



Schipper & Sons (Pty) Ltd t/a

J SCHIPPER & SONS

Reg. No.: 2000/030740/07
VAT No.: 4620196669

✉ PO Box 234, Bellville, 7535
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Stikland, Bellville, 7530
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☎ (021) 948 2928
📠 (021) 948 3080

APPLICATION FOR CREDIT FACILITIES

PRIVATE AND CONFIDENTIAL

PLEASE ALLOW A MINIMUM OF 7 DAYS TO PROCESS THIS APPLICATION!

Please complete a separate application for each branch.

(Please tick the appropriate block)

 Sole Owner Partnership Registered Company Close Corporation

If Sole Owner or Partnership indicate marital status (delete those not applicable): Unmarried / ICP / ANC

Registered Name : _____

Trading Name : _____

Nature Of Business : _____ Date Established : _____

Registration No : _____ VAT No.: _____

Business Address : _____ Code : _____

Postal Address : _____ Code : _____

Tel No : _____ Fax No : _____ Email : _____

Account Contact : _____ Order Numbers Required? : _____

Maintenance Contact : _____ Cellphone No. (Maintenance) : _____

Bankers : _____ Branch: _____

Bank Account No : _____

Full Name Of Owners/Partners/Directors	ID Number	Home Address
1		
2		
3		
4		

Trade References	Telephone Number	Contact
1		
2		
3		
4		

Credit Limit Required : _____

Credit is granted in terms of our standard Terms & Conditions of Service printed on the reverse side or attached on the following page, and as may be amended from time to time.

I _____ in my capacity as _____ of the above hereby warrant that I am duly authorised to make this application and agree to the Terms & Conditions of Service.

Signed : _____ Place : _____ Date : _____

Directors: Rudi Schipper BSc(Eng)(Elec) (Netherlands) · Leon Schipper BSc(Eng)(Elec) BCom (Netherlands)


J. SCHIPPER & SONS
TERMS AND CONDITIONS OF SERVICE

The following terms and conditions constitute the basis for all transactions between the Customer and Schipper & Sons (Pty) Ltd t/a J. Schipper & Sons, hereafter referred to as the Supplier:

1. Goods are left and stored on the Supplier's premises at the Customer's own risk, and the Supplier accepts no liability for any loss or damage that may arise as a result of, but not limited to, theft, fire, acts of God, war, riots, strikes, lockouts or acts of Government. However, the Supplier undertakes to ensure that all reasonable measures are taken to safeguard the Customer's property.
2. The Customer is to remove all attachments, fittings, couplings, batteries, welding cables, etc. before bringing machines for repair.
3. No spare parts, bearings, etc. supplied by the Customer will be accepted by the Supplier other than special parts not freely available.
4. Prices agreed or quoted before repair is an estimate and may be varied with valid reason and prior notice to the Customer.
5. The purchase price for every purchase made by the Customer shall be payable 30 days from the date of statement free of exchange charges, subject however to the conditions that the credit terms shall at all times be at the sole discretion of the Supplier and may be altered or abolished at any time without prior notice to the Customer.
6. If payment for any particular purchase made is overdue, the purchase price for all purchases made from the Supplier shall immediately become due and payable despite the provisions of the preceding paragraph.
7. As we are not a registered credit provider in terms of the National Credit Act, no interest will be charged on overdue accounts. However, payment terms will be strictly enforced by blocking overdue accounts until payment has been received.
8. Where trade or settlement discounts are allowed, it is a condition that where the account is not paid within the payment terms allowed then the discount is forfeited and the full retail price becomes due and payable forthwith.
9. Statements not queried within 30 days of the date of dispatch of the statement shall be deemed to be in order.
10. Quotations are valid for 30 days, subject to material cost increases as well as Errors & Omissions Excluded.
11. Quotations not accepted will not be reassembled and will be scrapped after 1 (one) month if not collected.
12. By issuing a quotation, the Supplier is not bound to fulfil such quotation and reserves the right to cancel the aforementioned quotation should circumstances warrant such action.
13. Jobs will be invoiced on completion and will be payable within agreed terms irrespective of the date that the goods are actually collected.
14. Goods not collected within 3 months of notification of completion will be sold to cover the costs of repair and storage.
15. Completion and delivery dates are approximate only unless agreed to the contrary, and no liability can be accepted for any damage or expense consequent upon any delay in delivery or repairs. The Customer will not be released from their contract by reason of any such delay.
16. Workmanship and materials are warranted for a period of 12 months on Industrial (380V) equipment and 3 months on Domestic (220V) equipment from date of first delivery to the Customer.
17. The warranty referred to in the preceding paragraph shall not apply in respect of any damage to any goods which in the Supplier's sole discretion have been caused by:
 - a) insufficient or incorrect maintenance;
 - b) faulty or incorrect power supply;
 - c) alterations or repairs to the goods including the maladjustment or incorrect assembly of the goods made by anyone other than the Supplier;
 - d) normal wear and tear;
 - e) incorrect and/or improper installation of the goods;
 - f) negligence of the Customer, its agents, employees or any other party; and
 - g) misuse of goods.
18. Warranty referred to in paragraph 16 will be limited to:
 - a) Re-doing of the work originally done;
 - b) warranty being carried out on the Supplier's premises; and
 - c) the Supplier not being liable for the collection, delivery or installation of warranty goods.
19. The terms of warranty form part of the conditions of sale.
20. Should the Customer wish to invoke a warranty claim, the Customer should notify a duly authorized and designated representative of the Supplier as soon as feasibly possible. Under no circumstances may payment be stopped or withheld but may be refunded under warranty.
21. The Supplier will not be liable to the Customer or any other person for:
 - a) any loss of profit or other special damages or any consequential damages arising out of any breach by the Supplier of any of its obligations under these conditions or out of any other cause, including delictual damages; and
 - b) any loss of life, injury to person or damage to property, which may be caused by the goods.
22. Should the Customer be in default in any respect whatsoever, the Supplier shall be entitled in its sole discretion to institute actions against the Customer in any competent court of law and the Customer consents to the jurisdiction of the magistrate's court in terms of section 45 of Act 32 of 1944 as amended.
23. Notwithstanding the foregoing paragraph, the Supplier shall not be obliged to institute action against the Customer in the magistrate's court and the Customer hereby submits to the jurisdiction of the Supreme Court of South Africa, in respect to any action instituted against the Customer by the Supplier.
24. A certificate issued under the hand of a director of the Supplier shall be *prima facie* evidence of the amount due by the Customer, and such certificate shall be sufficient for purposes of summary judgement or provisional sentence.
25. In the event of it being necessary for the Supplier to instruct attorneys to recover any amounts owing by the Customer to the Supplier at any time, the Customer agrees to pay costs on the attorney and own client scale including the collection payable in terms of law.
26. The Customer agrees that notwithstanding delivery of goods purchased or repaired, the ownership of any goods, parts or materials sold by the Supplier to the Customer, shall remain vested in the Supplier and shall only pass to the Customer upon payment in full being made there for by the Customer.
27. Upon the cancellation of the contract for any reason whatsoever the Supplier may repossess the goods if ownership has not been passed to the Customer yet, in terms of paragraph 26.
28. In this agreement, unless the context otherwise requires, the words importing the singular shall include the plural and vice versa.
29. These conditions shall be in place of any other conditions that may have been notified by the Supplier to the Customer.
30. No variation of these conditions will be of any force unless it is recorded in writing and signed by the Supplier's authorised officer.
31. The Customer agrees to notify the Supplier in writing within seven days of any change in ownership of their business, or should it be a company, any share transaction where the majority shareholding is affected.
32. In the event of an order being given to the Supplier on the Customer's official order form, the Customer shall be stopped from denying the validity of such an order, notwithstanding the fact such an order may have been given or signed by a person not authorised by the Customer to do so.
33. The Customer hereby choose *Domicilium Citandi et Executandi* for all purposes hereunder at the address referred to on the Customer's application for credit facility.
34. The Customer undertakes to notify the Supplier forthwith of any changes in details such as name, address, telephone numbers, etc.

Initial: _____