



Tissue Masters (Pty) Limited | Company Registration: 201000496407 | Vat Registration: 4820256438
33 Quality Road, Isando 1600, Gauteng | P O Box 2696, Bedfordview, 2008, South Africa.
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COMBINED CREDIT APPLICATION AND GENERAL TERMS OF TRADE

TO BE COMPLETED BY APPLICANT (BLOCK LETTERS), INITIAL EACH PAGE AND SIGN THE LAST PAGE

PART A: APPLICATION TO OPEN CREDIT ACCOUNT

- 1.1 Applicant to attach a cancelled copy of its Letterhead and SARS Vat Registration Certificate
- 1.2 Type of Business: Sole Owner/Closed Corporation/ Partnership/Trust/Private Company/Public Company/Other

- 1.3 Full Registered Name of Business

- Trading Name of Business

- Registered Address of Business

- 1.4 Postal address (for accounts and general communication)

- Delivery address

- Email address(es)

- 1.5 Telephone No _____ Fax No _____
- 1.6 Bankers _____ Account Name _____
Account No _____ Branch Name & Code _____
- 1.6 Full Names of Director/s, Member/s, Proprietor/s, Partner/s
- | Name | Residential Address | ID NO | Telephone Number |
|----------|---------------------|-------|------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
- 1.7 Registration Number of Company/Close Corporation/Trust

- 1.8 Vat Registration Number

1.9 Nature of Business

1.10 Credit limit required: R_____

1.11 Trade References (at least three)

Company Name	Physical Address	Contact Person	Telephone Number
1. _____			
2. _____			
3. _____			

1.12 Auditors (name, address and telephone number)

1.13 Are audited financial statements available for inspection? / Are details of issued share capital and directors, proprietors or partners loan accounts available?

Yes/No (delete whichever is not applicable).

1.14 It is hereby warranted by the undersigned (the Applicant) that the above information is true and correct.

1.15 The Applicant hereby agrees that this application to open a credit account and Terms of Trade shall become effective by Tissue Masters.

1.15 The Applicant acknowledges that he/she/it has read and agrees to the Terms of Trade which forms part of this application to open a credit account and which appears on the reverse side of this form.

PART B: TERMS OF TRADE

1. These terms of trade supercede any terms and conditions contained in any order placed upon the supplier by the applicant and constitute the entire agreement between the supplier and the applicant, unless supplemented or amended in writing and signed by the authorised representatives of both the supplier and the applicant.
2. All amounts payable by the applicant to the supplier shall become due and owing thirty (30) days after date of delivery of the goods (as set out in paragraph 4 below).
3. Any intended delivery date indicated by the supplier for the delivery of any goods purchased by the applicant shall not be binding upon the supplier but shall be regarded as the estimated date for delivery thereof.
4. Delivery of all goods purchased from the supplier shall pass to the applicant upon receipt at the signature if any agent, contractors, sub-contractor, employee, or duly authorised representative of the applicant on the supplier's official delivery note, invoice or waybill will constitute delivery of the goods purchased, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
5. All risk in and to goods purchased from the supplier shall pass to the applicant upon receipt at the defined delivery address. Accordingly, any carrier (including the supplier where the supplier's vehicles are used for the delivery of goods to the applicant) shall be deemed to be the agent of the supplier.
6. The credit for and/or replacement of short deliveries shall be at the supplier's discretion but in any event shortages not reported by the applicant to the supplier within 24 hours of delivery will not be credited or replaced by the supplier.
7. No goods supplied by the supplier may be returned for credit by the applicant without the prior written permission of the supplier where such permission is given, the goods to be returned shall be returned in the packaging in which they were supplied and a handing charge of 10% of the price of such goods will be deducted from any credit to be given or refund to be made by the supplier.
8. The supplier reserves the right to suspend deliveries or to cancel any order placed on it by the applicant in the event of:
 - 8.1 war, force majeure riots, civil commotion, accidents, inability to obtain supplies and/or other unforeseen circumstances of any kind affecting the supplier's ability to deliver:
 - 8.2 the applicant defaulting in payment of any amount due and owing by it to the supplier.

9. The supplier's right to suspend deliveries or cancel any order shall be without prejudice to the supplier's right to obtain payment in respect of goods delivered to the applicant prior to such suspension or cancellation.
10. Ownership of all goods supplied and packaging relative thereto remains vested in the supplier until the applicant shall have made payment of the full purchase price thereof to the supplier. The supplier shall, in its sole discretion, without notice to the applicant, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event the applicant shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by the supplier. The applicant hereby waives any right it may have for a spoliation order against the supplier in the event that the supplier takes possession of any goods.
11. If the applicant fails to make payment of any amount owing by it to the supplier on the due date for the payment thereof or fails to fulfill any other of these terms of trade, the supplier shall be entitled without prejudice to any other rights which it may have in law:-
 - 11.1 to suspend further deliveries of goods ordered by the applicant;
 - 11.2 to demand payment forthwith of all amounts owing by the applicant to the supplier;
 - 11.3 to claim interest on all overdue amounts at a rate per annum five percentage points above the rate per annum charged from time to time by the First National Bank of South Africa Limited on overdraft facilities, which interest shall be reckoned from the date that any amount becomes due and owing until the date of final payment thereof;
 - 11.4 alternatively or in addition to the foregoing, as may be appropriate, to claim return from the applicant of all goods sold to the applicant by the supplier for which payment has not been made in full and which are still in the possession of the applicant or his agent.
12. Orders placed on and accepted by the supplier may not be cancelled by the applicant in part or in whole except with the supplier's written consent and on such terms as the supplier may prescribe.
13. Goods supplied by the supplier are supplied in accordance with the supplier's usual standard of quality; however the supplier does not provide any warranty, whether express or implied, that the goods supplied are suitable for the purpose for which they were purchased, or that the goods will perform in accordance with the function for which they were designed. the supplier shall not be liable to the applicant or any other party for any direct or consequential losses whatsoever including any losses to the applicant arising from third party claims.
14. A certificate signed by any director or manager of the supplier stating the amount then owing by the applicant to the supplier and certifying that such amount is then due and unpaid shall be prima facie proof of the contents thereof for purposes of any legal proceedings and/or proof of debt or insolvency, and of the fact that such amount is due, owing and unpaid shall be prima facie (face value) proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise), or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with the applicant to prove that such amount is not owing and/or due and unpaid..
15. If the supplier incurs any legal or other costs in enforcing any of its rights on the applicant, the applicant shall be liable for the payment of all such costs on the attorney and own client scale including, but not limited to collection commission and tracing agents fees.
16. The applicant consents to the jurisdiction of the Magistrate's Court notwithstanding that the amount of the claim against the applicant may exceed the jurisdiction of such Court. Notwithstanding, the supplier shall not be obliged to institute legal proceedings in the Magistrate's Court and the applicant submits itself to such High Court as may have jurisdiction.
17. Credit limits and payment terms shall at all times be in the sole and absolute discretion of the supplier and may be altered or abolished by the supplier, provided that prior written notice shall be given by the supplier to the applicant.
18. Any condonation of any breach of any of the provisions of these terms of trade or any other act, relation or indulgence by the supplier shall in no way operate as or be deemed to be a waiver by the supplier of any of its rights or be construed as a novation thereof.
19. All goods or materials supplied by the supplier are subject to the supplier's standard manufacturing tolerances unless previously agreed between the supplier and the applicant, which agreement shall be in writing and signed by duly authorised representatives of the supplier and the applicant.
20. These terms of trade constitute the entire agreement the parties and any other terms, provisions or conditions of any nature, are excluded there from. Any additions, alterations or variations of this contract shall not be of any force of effect unless reduced to writing and signed by the parties or their duly authorised representatives.
21. The applicant chooses as its domicilium citandi et executandi the physical address reflected in this credit application.
22. The applicant authorizes the supplier to obtain information necessary to verify its creditworthiness and consents to sign any documents required in order to validate such creditworthiness.

23. The applicant authorizes the supplier to transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of the applicant of how the applicant has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud
24. If the applicant fails to meet his/her/its commitments to the supplier, the supplier may record the applicant's non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of the applicant.
25. The applicant undertakes to notify the supplier forthwith in writing of any change of address.
26. Should the applicant fail to object to any item appearing on the supplier's statement of account within fourteen days of date of the dispatch of the statements the accounts shall be deemed to be in order.
27. The applicant undertakes to notify the supplier, in writing, within 14 (fourteen) days of any change in ownership of the applicant's business, or should the applicant be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by the applicant. In addition to the foregoing, the applicant acknowledges that immediately upon any change of ownership in the applicant any outstanding amount whether due or not shall be deemed to be forthwith payable by the applicant to the supplier.
28. In the event of any order being given to the supplier on an order form reflecting the applicant's name as the entity from which the order emanates, such order shall be deemed to have emanated from the applicant, notwithstanding the fact that such order may have been given or signed by a person not authorised by the applicant and such order will be deemed to constitute valid delivery. It is further the sole responsibility of the applicant to determine that goods ordered are suitable for the purposes of the intended use.
29. Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of THE CREDITOR shall not in any way operate as or be deemed to be a waiver by THE CREDITOR of any rights under this contract, or be construed as a novation thereof.
30. The supplier will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster) causus fortuitus (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the supplier, whether eiusdem generis (of what was clearly the real intention between the parties) with the causes aforementioned or not.

SIGNATURE OF AUTHORISED PERSON WHO WARRANTS HIS/HER AUTHORITY TO SIGN THIS CONTRACT (PART A AND PART B) ON BEHALF OF THE APPLICANT

SIGNATURE _____
 NAME _____
 DESIGNATION _____
 DATE _____

WITNESS 1:
 SIGNATURE _____
 NAME _____
 DATE _____

WITNESS 2:
 SIGNATURE _____
 NAME _____
 DATE _____