



DIMONDS AND GOLDEN CHARIOT (PTY) LTD - Reg No:2015/432160/07 t/a CLOUDCON

Tel: +27 (0) 72-147-5870 or +27 (0) 71 191 1667

Cloudcon e-mail: info@cloudcons.co.za

Vat number: 4680294727

Website: <https://cloudcons.co.za/>

LIMPOPO
MPUMALANGA
GAUTENG | K-Z-N

CREDIT APPLICATION CHECK LIST

Please ensure the following documentation is attached to the application

- 1 Company / CK documents / Trust deed
- 2 Certified copies of all members / directors ID's
- 3 Company letterhead
- 4 Bank confirming bank letter
- 5 Vat Certificate or Tax Clearance
- 6 Proof of physical address

The credit application must be initialed and signed by the directors / members.

The completed original credit application form must be returned to our offices together with the supporting documents.

Incomplete credit applications will not be processed.



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CLOUDCON

LIMPOPO | MPUMALANGA | GAUTENG
K-Z-N (SOUTH AFRICA)

FORM CREDIT APPLICATION

1 PARTICULARS OF APPLICANT

Status of Applicant (Please mark with X)

<input type="checkbox"/> Public Company (Ltd)	<input type="checkbox"/> Private Company (Pty) Ltd	<input type="checkbox"/> Close Corporation (CC)	COMPLETE SECT A & C - G
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor/Trader	COMPLETE SECTION B & C - G	<input type="checkbox"/> Trust COMPLETE SECT A & C - G

A: PARTICULARS OF PUBLIC COMPANY, PRIVATE COMPANY OR CLOSE CORPORATION

Registered Name _____

Registered Number _____ Date & Place of Incorporation _____

Registered Address: Physical _____ Postal address _____

Address of Main Place of Business: Physical _____ Postal address _____

_____ Nature of Business _____

_____ Fax _____ Website _____

Email: Procurement _____ Name: _____

Email: Accounts _____ Name: _____

Trading Name _____

Tel _____

PARTICULARS OF DIRECTORS/MEMBERS

1 Full Name/s	_____	ID No	_____
Residential Address: Physical	_____	Postal	_____
_____		_____	
Tel	_____	Fax	_____
_____		Cell	_____
2 Full Name/s	_____	ID No	_____
Residential Address: Physical	_____	Postal	_____
_____		_____	
Tel	_____	Fax	_____
_____		Cell	_____
3 Full Name/s	_____	ID No	_____
Residential Address: Physical	_____	Postal	_____
_____		_____	
Tel	_____	Fax	_____
_____		Cell	_____

B: PARTICULARS OF PARTNERSHIP OR SOLE PROPRIETORSHIP/TRADER

Trading Name	_____	Date Commenced Business	_____
Registered Address: Physical	_____	Postal address	_____
_____		_____	
_____		Email	_____
_____		Fax	_____
_____		Website	_____
Email: Procurement	_____	Name:	_____
_____		Name:	_____
Nature of Business _____			
Cell _____			
Tel _____			
Email: Accounts _____			

PARTICULARS OF PARTNERS / PROPRIETOR

1 Full Name/s	ID No
Residential Address: Physical	_____

Postal _____

_____ Fax _____ Cell _____

2 Full Name/s _____ ID No _____

Residential Address: Physical _____

Postal _____

Tel _____

Tel _____ Fax _____ Cell _____

C: PARTICULARS OF AUDITOR / ACCOUNTANTS

Name _____

Address _____ Tel _____

_____ Ref _____

D: PARTICULARS OF BANKERS

Account Name _____

Bank _____ Branch name _____ Account No _____

Ref / Bank Code _____

E: PARTICULARS OF LANDLORD

Name _____ Tel _____ Ref _____

F: TRADE REFERENCES:

Name _____	Tel _____
Name _____	Tel _____
Name _____	Tel _____
Name _____	Tel _____
Name _____	Tel _____

G: VAT PARTICULARS

Registered as VAT vendor (mark with X) ☐ YES ☐ NO

VAT Registration Number _____ Estimated Credit Required R

2 ACKNOWLEDGEMENT

- 2.1 **Recordal** - For Cases of reference DIMONDS AND GOLDEN CHARIOT (PTY) LTD - Reg No:2015/432160/07 t/a CLOUDCON shall be referred to as the **supplier**.
- 2.2 **Authorized Signatory/ies** - I/We the undersigned, hereby warrant that I/We are authorized to sign this application on behalf of and thus bind the applicant to the terms hereof and warrant that the information therein contained is true and correct.
- 2.3 **Granting of Credit** - Any credit granted in terms and pursuant to the provisions herein, are at the sole discretion of the supplier and who shall be entitled to withdraw or suspend any credit facility afforded the applicant at any time and at it's sole discretion and in which event all outstanding amounts shall, upon notice directed to the applicant, become due and payable to the supplier. In the event of the applicant being provisionally or finally liquidated/sequestered or in the event of a compromise being entered into with any of the applicants creditors, then in such cases, all amounts outstanding shall in any event become immediately due and payable to the the Supplier.
- 2.4 **Reservation of Ownership** - Notwithstanding the granting of credit and/or the sale and/or delivery of goods to the applicant, ownership in such goods shall remain vested in the supplier until full payment has been received therefore from the applicant.

- 2.5 **Change of Address** - The applicant undertakes to inform the supplier immediately of any changes of address or status by way of pre-paid registered mail or by way of telefax addressed to the suppliers chosen domicilium citandi et executandi referred to on the letterhead above.
- 2.6 **Breach** - in the event of the applicant failing to comply timeously with all or any terms or conditions contained herein, resulting in any legal action or any other action being taken at the option of the supplier, to enforce compliance with the terms hereof. The applicant shall be liable for all or any costs incurred or involved including but not limited to tracing costs and legal costs on a scale as between attorney and own client.
- 2.7 **Jurisdiction** - The applicant consents to the jurisdiction of the Magistrate's Court in respect of all amounts or causes of action arising out of any agreement with the supplier, notwithstanding the fact that the sum claimed may exceed the jurisdiction of such court.
- 2.8 **Domicilium citandi et executandi** - The applicant appoints as his/her/its domicilium citandi et executandi for all purposes which may arise in terms hereof any one or more of the addresses at the option of the supplier, referred to above.
- 2.9 **Non-variation** - No amendment variation or cancellation of any terms herein contained, or any concessions made by the Supplier to the Applicant shall be of any legal force unless it shall be reduced to writing and signed for and on behalf of both the supplier and the Applicant
- 2.10 **Surety and Co-principal Debtor** - The signatory hereto hereby binds himself/herself/themselves in his/her/their private and individual capacities as surety/ties and Co-principal Debtor/s in solidum with the applicant to the supplier in terms hereof. The surety hereby, insofar as may be applicable renounces the benefits of excussions, division and cession of action, non cause debit, errora calculi, revision of accounts and no value received
The supplier reserves the right to call upon any additional person/s to bind themselves as sureties and/or co-principal Debtors as and when required as a condition to providing credit.
- 2.11 **Access to information** - The Applicant hereby irrevocably authorizes its Bankers, Auditors and Trader Referrals to provide to the supplier with such information as it may require.
- 2.12 **Payment terms and Interest on arrears** - Subject to the other terms and conditions herein contained, payment shall be made by the Applicant to the Supplier within 30 days as of date of delivery without deduction or set off for any reason whatever. Any arrear amounts not paid on due date shall bear interest and be payable by the Applicant to the Supplier at a rate equal to 2% above the bank rate, from time to time, calculated and compounded monthly in advance.
- 2.13 **Standard Conditions of Sale** - Any credit afforded and/or sales concluded shall always be subject to the standard conditions of sale as referred to hereunder.

Date:

Authorized Signatory/ies

For and on behalf of Applicant and as Surety/co-principal Debtor

Names of Signatory/ies

Authorized Signatory/ies

For and on behalf of Applicant and as Surety/co-principal Debtor

Names of Signatory/ies

STANDARD CONDITIONS OF SALE:

- 1 Where the Supplier undertakes to supply goods to the Applicants premises, delivery and passing of risk shall be deemed to have taken place upon unloading of goods at the destination thereof and the applicant is responsible for taking delivery and unloading. In the case of goods supplied F.C.R. the suppliers premises, all risks will be on the purchaser in respect of such goods immediately on delivery to the South African Transport Services or other transport contractors who shall be deemed to be the agents of the Applicant for the purpose of acceptance of delivery.
- 2 Risk in the goods shall pass on deliver but ownership of all goods sold remains vested in the supplier until monies owing to it shall have been paid in full. All such goods whether affixed to immovable property or to other goods shall be deemed to remain movable property and severable without injury to such immovable property or other goods. The supplier reserves the right to inform the end user or the owner of the premises in which any goods are installed of it's claim of ownership. A signed delivery note being *prima facie* proof that the goods referred to therein have been delivered.

- 3 The applicant shall not return goods for any reason without securing primary written agreement. Should the supplier agree to accept the return of any goods for credit, the applicant shall be liable to pay the supplier a handling charge of 10% on the invoiced price of the goods so returned. No claim in respect of short deliveries will be entertained by the Supplier unless the Supplier is notified in writing of such short delivery on the document (Proof of Delivery) presented to the Applicant with the goods for signature and returned to the supplier.
- 4 The Supplier undertakes that goods supplied will conform to specifications and/or requirements specifically agreed to by it in writing. In the event of the goods not being in accordance with specifications the Sellers liability shall be limited to the replacement of such goods only. The Supplier will not be liable for any consequential loss whatsoever. Should any cause whatsoever beyond the control of the Supplier prevent the performance of any of it's obligations the Supplier at its option shall be entitled to cancel or suspend performance of it's obligations hereunder without being liable for any loss or damage, consequential or otherwise, resulting from such cancellation or suspension. The onus shall be on the Applicant to obtain from the Supplier fixing for fitting instruction manuals or literature should the Applicant be in any doubt with regard thereto.
- 5 All goods supplied will be supplied at the supplier ordinary/usual price unless agreed to otherwise in writing. 6

Solar products do not fall under the credit facility and are strictly COD

CONSENT TO CREDIT CHECK

I Hereby give permission
(Full Name)

to DIMONDS AND GOLDEN CHARIOT (PTY) LTD -t/a CLOUDCON a credit check for

..... As per attached credit application.
(Name of Applicant / Business)

Signed:

Designation:

Date:

FOR OFFICE USE ONLY - AUTHORIZATION OF CREDIT FACILITIES APPLICATION.

REPRESENTATIVE'S REPORT _____ DATE: _____

CREDIT CONTROLLERDATE: _____

MANAGING DIRECTORDATE: _____

AUTHORIZED CREDIT _____ LIMITDATE: _____

SALES REPRESENTATIVE ONLINE SALES

PERMISSION FOR THE PROCESSING OF PERSONAL INFORMATION

For the purposes of this permission, the words Personal Information, Data Subject, Processing, Responsible Party and Operator will bear the same meaning as defined in the Protection of Personal Information Act, 4 of 2013 (POPIA).

I _____ (full Name and Surname), the duly authorised representative of _____ registration number:

(hereinafter referred to as "the Company"), hereby voluntarily consents to DIMONDS AND GOLDEN CHARIOT (PTY) LTD - (hereinafter referred to as "CLOUDCON"), to process Personal Information of the Company for the lawful business purposes, operations or activities of CLOUDCON. The type of information will depend on the purpose for which it is collected and will be processed only for that purpose.

All Personal Information will, as far as possible, be processed by CLOUDCON (as the Responsible Party), but the Company gives permission that CLOUDCON may instruct other organisations to provide support services as Service Providers or Operators to CLOUDCON and CLOUDCON are hereby authorised by the Company to allow such Service Providers and Operators access to the Company's Personal Information to process the Personal Information for the purposes of such support services. CLOUDCON will bind Service Providers to its privacy policy insofar as it accesses the Company's Personal Information.

Purpose for which Personal Information is processed:

We want to make sure that you understand how and for what purpose we may process your Personal Information.

We collect, hold, use and disclose your Personal Information primarily to give you access to CLOUDCON's range of services and products available to you. We will only process your Personal Information for a purpose that you would reasonably expect, including to:

- ☐ Provide you with advice, products and services that meet your request;
- ☐ Verify your identity and to check credit references;
- ☐ Arrange, conduct and manage logistical services;
- ☐ Process documentation required for import and export purposes;
- ☐ Inform you of new products or developments that may be of interest to you;
- ☐ Confirm, verify or update your details;
- ☐ Make or receive payment for services or goods provided;

You have the following rights:

- ☐ The right to amend your Personal Information.
- ☐ The right to withdraw this consent at any time by written notice.

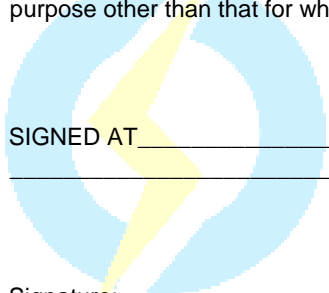
If you believe that your Personal Information is not being processed correctly, or that your information is being used for a purpose other than that for which it was originally intended, you may contact our Information Officer at: Info@cloudcons.co.za

SIGNED AT _____ THIS _____ DAY OF _____ 20____

Signature:

Name:

Position:

 CLOUD CON
ELECTRICAL - BUILDING - PUMPS - PLANT HIRE & GENERAL SUPPLY