

MOD POT cc T/A
REG NO: 2001/035062/23 VAT REG: 4940119920

UNITED POWER PURCHASING

P.O. BOX 71, 40 INDUSTRY ROAD,
CLAYVILLE, OLIFANTSFONTEIN, 1665.

TEL: (011) 316 3812 FAX: (011) 316 2934 / 086 595 0227
CUSTOMER CREDIT APPLICATION / C.O.D. ACCOUNT

E-MAIL : liezel@upptools.com / upp@iafrica.com

DATE: _____ **SALES CONSULTANT:** _____

REGISTERED NAME:			
TRADING NAME:			
TYPE OF BUSINESS: (PTY) LTD: CC: SOLE PROP: PARTNERSHIP: PUBLIC CO:			
LEGAL ENTITY: NAME:		SURNAME:	
COMPANY REG NO:		COMPANY VAT NO:	
DETAILS OF SOLE PROPRIETOR, PARTNERS, DIRECTORS OR MEMBERS:			
NAME	HOME ADDRESS	TELEPHONE	I.D. NUMBER (Please include copies)
DELIVERY ADDRESS:			
POSTAL ADDRESS:			
TELEPHONE NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:			
ACCOUNTS CONTACT PERSON:		EMAIL:	
BANKERS:			
BRANCH:			
ACCOUNT NAME:			
ACCOUNT NUMBER:			
WOULD U LIKE TO SEE YOUR LOCAL SALES CONSULTANT:			
TYPE OF BUSINESS: WHOLESALER RETAILER OTHER (Please specify)			
COURIER NAME & TEL:		ACCOUNT NO:	
TRADE REFERENCES:			
1)		TEL:	FAX:
2)		TEL:	FAX:
3)		TEL:	FAX:
CREDIT LIMIT REQUIRED:			
AUTHORIZED SIGNATURES:			
1)		2)	

*PLEASE NOTE : THE FOLLOWING TERMS & CONDITIONS APPEAR ON THE REVERSE SIDE OF ALL INVOICES.

1. Payment of all and any amounts due by the client and reflected on an invoice shall be effected by him, not later than the last day of the month following the date of dispatch of the items to which the invoice relates. All overdue amounts shall attract interest from due date to date of payment at a rate equal to prime lending rate (as certified by First National Bank, for the relevant period.)
2. The items reflected on an invoice, or any part thereof may not be returned to UPP without it's prior written approval first having been obtained, and in any event not later than 30 days after date of delivery of same. The purchaser shall remain responsible for payment of all wasted charges (such as freight charges, import duty railage charges) incurred in relation to goods so returned. The purchaser shall further be responsible for the payment of an administration fee equal to 15 % of the gross invoice value.
3. No amendment alteration or cancellation of the agreement between UPP and the client as reflected in the invoice shall be of any force or effect unless reduced to writing and signed by UPP.
4. Please Note: on the reverse side of all our invoices are UPP's "Conditions of Trade".

AUTHORIZED SIGNATURES:

1) _____

2) _____

*******PLEASE INCLUDE DIRECTORS ID DOCUMENTS & COMPANY****

*****REGISTRATION DOCUMENTS WITH VAT DOCUMENTS******

******AND A CANCELED CHEQUE ******

*******FOR C.O.D CLIENTS AS WELL *******

OFFICE USE ONLY

VERIFICATION

REGISTRATION NUMBER:	
VAT NO:	
DELIVERY ADDRESS:	
POSTAL ADDRESS:	
TELEPHONE NUMBER:	
BANK:	
BRANCH:	
ACCOUNT NUMBER:	
DIRECTORS:	
SIGNATURES:	
COPY OF ID`s:	
TO SEE SALES CONSULTANT:	

DATE

SIGN

REFERENCE PERSON FOR VERIFICATION:

UNITED POWER PURCHASING
CONDITIONS OF TRADE

1. The Purchaser of any items reflected on the face of this invoice ("the client"), purchases same subject to the terms and conditions set out hereunder.
2. Payment of all and any amounts due by the client and reflected on this invoice, shall be effected by him, not later than the last day of the month following the date of dispatch of the items to which the invoice relates. All overdue amounts shall attract interest from due date to date of payment at a rate equal to the prime lending rate (as certified by any manager at First National Bank, for the relevant period).
3. All prices quoted are based on rates of exchange of currencies, freights, insurance, landing charges, dock duties, customs and import duties, railage and statutory wage rates in existence at the time that negotiation for the purchase of the items to which this invoice relates, and consequently any variation in such rates will be for the account and be borne by the client.
4. All applicants, price lists, illustrations, diagrams, or prices issued or advertised by UPP from time to time are to be utilised only as a general guideline in respect of the matters to which they relate, are subject to change or variation without notice, do not constitute offers for sale nor form part of any contract entered into between UPP and the client.
5. Date of delivery quoted is approximate and cannot be guaranteed. UPP will accept no liability whatsoever in respect of loss or damage sustained by the client arising from a failure to deliver the items to which this invoice relates on the date undertaken.
6. UPP shall not be liable in respect of items incorrectly delivered, or short supplied, or in respect of unsuitable items supplied if notification of such wrong delivery, or short supply, or unsuitability has not been received by it, in writing within 7 (seven) days of receipt by the client of the items to which this invoice relates.
7. The items reflected on this invoice, or any part thereof may not be returned to UPP without its prior written approval first having been obtained, and in any event not later than 30 days after date of delivery of same. The purchaser shall remain responsible for payment of all wasted charges (such as freight charges, import duty railage charges) incurred in relation to goods so returned. The purchaser shall further be responsible for the payment of an administration fee equal to 10% of the gross invoice value.
8. UPP reserves ownership over all the items reflected on the invoice until payment of all amounts reflected on the invoice or relating to the items have been effected by the client.
9. Notwithstanding reservation of ownership in respect of the item's reflected on this invoice, risk in such items shall pass to the client immediately upon delivery.
10. The sale of the items reflected on this invoice does not include installation, erection or commissioning unless otherwise specifically reflected on the face hereof.
11. UPP does not assume liability for any loss of profit or for any damage sustained by the client whether such damage be direct, indirect, consequential or otherwise arising as a result of:
 - 11.1 supply of defective items;
 - 11.2 incorrect or late deliveries;
 - 11.3 faulty erection, installation or commissioning;
 - 11.4 failure to deliver the items to which this invoice relates caused by breakdowns in/of machinery, strikes, labour disputes, riot, civil commotions, accidents, orders or regulations of any government or authority, shortage of material, acts of God or any other causes either wholly or partly beyond UPP'S control.
12. Should the client fail to effect any payment on due date or suffer any judgement against it or being an individual be provisionally or finally or voluntarily sequestrated or being a company be placed under provisional or final liquidation or judicial management, then UPP shall be entitled forthwith, and without any notice at its option to either claim specific performance and immediate payments of all amounts due by the client in terms of this invoice, alternately to cancel the agreement between itself and the client, retain payment of all sums of money paid by the client by way of a liquidated preestimate of damages suffered by it, repossess the items to which this invoice relates without prejudice to any rights it may have to seek damages against the client arising from any of the breach situations reflected in this clause 12.
13. The client hereby consents to the jurisdiction of the Magistrate's court, notwithstanding that the matter of the quantum of the matter in question may otherwise exceed the jurisdiction of such court. UPP shall however be entitled at its sole option to institute action of any division of the Supreme Court of South Africa having jurisdiction in respect of the cause of action or in respect of the person of the client.
14. No amendment alteration or cancellation of the agreement between UPP and the client as reflected in this invoice shall be of any force or effect unless reduced to writing and signed by UPP.
15. This invoice contains all the material terms between UPP and the client, and no warranties, undertakings or representations, other than contained in this invoice shall be of force or effect.