



Registration No. 1996/009045/07
Website: www.srt.co.za

BUSINESS CREDIT APPLICATION

Please complete this form in its entirety and submit with the following supporting documents:

1. Copy of Company Registration Documentation (COR39)
2. Copies of Directors'/Members' ID's

1. **FULL REGISTERED & TRADING NAME:**.....

.....

2. **COMPANY/CLOSE CORPORATION REGISTRATION NO:**.....

3. **VAT REGISTRATION NO.:**.....

4. **DATE OF ESTABLISHMENT OF BUSINESS:**.....

5. **POSTAL ADDRESS OF BUSINESS:**.....

.....**CODE:**.....

6. **PHYSICAL ADDRESS:**.....

.....

7. **NAME/ADDRESS OF HOLDING COMPANY:**.....

.....

initial

SRT – Gauteng Branch / Head Office

Unit 7 Northlake Business Park
52 Malcolm Moodie Crescent, Jetpark, JHB
PO Box 10144, Fonteinriet, 1464
Tel: +27 11 552 8880
Fax: +27 86 480 7570
Email: gauteng@srt.co.za

SRT - KZN Branch

27 Westmead Road, Westmead, Pinetown
PO Box 15324, Westmead, 3608
Tel: +27 31 700 4510
Fax: +27 31 700 3165
Email: kzn@srt.co.za

Directors

PL Ngqumshe PrEng. (Chairman)
JL Walstrand (Managing)
R Du Plooy (Dr) PrEng. PhD
HIJ Marais
L Moodley
D Naicker



T0226

8. TYPE OF BUSINESS:

SOLE PROPRIETOR
(PTY) LIMITED
LIMITED
C.C
PARTNERSHIP

☐
☐
☐
☐
☐

HOW LONG THE PROPRIETOR(S) OWNED THE BUSINESS.....

9. NAMES & PHYSICAL ADDRESSES OF:

SOLE PROPRIETOR
(PTY) LIMITED
LIMITED
C.C
PARTNERSHIP

☐
☐
☐
☐
☐

FULL NAME	RESIDENTIAL ADDRESS	I.D. NUMBERS
(a)		
(b)		
(c)		

10. TRADE REFERENCES: (Please supply three)

Please ensure that you supply RELEVANT references of similar magnitude and nature

NAME	ADDRESS	TELEPHONE NO.	A/C NUMBER
(a)			
(b)			
(c)			

initial

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11. PREMISES:

OWNED

☐

RENTED

IF RENTED, NAME & ADDRESS OF LANDLORD:.....

12. LIST SURETIES, CESSION OF DEBTORS, NOTARIAL BONDS, JUDGEMENTS LIQUIDATION AGAINST THE BUSINESS OR ANY OF ITS PRINCIPALS:

13. HAVE MORATORIUMS OF OFFERS OF COMPROMISE EVER BEEN MADE TO YOUR CREDITORS

14. ACCOUNTS DEPARTMENT CONTACT PERSON:.....

15. TELEPHONE NO.:.....

16. EMAIL:.....

17. CREDIT LIMIT REQUIRED: ZAR.....

18. SURETY OFFERED TO SUBSTANTIATE CREDIT LIMIT:

SIGNATURE:..... **DATE:**..... **CAPACITY:**.....

PRINT NAME:.....

WITNESS SIGNATURE:

PLEASE PRINT NAME

WITNESS SIGNATURE:

PLEASE PRINT NAME

All pages to be initialled, including
STANDARD CONDITIONS OF
AGREEMENT

initial

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19. CONSENT AND CREDIT CHECK CONDITIONS:

I/We hereby authorize **Specialised Road Technologies (Pty) Ltd** its associates and subsidiaries and/or duly appointed agents to make use of the information contained herein and to contact any person and /or trade reference named herein to determine whether or not to grant me credit facilities.

I/We hereby consent that **Specialised Road Technologies (Pty) Ltd** or any of its duly appointed agents may

1. perform a credit search on the Customer's record with one or more of the registered Credit Bureaus when assessing the Customer's application for a trade account;
2. monitor the Customer's payment behavior by researching it/his/her credit record at one or more of the Credit Bureaus;
3. use new information and data obtained from the Credit Bureaus in respect of the Customer's future credit facilities;
4. record the existence of the Customer's account with any Credit Bureau and record details of how the Customer is conducting its account under this agreement and that any defaults in payment to **Specialised Road Technologies (Pty) Ltd** may be disclosed to any Credit Bureau.

SIGNATURE:..... **DATE:**..... **CAPACITY:**.....

PRINT NAME:.....

.....
WITNESS SIGNATURE:

.....
PLEASE PRINT NAME

All pages to be initialled, including
STANDARD CONDITIONS OF
AGREEMENT

.....
WITNESS SIGNATURE:

.....
PLEASE PRINT NAME

OFFICIAL USE ONLY

Account, Terms & Credit Limit Authorised & Approved by:

Financial Executive:..... **Date:**.....

Operational Executive:..... **Date:**.....

initial

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STANDARD CONDITIONS OF AGREEMENT

Specialised Road Technologies (Pty) Ltd

<p>1. The Customer agrees that (a) this agreement represents the entire Agreement between Customer and Specialised Road Technologies (Pty) Ltd (hereinafter called SRT) and that no alterations or additions to this Agreement may be affected unless agreed upon to by both parties, reduced to writing and signed by the Customer and duly authorized to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of SRT; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or dissolutive conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by SRT and (g) these terms apply to all servants and subcontractors of SRT.</p> <p>2.1 This Agreement only becomes final and binding on receipt and written acceptance of this offer by SRT at its business address (es) in Gauteng and in KZN.</p> <p>2.2 Any order only becomes final and binding on receipt and acceptable of such order by SRT at its business address (es) per 2.1</p> <p>3. The Customer acknowledges that it does not rely on any representations made by SRT in regard to the services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by SRT in respect of the services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by SRT.</p> <p>4.1 The Customer agrees that neither SRT nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.</p> <p>4.2 It is the sole responsibility of the Customer to determine that the services ordered are suitable for the purposes of intended use.</p> <p>4.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule or requirements that work be completed earlier than agreed.</p> <p>5.1 All quotations will remain valid for a period of 30 days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.</p> <p>5.2 All quotation is subject to the availability of the services and subject to correction of good faith errors by SRT and the prices quoted re subject to any increases in the cost price of SRT before acceptance of the order.</p> <p>5.3 If the Customer disputes the amount of increases, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.</p> <p>5.4 The Customer hereby confirms that the services on any Tax invoice issued duly represent the services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.</p> <p>5. Notwithstanding the provisions of section 1 above, all orders or agreed variations to orders, in writing, shall be binding and subject to these standard conditions of Agreement and may not be cancelled.</p> <p>5.6 SRT shall be entitled in its sole discretion to split delivery / performance of the services ordered in the quantities and on the dates, it decides.</p> <p>5.7 SRT shall be entitled to invoice each delivery/performance actually made separately.</p> <p>5.8 Delivery and performance times quoted are merely estimates and are not binding on SRT.</p> <p>6.1 Services carry no guarantee and all other guarantees including common law guarantees are hereby specifically excluded. SRT has the right but not the obligation to provide the Customer with factual results of any test undertaken without any obligation to interpret or report the possible implications arising out of such a result.</p> <p>6.2 Liability under Clause 7.1 is restricted to the cost of repair or replacement of services or granting of a credit at the sole discretion of SRT.</p> <p>6.3 No claim under this Agreement shall arise unless the Customer has, within 3 days of the alleged breath or defect occurring, given SRT 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.</p> <p>6.4 To be valid, claims must be supported by the original Tax invoice.</p> <p>6.5 SRT will be entitled, at its sole discretion, to deal with any specimens in any way it sees fit, unless otherwise specified by the customer.</p> <p>7.1 Under no circumstances shall SRT be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever. The Customer accepts responsibility for</p> <p>7.1.1 the relevance of the requested services and testing;</p> <p>7.1.2 site activities directly or indirectly relating to the services</p> <p>7.1.3 the accuracy of information supplied by the Customer to SRT;</p> <p>7.1.4 obtaining timely access permission to test sites;</p> <p>7.1.5 the setting out of individual test positions;</p> <p>7.1.6 all aspects relating to the safe access to the test site and test positions;</p> <p>7.1.7 the reinstatement of ground features damaged as result of the testing operations;</p> <p>7.1.8 the subsidence of backfilled uncompact material in test holes where applicable;</p> <p>7.1.9 the disposal of excavated material if test holes are to be left open.</p> <p>7.2 Under no circumstances shall SRT be liable for any damage arising from any misuse, abuse or neglect of the services.</p> <p>8. Delivery of the services to the Customer shall take place at the place of business of SRT.</p> <p>9. The Customer agrees that the amount contained in a Tax Invoice issued by SRT shall be due and payable unconditionally, if the Customer is a Credit Approved Customer, within 30 days from the date of Tax Invoice issued by SRT.</p>	<p>10.1 The Customer has a no right to withhold payment for any reason whatsoever and agrees that no extension for payment of any nature shall be extended to the Customer and such extension will not be applicable or enforceable unless agreed to by SRT, reduced to writing and signed by the Customer, and duly authorized representative of SRT.</p> <p>10.2 The Customer is not entitled to set off any amount due by the Customer to SRT against this debt.</p> <p>10.3 All discounts shall be forfeited if payment in full is not made on the due date.</p> <p>11.1 The Customer agrees that the amount due and payable to SRT</p> <p>10.2 The Customer is not entitled to set off any amount due by the Customer to SRT against this debt.</p> <p>10.3 All discounts shall be forfeited if payment in full is not made on the due date.</p> <p>11.1 The Customer agrees that the amount due and payable to SRT may be determined and proven by a certificate issued and signed by any director or manager or member or partner of SRT, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be <i>prima facie</i> proof of the indebtedness of the Customer.</p> <p>11.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Computer Evidence Act have not been met.</p> <p>12.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed in terms of the National Credit Act on any moneys past due to SRT and that interest shall be calculated daily and compounded monthly from the acceptance of the order.</p> <p>12.2 The Customer expressly agrees that no debt owed to SRT by the customer shall become prescribed before the passing of a period of six years from the date the debt falls due.</p> <p>13. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; SRT is entitled to immediately institute action against the Customer at the sole expense of the Customer. These remedies are without prejudice to any other right SRT may be entitled to in terms of this Agreement or in law. SRT reserves its right to stop supply immediately on cancellation or non-payment.</p> <p>13.1 A credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of 10.1 (b) and all amounts then outstanding shall immediately become due and payable.</p> <p>13.2 SRT shall be entitled to with draw credit facilities at any time within its sole discretion.</p> <p>14. In the event of cancellation of the Agreement by SRT, it is entitled not to produce any unmade balance of a contract and to recover any costs sustained thereby from the Customer.</p> <p>15.1 The Customer shall be liable to SRT for all legal expenses on the attorney-and-client scale of an attorney and counsel incurred by SRT in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that SRT may demand.</p> <p>16. The Customer agrees that SRT will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.</p> <p>17. The Customer agrees that no indulgence whatsoever by SRT will affect the terms of this Agreement or any of the rights of SRT and such indulgence shall not constitute a waiver by SRT in respect of any of its rights herein. Under no circumstances will SRT be estopped from the exercising any of its rights in terms of this Agreement.</p> <p>18. The Customer hereby consents that SRT shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.</p> <p>19.1 Any document shall be deemed duly presented to and acceptable by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer, or (ii) on being delivered by hand to the Customer or any director, member or owner of the Customer, or (iii) within 48 hours if sent by overnight courier or (iv) within 7 days of being sent by e-mail.</p> <p>19.2 The Customer chooses its address for notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).</p> <p>19.3 The Customer undertakes to inform SRT in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, SRT reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.</p> <p>19.4 The Customer hereby contents to the storage and use by SRT of the personal information that it has been provided to SRT for establishing its credit rating and to SRT disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that SRT will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.</p> <p>20. The Customer agrees to the rates of SRT for any services rendered, which rates may be obtained on request.</p> <p>21. The invalidity of any part of this Agreement shall not affect the validity of any other part.</p> <p>22. Any order is subject to cancellation by SRT due to Acts of God from any cause beyond the control of SRT, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.</p> <p>23. Any order is subject to cancellation by SRT if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment is recorded against the Customer or any of its principals.</p> <p>24. The Customer agrees that SRT will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.</p> <p>25. This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in 19</p>
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YOUR COMPANY STAMP HERE

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