



(CM 502 Credit assessment, Amendment 11 (2011-09-12))

SAINT-GOBAIN CONSTRUCTION PRODUCTS SA (PTY) LTD

(Reg. No.1937/010220/07)

Gyproc, Isover, Weber and PAM division

&

DONN PRODUCTS (PTY) LIMITED

(Reg. No.1937/010220/07)

CREDIT ASSESSMENT

*Once these forms have been completed please contact the Sales Representative to collect
Accounts can not be actioned on faxed copies*

CONFIDENTIAL

CREDIT ASSESSMENT



(Please tick applicable box above)

REG. NAME
T/AS
POSTAL
ADDRESS

A/C NO.

POSTAL CODE

STREET
ADDRESS

POSTAL CODE

TEL. NO.
FAX NO.

CELL NO.

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VAT REG NO

E-MAIL

REG. NO.

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(LATEST AUDITED FINANCIAL STATEMENTS TO BE SUBMITTED WITH APPLICATION FOR CREDIT)

COMPANY / CLOSE CORPORATION / PARTNERSHIP / SOLE TRADER (delete which is not applicable)

ESTABLISHED SINCE _____

DIRECTORS / OWNERS (Full Names)

HOME ADDRESS

I.D. NO.

% SHARE

DIRECTORS / OWNERS (Full Names)	HOME ADDRESS	I.D. NO.	% SHARE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SHARE CAPITAL R _____ DIRECTORS' LOAN ACCOUNTS R _____

DATE OF LAST AUDITED ACCOUNTS _____ AUDITORS _____

BUYER _____ PERSON HANDLING ACCOUNTS _____

TRADE CLASSIFICATION _____ ASSOCIATED COMPANY _____

HAVE DIRECTORS / OWNERS EVER BEEN INVOLVED WITH ANY OTHER PRESENT OR PREVIOUS SAINT-GOBAIN CONSTRUCTION PRODUCTS SA (PTY) LTD OR DONN PRODUCTS (PTY) LTD CUSTOMER **YES / NO?**

IF YES - NAME/S OF DIRECTOR/S / OWNER/S _____ OTHER CUSTOMER/S _____

HAVE DIRECTORS EVER BEEN INSOLVENT OR ON THE BOARD OF A COMPANY THAT WENT INTO LIQUIDATION **YES / NO?**

IF YES NAMES OF DIRECTOR/S _____ NAME OF COMPANY _____

REFERENCES - cancelled cheque to be attached

BANKER _____ BRANCH _____ CODE _____ ACCOUNT NO. _____

LANDLORD'S NAME _____ TEL NO. _____ ADDRESS _____

SUPPLIER NAME _____ **TEL NO** _____

- 1. _____ R _____ p.m. _____ days _____
- 2. _____ R _____ p.m. _____ days _____
- 3. _____ R _____ p.m. _____ days _____
- 4. _____ R _____ p.m. _____ days _____

CREDIT LIMIT REQUIRED - R _____ (Based on 2.5 months purchases)

I / WE _____ hereby apply to open a credit account with SAINT-GOBAIN CONSTRUCTION PRODUCTS SA (PTY) LTD OR DONN PRODUCTS (PTY) LTD on a strictly 30 day basis, and acknowledge that I / we have read and agreed to the standard terms and conditions of sale printed on the reverse hereof.

SIGNED _____ DESIGNATION _____ DATE _____

OFFICE USE ONLY

REFERRED BY: _____ DATE _____

HAS CUSTOMER PREVIOUSLY PURCHASED ON A CASH BASIS: YES / NO IF "YES" - VALUE OF PURCHASES OVER PREVIOUS 6

MONTHS R _____ NO. OF ORDERS _____ NATURE OF BUSINESS _____

PREMISES: _____ PLEDGE OF DEBTORS YES / NO PERSONAL GUARANTEE YES / NO

APPROVED BY:

FD/FM _____ CEO Gyproc/Donn _____ CEO Weber _____ CEO ISOVER _____ CEO PAM _____

CREDIT LIMIT

CONDITIONS OF SALE

Saint-Gobain Construction Products (Pty) Ltd; Gyproc; Weber; Isover – A Division of Saint-Gobain Construction Products & Donn Products (Pty) Ltd

(Hereinafter referred to as "the Creditor")

The undermentioned conditions of sale shall govern all dealings whether for cash or credit between the Creditor and the Purchaser for Credit Facilities reflected overleaf (hereinafter referred to as "the Purchaser") and shall prevail notwithstanding any terms, conditions or stipulations contained in the Purchaser's order or elsewhere that may be in conflict herewith.

1. ORDERS

- (a) Orders shall be executed at the discretion of the Creditor and the mere receipt by the Creditor of an order shall not oblige the Creditor to supply or sell the goods ordered to the Purchaser.
- (b) All conditions, terms or stipulations contained in the Purchaser's order which are in conflict with the Conditions of Sale of the Creditor shall be deemed to be *pro non scripto* and the execution of such an order by the Creditor shall not have the effect of binding the Creditor to such conflicting conditions, terms or stipulations.

2. QUANTITIES

- (a) All orders not in full package quantities will be despatched to the next higher full package.
- (b) Non-standard items may be subject to a possible 5 percent over or under run and purchasers should therefore make allowances for such eventualities. Over runs will be chargeable.

3. PRICES

- (a) All quoted prices and printed price lists are subject to alteration without prior notification to the Purchaser.
- (b) Possession of a Price List by the Purchaser shall not be construed as an offer by the Creditor to sell the goods listed at the prices stated.
- (c) All goods will be invoiced at the ruling prices as reflected in the Creditor's price list as at the date of despatch.
- (d) Price Lists and quoted prices are based on the full quantities and standard sizes specified in such lists and any variation in quantity, size, specification or other variation requested by the Purchaser shall entitle the Creditor to adjust the prices at its discretion and such adjusted prices shall be binding on and shall be deemed to have been accepted by the Purchaser as the Creditor's usual, alternatively fair and reasonable prices for the goods sold.
- (e) Quotations for special items and conditions must be accepted in writing within 30 days from the official quotation and must refer to the Creditor's contract number when placing the order.
- (f) Should the Creditor at any time agree to grant any discount off its list prices, such discount is only granted on the basis that the Creditor reserves the right to withdraw the discount at any time and at its sole discretion.

4. PAYMENT TERMS

- (a) The decision whether or not to grant credit facilities to the Purchaser and the extent of such facilities shall be taken solely at the discretion of the Creditor and any credit facilities granted, may be revoked or reduced by the Creditor at any time without notice.
- (b) Where credit is provided, the Purchaser undertakes to provide the Creditor with copies of its most recent financial statements at any time that the Creditor requests copies of such financial statements.
- (c) Payment shall be made in cash or by bank guaranteed cheque with order, unless credit facilities have been granted by the Creditor and are in force, in which event payment shall be made no later than 37 days after date of statement.
- (d) Payment will be deemed to have been made only when the amount of the payment is correctly reflected as a credit in the banking account of the Creditor and provided that the amount is in fact paid.
- (e) Notwithstanding the fact that a number of separate deliveries may constitute one order, each delivery shall be invoiced on despatch thereof and each invoice shall be deemed to be a separate account and shall be payable accordingly.
- (f) Provided that credit facilities have been granted to the Purchaser and are in force, in the event that the Purchaser makes payment in respect of an invoice on or before the last day of the month following the month in which that invoice was issued, it shall be entitled to a settlement discount of 2.5%.
- (g) Accounts could be placed on "stop supplies" in the event that payment is made more than 37 days after the date of statement.
- (h) In the event of the Purchaser defaulting on any payment due and/or failing to make any payment timeously and/or committing any act of insolvency and/or assigning or surrendering his/its rights and/or suffering any default judgment against him/it which remains unsatisfied for more than 14 days and/or being sequestrated, liquidated or placed under judicial management or otherwise wound up, whether provisionally or finally and/or entering into any compromise with any of his/its s, then the Creditor shall have the right, without prejudice to any other rights which it may have at law or in terms of this Agreement, to discontinue supplies and to claim immediate payment of any and all amounts outstanding whether or not payment of such amounts would otherwise be due and owing, together with costs and interest as set out hereunder which may have accrued on such amount and which amount shall in such event immediately become fully due, owing and payable.
- (i) In the event of the Purchaser failing to make payment of any amount owing to the Creditor on the due date for such payment, the Purchaser shall, in addition to such amount, pay to the Creditor interest thereon from due date to date of payment calculated at a rate equivalent to the prime overdraft rate charged by Standard Bank, Rivonia/Germiston, from time to time.
- (j) A certificate signed by any manager or director of the Creditor stating the Purchaser's indebtedness, including interest, as at the given date shall be *prima facie* proof of the amount and validity of such indebtedness for the purpose of all legal proceedings instituted by the Creditor against the Purchaser.
- (k) Ownership of the goods sold shall only pass to the Purchaser on receipt by the Creditor of all amounts owing by the Purchaser to the Creditor, whether arising from such sale or from any other transaction. Prior to payment of the aforesaid amount, ownership of the goods shall continue to vest in the Creditor.
- (l) If the account is inactive for a continuous period in excess of six months, it will automatically be reviewed, and may after consultation, be closed.
- (m) In the event of the Purchaser failing to make payment within 37 days for more than three consecutive periods, or six periods in any year, without prior arrangements, the account will automatically be reviewed and may be closed.
- (n) Payment, shall only be deemed to have been effected when received in cash at the Creditor's principal place of business, alternatively when any cheque sent to the Creditor is received by the Creditor, deposited and then honoured. Save as aforesaid:-
 - (i) Should the Purchaser elect to use the postal services for payment, it does so at its own risk and the theft of such payment and/or its failure to arrive timeously falls on it, and;
 - (ii) No indulgence granted by the Creditor, and no acceptance of payment by the Creditor other than in the form as prescribed above shall constitute a waiver or a negation by the Creditor of its rights in terms hereof.

5. CONSENT TO CREDIT CHECKING

The Purchaser hereby acknowledges and agrees that:

- (a) The Creditor may carry out a credit check with one or more licensed credit agencies, which will retain a record of that search.
- (b) In the event of this account going into default, relevant details will be recorded with a credit agency. Such recorded information may be used by other lenders in assessing any application for credit by the Purchaser and members of the Purchaser's household, and for occasional debt tracing and fraud prevention purposes.
- (c) The existence of this account may be recorded with a credit agency.
- (d) Details of how the account is conducted by the Purchaser will be recorded with a credit agency and may be shared with other lenders for the purpose of assessing further applications for credit by the Purchaser and members of the Purchaser's household, and for occasional debt tracing and fraud prevention purposes.

- (e) The company may search the files of a credit agency, which will keep a record of that search.
- (f) This information may be used by the Creditor in assessing future credit applications by the Purchaser and members of his household, and for occasional debt tracing and fraud prevention.
- (g) Where this account is in arrears, or any outstanding sum is not liquidated in full on due date, the Creditor is hereby irrevocably authorised, without further reference or notice to the Purchaser to disclose such arrears or failure to a credit bureau.

6. DELIVERY

- (a) Unless otherwise specified, goods will be delivered as soon as possible after receipt of order, however, orders are accepted subject to delays due to availability of labour and/or materials or other causes beyond the Creditor's control and no liability whatsoever shall attach to the Creditor for failure to deliver the goods on due date.
- (b) Time of delivery and availability are subject to alteration without prior notice.
- (c) The Creditor shall not be liable for any damage or discrepancy of any nature upon delivery of the goods by its own transport, unless the delivery note is qualified and endorsed by the Purchaser or its duly authorised agent accordingly giving full details of such damage or discrepancy. Failing such qualification and endorsement the Purchaser shall take full responsibility for any damage or discrepancy regardless of whether or not the relevant delivery note is signed on behalf of the Purchaser. Where delivery notes are endorsed "not checked" or words to that effect, the Purchaser shall take full responsibility for any damage or discrepancy unless full written details of any damage or discrepancy reach the Creditor with 24 hours of the time of delivery.
- (d) The Creditor shall not be liable for any damage of any nature when goods have been transported by carriers other than its own transport.
- (e) It is specifically recorded that all risks in and to the goods shall pass to the Purchaser on delivery.
- (f) The Creditor will not accept return of any goods unless by prior written consent and a 10% handling charge will be levied on returns.
- (g) All goods are sold "voetstoots" and not complaint relating to the quality of the goods will be considered by the Creditor unless the Creditor has been notified of such complaints immediately upon delivery of the goods and full written details reach the Creditor within 7 days of delivery.
- (h) The Creditor shall not be liable for damages, whether direct or indirect, consequential or otherwise as the result of any defect in the goods or delay in delivery or arising from any cause whatsoever.

7. CARRIAGE

- (a) Prices quoted to the Purchaser do not include delivery or carriage charges.
- (b) When material is collected by the Purchaser from the Creditor the risk in and to the goods shall pass to the Purchaser on collection thereof.
- (c) Where delivery and/or carriage is arranged by the Creditor, the mode of transport shall be at its option and may be either:
 - (i) by rail transport to the address stated on the Purchaser's order, and subject to the railway's conditions and charges which will be payable by the Purchaser; or
 - (ii) by road transport to the address stated on the Purchaser's order and which charges will be payable by the Purchaser; or
 - (iii) by sea route, if appropriate, and which charges will be payable by the Purchaser.
- (d) The goods will be deemed to have been delivered when handed to a carrier in the usual course for conveyance.
- (e) All costs of delivery shall be payable by the Purchaser.
- (f) Off-loading of the goods from the Creditor road vehicles shall not exceed 4 hours and, in the event that this time period is exceeded, then demurrage will be charged to the Purchaser at the effective rate.
- (g) Selection of the carrier shall be at the Creditor's discretion.
- (h) No transport discount will be allowed on material collected from the Creditor's works, unless otherwise specified.

8. INSURANCE

Unless advised to the contrary, all goods delivered by the Creditor whether by rail, road or sea, will be insured and the costs of such insurance shall be for the Purchaser's account and shall be charged at the usual rate charged by the insurance company concerned at the relevant time.

9. PURCHASER'S BUSINESS

Should the Purchaser change its name or dispose of the business to a third party at any time:

- (a) the Purchaser undertakes to notify the Creditor in writing of the change of name, alternatively the name and address of the third party to whom the business has been disposed as the case may be, and
- (b) the rights, terms and conditions as contained in this document shall be binding on the Purchaser notwithstanding the disposal of the business to the third party until such time as the third party has assumed the liabilities of the Purchaser towards the Creditor in a manner acceptable to the Creditor.

10. ATTORNEY CLIENT COSTS

In the event of any action being instituted by the Creditor against the Purchaser, the Purchaser agrees to pay any and all legal costs incurred by the Creditor, including all costs on the scale as between attorney and own client, collection commission, tracing costs and all other ancillary charges or expenses relating to such action.

11. DOMICILIUM CITANDI ET EXECUTANDI

The Purchaser chooses as its *domicilium citandi et executandi* for all purposes hereunder the physical address of the trading entity appearing on the face of the credit assessment form on the reverse hereof.

12. MAGISTRATE'S COURT JURISDICTION

The Purchaser by its signature hereto hereby irrevocably consents to the jurisdiction of the magistrate's court notwithstanding the fact that the amount being claimed by the Creditor may otherwise exceed the jurisdiction of the Magistrates Court. The Creditor shall, however, not be obliged to proceed in the Magistrates Court and shall at its election be entitled to proceed in any other competent court having jurisdiction.

13. No warranties, representations or guarantees have been made by the Creditor or on its behalf which may have induced the Purchaser and/or the surety to sign this document.
14. The signatory/ies hereby renounce the benefits of excussion, division and revision of accounts and acknowledge that I/we are fully aware of the meaning and effect of such renunciations.
15. The signatory/ies further bind himself/themselves jointly and severally as surety and co-principal debtor in solidum with the Purchaser unto and in favour of the Creditor, its order or assigns, for the due performance by the Purchaser for all its obligations to the Creditor as set out in the Personal surety attached hereto.

WE ACKNOWLEDGE HAVING READ THE ABOVE TERMS AND CONDITIONS, AND WITHOUT LIMITING THE GENERALITY THEREOF, ESPECIALLY CLAUSE 15, AND AGREE TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS REFER TO ANY ONE OR ALL OF THE CREDITORS AS THE CASE MAY BE.

ACCEPTED BY:

FULL NAME (NO. 1):

SIGNATURE:

DATE:

Date: April 2010