over all or some of its rights in or arising out of:
  - 7.1 this suretyship or any part of it; or
  - 7.2 any actual, prospective or contingent obligation of the Debtor.
8. **COVERING SURETYSHIP**  
This suretyship is a continuing covering suretyship for the past, present and future obligations, including actual and contingent obligations of the Debtor to the Company.
9. **SURETYSHIP REMAINS IN FORCE**  
This suretyship remains in force notwithstanding
  - 9.1 any interim or final performance of its obligations by the Debtor and the subsequent incurring of any new obligation by the Debtor; or
  - 9.2 the death or other legal disability of the Surety or the Debtor.
10. **RELEASE**  
The Surety may only obtain its release:
  - 10.1 from this suretyship by an agreement in writing signed by the Company and the Surety releasing the Surety;
  - 10.1.1 from liability for any obligation of the Debtor to be incurred in the future by:
    - 10.1.2.1 written notice by the Surety to the Company actually received by the Company taking effect seven days after receipt; and
    - 10.1.2.2 performance of all the obligations of the Debtor then owing whether due or not; and
    - 10.1.2.3 provision of security to the satisfaction of the Company in its entire discretion for the performance by the Debtor of any obligations of the Debtor which are contingent at the time the notice comes into effect.
  - 10.2 Any such release shall be restrictively interpreted to apply only to the Company giving the release, the Surety receiving the release, the Debtor in respect of which the release is given and the obligations in respect of which it is given if the release is not given in terms of clause 10.1.1.
- 10.3 If this suretyship is terminated for any other reason, the Surety shall be liable for all actual, prospective and contingent obligations of the Debtor in existence at the date of termination.
11. **PROOF**  
Any obligation of the Debtor and/or the amount of the indebtedness of the Debtor for which the Surety is liable to the Company at any time (including interest, the rate of interest and the method of calculation of the interest if agreed) shall be established by a certificate under the signature of any one director of the Company and the Surety shall bear the onus of proving any error in such certificate.
  - 11.2 It shall not be necessary to prove the appointment or signature of the person signing any such certificate.
  - 11.3 Such certificate shall be:
    - 11.3.1 proof of the obligation or amount of the indebtedness of the Surety including proof of an amount which would otherwise be illiquid and the Surety shall bear the onus of proving any error in such certificate; and
    - 11.3.2 valid against the Surety in any competent court for the purpose of obtaining summary judgment against the Surety thereon; and
    - 11.3.3 deemed to be sufficient particularity for the purposes of pleading or trial in any action instituted by the Company against the Surety under this suretyship.
12. **OBLIGATIONS TO PERFORM**  
If any dispute arises between the Debtor and the Company and the Debtor contends that any obligation is not due and owing, or that the Debtor has a counterclaim against the Company whether liquidated or not, brought in the same or other proceedings, including proceedings in another jurisdiction then the Surety:
  - 12.1.1 will accept the written contention of the Company that such obligation is due and owing; and
  - 12.1.2 waives any defence or contention which the Debtor may raise; and
  - 12.1.3 shall pay the amount or perform the obligation claimed forthwith.
- 12.2 The Company shall repay to the Surety any amounts paid to the extent that a court of competent jurisdiction (including any appeal court) finally determines that the contentions of the Debtor are correct.
- 12.3 The amount paid shall be repaid free of interest up to the date of final judgment.
13. **WAIVER OF BENEFITS**  
The Surety waives and renounces:
  - 13.1 any right to claim an accounting from the Company before making payment;
  - 13.1.1 any benefits which the Surety as surety is entitled to in law, without detracting from the generality of the foregoing, including the benefits of:
    - 13.1.2.1 excussion;
    - 13.1.2.2 division;
    - 13.1.2.3 cession of action;
    - 13.1.2.4 being sued together.
- 13.2 The Surety acknowledges that it knows and understands the meaning and full force and effect of such benefits.
14. **FORMALITIES COMPLIED WITH**  
The surety acknowledges that:
  - 14.1 this suretyship was completed in all respects when the Surety signed it;
  - 14.2 the obligations of the various Sureties have been incorporated into one document for convenience only and the failure of any Surety:
    - 14.2.1 to execute this suretyship notwithstanding that such Surety is reflected herein as a party;
    - 14.2.2 to be bound by this suretyship for any reason after execution;
- 14.3 Shall not vitiate, diminish or affect the obligations of any other Surety or the rights of the Company, it being agreed that the liability of the Surety is not dependent, wholly or in part, on the liability of any other Surety or intended Surety.
15. **ADDRESS**  
For the purposes of this suretyship, including the giving of any notice required or permitted hereunder and any proceedings which may be instituted by virtue hereof, the Surety chooses its address for the service of notices, processes and execution at

Plot.....

THIS DONE AND SIGNED AT ..... THIS ..... DAY OF ..... 20.....

	FULL NAME	I.D. NUMBER	SIGNATURE	ADDRESS
<b>SURETY 1</b>				
<b>SURETY 2</b>				
<b>SURETY 3</b>				

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WITNESS 1 - Name:.....Signature:.....

WITNESS 2 - Name:.....Signature:.....