

NEWGAS (PTY) LTD
 (Registration No. 2016/273551/07)
 66 Castle Hill
 85 Countesses Avenue
 Windsor East
 Randburg 2194



TRADE ACCOUNT APPLICATION FORM

APPLICANT NAME

TYPE OF BUSINESS

Ltd / (Pty) Ltd	Close Corporation	Partnership	Sole Proprietor	Other
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Registered Number	VAT Number
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ADDRESSES

Postal Address	Physical Address

COMMUNICATION

Telephone	Fax	Email

PRINCIPALS

Full Names	Identity Number	Home Address

BUSINESS – Please explain your business

TURNOVER & ASSETS

Turnover exceed R 1million?	Yes / No	Assets exceed R1million	Yes / No
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CREDIT REQUIRED

Average Monthly	Total Credit Limit

BANK

Bankers	Account Name (If Different)	Branch Code	Account Number

Consent is expressly given to the Applicant's Bankers and Trade Account Suppliers to provide information requested to the Company or their Credit Information Agency

TRADE EXPERIENCE

Company	Telephone	Contact	Balance

CONTACT PEOPLE

Who is responsible for ordering?

Telephone

Who is responsible for paying?

Telephone

Please attach a cancelled cheque or latest bank statement to the application and e-mail the completed application and all supporting documentation to “ admin@newgas.co.za “

TERMS AND CONDITIONS OF TRADE

The undersigned, for and on behalf of the "APPLICANT" or "CUSTOMER" named hereover, agrees to the following terms and conditions in regard to the items purchased from

NEWGAS (Pty) Ltd

Hereinafter referred to as the "COMPANY"

The Applicant appoints the address on the first page as his domicillium citandi et executandi for all purposes relating to this agreement.

All accounts are payable within 7 days except where otherwise agreed to in writing.

Each delivery is a separate contract, and upon delivery to a Customer an Invoice will be issued.

The Customer will not have the right to withhold any payment of goods delivered, against non delivery or late delivery of any other goods.

Unless goods, correctly supplied, are returned in seven days, return will not be allowed without the Company's consent and a handling charge of 10% will be levied in all cases.

All assets related to the business of gas supply such as cylinders, bulk storage containers will remain the deemed property of the Company. The Customer will be liable for any damage or loss caused by the Customer for whatever reason, at the going market value of such asset.

In the event of a dispute between the parties, the Applicant agrees that these terms and conditions shall take precedence over the Applicants terms and conditions and shall be appropriately implemented.

Should the Applicant breach any of the provisions of this contract, or any other contract with the Company, or have any of its cheques returned unpaid by its bankers, then without any prejudice to any of the other rights of the Company against the Applicant, all amounts owing by the Applicant to the Company whether or not then due and payable shall immediately become due and payable on demand.

Applicant agrees that the Company has the right of set off and shall be entitled but not obliged to use this right whenever moneys are jointly owing and due, between applicant and the Company.

The Company shall be entitled, but not obliged, to institute any legal proceedings against the Applicant in any Magistrates court having jurisdiction over it, even though the cause of action is beyond the jurisdiction of that court.

In the event of the Company instructing its agents or attorneys to recover monies from the Applicant, the Applicant shall be liable for and pay all legal costs incurred by the Company on the attorney client scale, including collection commission.

Applicant shall make payment of interest at prime overdraft rate plus 2% per month on all arrear amounts owed from due date to actual date of payment.

Applicant hereby provides the Company with permission in terms of the provisions of the National Credit Act (Act 34 of 2005) to obtain financial information from Applicant's Auditors, any information it may require from the Applicants Bankers, information it may require from the Applicants Trade Suppliers as well as to provide Trade References on it's trading performance to suppliers requesting Trade References and Industry Trade Bodies.

No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions shall affect or prejudice any of the subsequent rights of the Company, and no such matter shall be treated as any evidence of waiver of the Company rights thereunder, nor shall any waiver of a breach by Applicant of any one or more of these conditions operate as a waiver of subsequent breach thereof.

This signed at _____ on this _____ day of _____

On behalf of APPLICANT

Name	Designation	Signed
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Name	Designation	Signed
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I / We confirm that I / We are authorised to enter into this contract on behalf of the APPLICANT

Witnesses

Name	Designation	Signed
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Name	Designation	Signed
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