

**ACCOUNT APPLICATION**  
**FAX TO 086 6304015**  
**OR SCAN & MAIL TO**  
[info@basicoptical.co.za](mailto:info@basicoptical.co.za)  
**Please sent original application**  
**to us via post.**



**BASIC OPTICAL LABORATORIES**  
 CK No: 1999/015599/23 VAT No: 4590181022  
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**APPLICATION TO OPEN AN ACCOUNT INCORPORATING TERMS AND CONDITIONS OF TRADE**

We, .....[trading name of practice]  
 ("the Consumer"), hereby make application for the opening of an account with

**BASIC OPTICAL LABORATORIES CC**  
 ("the Credit Provider")

In support of the application, the following information is furnished:-

**SECTION A:** (To be completed by **ALL Applicants**)

PLEASE MARK WITH AN (X) THE RELEVANT LEGAL ENTITY UNDER WHICH YOU WILL OPERATE THE ACCOUNT

1.

COMPANY		ALSO COMPLETE SECTION B
CLOSE CORPORATION		ALSO COMPLETE SECTION B
SOLE PROPRIETOR		ALSO COMPLETE SECTION C
PARTNERSHIP		ALSO COMPLETE SECTION C
TRUST		ALSO COMPLETE SECTION D

2. A. V.A.T. Registration No.: .....
- B. Practice No.: .....
- C. Date of Commencement of Business (registration date): .....
- D. Credit Limit Required: .....

3. Postal address ..... Postal Code .....

4. Physical / trading address ("domicilium") .....

5. Telephone numbers (Bus) Area Code.....Number.....

6. Telephone Number (Cell) Area Code.....Number.....

7. Telefax number Area Code.....Number.....

8. E-mail Address .....

9. If physical address is rented, name, address & contact no. of landlord .....

10. Banking details:

- (a) Bank .....
- (b) Branch .....
- (c) Account No. ....
- (d) Account name / description .....
- (e) Year account was opened .....
- (f) If less than 3 years, previous bank & account No .....

11. Trade References

Name	Contact number	Credit terms	Credit limit

12. (a) Gross asset value, in rands ..... (b) Annual turnover, in rands .....

**SECTION B:** (Registered Company or Close Corporation)

1. Registered name of company or cc: .....
2. Registration no. of company or cc: .....

- 3. Registered address of company or cc: .....
- 4. If a subsidiary, please state name of holding company: .....
- 5. Auditors / Accounting officer
  - (a) Name: .....
  - (b) Phone number: Area Code.....Number.....
- 6. Date of latest audited financial statements .....(Day / Month / Year)
- 7. Details of directors/members

Full names	Identity number	Residential address	Home telephone number

- 8. Who represents the Company/Corporation in making this application? .....
- His / her capacity: .....

*\*Please attach copies of the certificate of registration and company / cc's latest audited financial statements.*

**SECTION C: (Partnership or Sole Proprietor)**

- 1. Details of proprietor/partners

Full names of proprietor / partners	Identity number	Residential address	Home telephone number

- 2. If partnership, who represents the partnership in making this application? .....

*\*Please attach copies of proprietor or partners' identity document(s) and the practice's bank statements for the last 3 months.*

**SECTION D: (Trust)**

- 1. Registered name of trust: .....
- 2. Registration no. of trust: .....
- 3. Auditors / Accountant
  - (a) Name: .....
  - (b) Telephone no. Area Code.....Number.....
- 4. Details of Trustees:

Full names	Identity number	Residential address	Home telephone Number

- 5. Which trustee represents the trust in making this application? .....

*\*Please attach copies of letters of authority and trust's latest audited financial statements.*

**Terms and conditions of trade:**

- (a) All purchases, whether resultant from acceptance of an order or otherwise, are subject to these terms. In the event of conflict or inconsistency between these terms and any terms which the Consumer may impose, the provisions of these terms of sale shall at all times prevail.
- (b) No amendment, variation or cancellation of these terms shall be of any force or effect unless confirmed in writing and signed by the Financial/Sales Director of the Credit Provider.

- (c) No indulgence or extension of the time which the Credit Provider may grant to the Consumer shall constitute a waiver of any of its rights.
- (d) All orders shall be deemed to be offers to purchase and acceptance thereof by the Credit Provider shall be confirmed by the despatch of the goods ordered or confirmation in writing by the Credit Provider.
- (e) Acceptance of any order by the Credit Provider is at all times subject to availability of stock.
- (f) No warranty or representation of any nature whatsoever shall be binding upon the Credit Provider unless confirmed in writing by its Financial/Sales Director.
- (g) No Guarantee or warranty by the Credit Provider as to the time of delivery is given or implied.
- (h) Where a Consumer, after acceptance of an order, requests deferred or staggered deliveries, prices may, at the discretion of the Credit Provider, be adjusted. If the Consumer is unable to accept or requests deferment of execution of orders scheduled for delivery, the Credit Provider shall be entitled to invoice for payment as if delivery had been effected, unless otherwise agreed by the Credit Provider in writing in respect of such case.
- (i) A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the Consumer, whether signed by the Consumer, an employee, an agent, a representative or nominated transporter of the Consumer.
- (j) The goods shall be deemed to have been delivered in a good condition, unless written notice of any defects is received by the Credit Provider within 7 days of delivery of the goods.
- (k) Any carrier/transporter shall be deemed to be the agent of the Consumer and the risk in the goods shall pass upon delivery to such carrier or other agent, alternatively upon direct delivery to the Consumer. Any cost of delivery and/or insurance which the Credit Provider may incur is recoverable from the Consumer.
- (l) Notwithstanding delivery of any goods to the Consumer, ownership of all goods so delivered shall not pass to the Consumer until such time as the total price of such goods has been paid.
- (m) Liability of the Credit Provider in respect of defective goods is limited to the replacement of goods proved to have been faulty when they left the premises of the Credit Provider, and the Credit Provider shall not be liable for any loss or damage, nor shall it be liable for any consequential or indirect damages or loss from whatsoever cause or howsoever arising.
- (n) No goods will be accepted by the Credit Provider for credit unless its written consent has first been obtained.
- (o) The Credit Provider will not accept cancellation of an order due to late delivery, or for any other reason whatsoever.
- (p) The standard payment terms are 30 days from date of statement and the Consumer shall not be entitled to any deduction or right of set-off, unless agreed otherwise in writing.
- (q) If any amount is not paid in accordance with the terms arranged, the Consumer shall be liable to pay interest at the rate of 2% per month on the overdue amount from due date of payment, calculated and payable monthly in advance, and if the said interest shall not be paid as aforesaid, the same shall be added to the principal sum and the whole shall form the principle debt, which shall bear interest as aforesaid.
- (r) In the event of the Credit Provider engaging the services of an attorney to collect from the Consumer any amount due by it to the Credit Provider, then and in addition to any other legal charges for which the Consumer may have become legally liable, the Consumer shall be liable to pay the costs of such attorney on the attorney and own client scale.
- (s) If any payment is in arrear, the Credit Provider may suspend further deliveries until payment is received, whether such deliveries form part of the same order or other orders, without prejudice to the right of the Credit Provider to recover all outstanding payments for goods delivered and/or to cancel the remainder of the order or orders.
- (t) Should any amount not be paid by the Consumer on the due date thereof or should any instrument given by the Consumer be dishonoured, then all amounts owing by the Consumer to the Credit Provider shall become immediately due and recoverable and/or the Credit Provider shall be entitled to retake possession of the goods delivered to the Consumer in respect of which ownership has not passed.
- (u) Credit facilities may be withdrawn at any time without prior notice and the extent and nature of such facilities shall at all times be in the sole discretion of the Credit Provider.
- (v) A certificate by the Financial/Sales Director of the Credit Provider, showing the amount due and owing to it by the Consumer at any given time, shall be sufficient prima facie proof of the facts therein stated, for the purposes of all legal proceedings against the Consumer to recover the said amount.
- (w) The Consumer consents to the jurisdiction of any Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act, for the determination of any claim which the Credit Provider may at any time have against the Consumer and which would otherwise be beyond the jurisdiction of a Magistrate's Court because of the amount of the claim. Notwithstanding the foregoing, the Credit Provider shall be entitled, in its discretion, to take any such legal proceedings in any other court of competent jurisdiction.
- (x) The Consumer nominates its address as reflected on the first page hereof as its *domicilium citandi et executandi* for the service upon it of all notices and processes in connection with any claim for any sum due to the Credit Provider.
- (y) The Consumer hereby irrevocably cedes, pledges, assigns, transfers and makes over unto and in favour of the Credit Provider, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and howsoever arising which the Consumer may in the past, or now, or at any time hereafter have against all and any persons, companies, corporations, partnerships and other legal personae as continuing covering security for the due payment of every sum of money which may in the past, or now, or at any time hereafter be or become owing by the Consumer to the Credit Provider from whatsoever cause/s arising and for the due performance of every other obligations howsoever arising which the Consumer may be or become bound to perform in favour of the Credit Provider, it being acknowledged that this Cession is a cession *in securitatum debiti* and is not an out and out cession. Should it transpire that the Consumer entered into prior deed/s of cession, then this Cession shall operate as a cession of all the Consumer's reversionary rights.
- (z) This account application shall only be processed upon the execution of the annexed Deed of Suretyship by the Consumer's director/member/partner/trustee.

I/We have read and understood and hereby accept the above conditions and do hereby warrant that all information recorded in this application is true and correct, that I/we sign of my/our own free will and with full knowledge of the contents hereof and that I/we are duly authorised in doing so. I/we do hereby give our/my express consent to Basic Optical Laboratories CC to access and use our/my credit information held by a credit bureau for the purpose of applying for credit.

**COMPANY STAMP:**

**SIGNATURE**

Place:.....  
Date:.....

\_\_\_\_\_  
For and on behalf of the Consumer  
Full name of signatory: .....  
Capacity/Designation:.....

**Suretyship:**

I/We, the undersigned,

1. \_\_\_\_\_

2. \_\_\_\_\_

do hereby bind myself/ourselves jointly and severally unto and in favour of

BASIC OPTICAL LABORATORIES CC  
(hereinafter called "the Creditor")

as surety/ies for and co-principal debtor/s in solidum with

the above mentioned \_\_\_\_\_ [trading name of practice] (hereinafter called "the Debtor")

for the payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor arising from goods sold and delivered and/or services rendered by the Creditor to the Debtor and/or arising from any claims which the Creditor may have against the Debtor in pursuance of transactions concluded between the Creditor and the Debtor and for the due performance of every other obligation, howsoever arising, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I/We, hereby agree:

1. That these presents shall establish a continuing covering liability on my/our part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all the intents and purposes of these presents, including sequestration, surrender, winding up and judicial management) or legal disability of the Debtor or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditor will have agreed in writing to cancel these presents.
2. That these presents shall be and remain binding on the other or others of us, notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or part on any one or more of us.
3. That without restricting the generality of anything herein before contained my/our joint liability hereunder shall be limited to the principal sum of any indebtedness of Debtor to the Creditor, but shall also cover all other amounts making up the indebtedness, including, in particular, interest, commissions, stamps and other charges.
4. That it shall at all times be in the discretion of the Creditor to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor.
5. That all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me/us.
6. That no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditor to the Debtor or to any one or more of us or to any other surety/ies for and/or co-principal debtor/s with the Debtor, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me/us or the other/s of us, as the case may be from liability hereunder in solidum.
7. That each of us shall be bound in solidum in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms of hereof.
8. I/We renounce the benefits of the legal exceptions, "excussio", "division", cession of action", "non causa debiti", "no value received", "revision of accounts", and "de doubus val pluribus debendi" with the full meaning and effect wherefore I/We declare myself/ourselves to be acquainted.
9. I/We hereby cede, assign, transfer and make over unto and in favour of the Creditor my/our claims and/or entire loan account against the Debtor until all amounts owing by the Debtor to the Creditor have been paid in full.
10. In terms of Section 45 of the Magistrate's Court Act 1944, I/We hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me/us or any one or more of us by the Creditor. It shall nevertheless be entirely within the discretion of the Creditor as to whether to proceed against me/us in such magistrate's Court or any other Court having jurisdiction.
11. I/We hereby choose domicilium citandi et executandi for all purposes arising out of these presents at:

\_\_\_\_\_ [physical address]

THUS DONE AND SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,

in the presence of the undersigned witnesses

**Sureties**

1. \_\_\_\_\_  
(Signature)
2. \_\_\_\_\_  
(Signature)

**Witnesses**

1. \_\_\_\_\_  
(Signature)
2. \_\_\_\_\_  
(Signature)

**OFFICE USE ONLY**

Approved:.....

Credit Limit:.....

Account Number:.....

