



UNIVERSAL TISSUE (PTY) LTD

Reg. No.: 2001/001158/07

Vat No. 4650195680

P.O. Box 1405, Heidelberg, Gauteng, 1438 R.S.A.

13 Albert Street, Heidelberg, 1441

Tel: 016 341 6396 Fax: 016 341 6386

**Manufacturers of Tissue Paper Products, Tidy Wipes, Garage Rolls
Facial Tissue and Serviettes**

APPLICATION TO OPEN CREDIT ACCOUNT

TO BE COMPLETED BY APPLICANT (BLOCK LETTERS)

- 1.1 Applicant to attach a cancelled copy of its letterhead.
- 1.2 Name of Company/Firm/Partnership (Applicant)
Trading Name of Applicant
If a company, its registered address
Company of close Corporation Registration No.
- 1.3 Postal Address
Postal Address for Accounts
Address of Holding Company (if any)
Delivery Address
- 1.4 Telephone No Mobile No..... E-mail:
- 1.5 Bankers (Name and Branch) Account No.
- 1.6 Full Names of Directors, Proprietor, Partners:
Name Residential Address ID No/Date of Birth
.....
.....
- 1.7 Date of Registration and Registration Number of company/Establishment of Business
- 1.8 VAT No
- 1.9 Name of Business of Applicant
- 1.10 Type of Business and Industries served
- 1.11 Credit Limit required
- 1.12 Payment Terms 30 days Nett.
- 1.13 References (at least two)
Name Telephone No.
.....
.....
- 1.14 Auditors (Name and Address)
- 1.15 Are Audited Financial Statements available for inspection/Are Details of Issued Share Capital and Directors,
Proprietor of Partners Loan Accounts Available?
.....
- 1.17 The Applicant hereby agrees that this Application and Conditions of Purchase and Sale shall become effective
immediately upon acceptance by Universal Tissue (Pty) Ltd.
- 1.18 The Applicant acknowledges that he has read and agrees to the Standard Conditions of Sale which forms part of
this application to open a credit account and which appears on the reverse side of this form.

WITNESS
NAME

WITNESS
SIGNATURE.....

.....
SIGNATURE OF RESPONSIBLE OFFICIAL WHO WARRANTS HIS AUTHORITY
TO SIGN THIS CONTRACT ON BEHALF OF THE APPLICANT
.....
NAME AND DESIGNATION OF ABOVE SIGNATORY

OFFICIAL USE ONLY

APPLICATION ACCEPTED BY AT..... ON THIS DAY OF..... 20

WITNESS
NAME SIGNATURE

STANDARD CONDITIONS OF SALE

- 2.1 Applicant undertakes to notify Universal Tissue (Pty) Ltd forthwith in writing of any change of address. The Applicant chooses as its domicilium citande et executandi for all purposes in its registered office as at the date when action is instituted as registered in the office of the Registrar of Companies, and in the case of a company/cc at case of an individual or partnership the place of business of such an individual or partnership to which the initial order was delivered by Universal Tissue (Pty) Ltd
- 2.1.1 Applicant agrees to notify Universal Tissue (Pty) Ltd in writing within 7 days of any change in ownership of Applicants business or should Applicant be a company, any change of control in the Applicant.
- 2.2 Credit limits and payment terms shall at all times be in the sole discretion of Universal Tissue (Pty) Ltd and may be altered or abolished at any time provided that prior notice of any such change will have been given to Applicant by Universal Tissue (Pty) Ltd
- 2.3 If payment of any particular purchase made hereunder is overdue, the purchase price for all purchases made hereunder shall immediately become due and payable despite the provisions of the preceding paragraph.
- 2.4 Applicant will be liable to pay interest to Universal Tissue (Pty) Ltd at the maximum rate applicable in terms of the regulations promulgated in terms of the Usury Act No 73/1968 (as amended Act 30/1993) on all overdue amounts.
- 2.5 Universal Tissue (Pty) Ltd shall not be liable in respect of any claim for shortfalls in its performance of the contract unless such claim is made in writing by pre-paid registered post to Universal Tissue (Pty) Ltd at its registered office within fourteen (14) days of receipt of the goods in question. If the Applicant subsequently alleges any shortfalls or discrepancies, the onus of proof shall be with the Applicant. Goods shall not be returned by the Applicant to Universal Tissue (Pty) Ltd without the prior consent of Universal Tissue (Pty) Ltd
- 2.6 (a) Should Applicant be in default in terms of this agreement, Universal Tissue (Pty) Ltd will be entitled in its sole discretion to institute action against Applicant in any competent Court of Law and Applicant hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.
- (b) Notwithstanding the foregoing Universal Tissue (Pty) Ltd shall not be obliged to institute action against Applicant in the Magistrate's Court and Applicant hereby submits to the jurisdiction of the Supreme Court of South Africa or Gauteng Division of the High Court at the discretion of Universal Tissue (Pty) Ltd in respect of any action, application or proceeding instituted against Applicant by Universal Tissue (Pty) Ltd
- 2.7 A certificate issued under the hand of a Director or Manager of Universal Tissue (Pty) Ltd shall be prima facie evidence of the amount due by Applicant and such certificate shall be sufficient for purposes of judgement or provisional sentence.
- 2.8 In the event of action to be instituted against Applicant by Universal Tissue (Pty) Ltd Applicant agrees to pay costs on Attorney and Own Client scale including collection commission payable in terms of law.
- 2.9 Until such time as Applicant has paid the purchase price in full in respect of any purchase of goods, ownership in and to all such goods shall remain vested in Universal Tissue (Pty) Ltd. Universal Tissue (Pty) Ltd shall, in its sole discretion, be entitled to take possession of any such goods were invoiced or the value thereof as determined by a sworn valuator of Universal Tissue (Pty) Ltd choice, at Universal Tissue (Pty) Ltd discretion.
- 2.10 Applicant agrees that the signature of any agent, contractor, sub-contractor or employee of Applicant on Universal Tissue (Pty) Ltd official delivery note/invoice/waybill or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.
- 2.11 The risk in the goods shall pass from Universal Tissue (Pty) Ltd to the Applicant on the date of delivery.
- 2.12 Any condonation of any breach of any of the provisions hereof or other act, or relaxation, indulgence or grace on the part of shall not in any way operate as or be deemed to be a waiver by Universal Tissue (Pty) Ltd of any rights under this contract, or be construed as a novation thereof.
- 2.13 Universal Tissue (Pty) Ltd reserves the right to cancel the contract should its fulfilment be delayed or rendered impossible by war, invasion, insurrection, riot, order of government, municipal or civil authorities, delays in procuring sufficient or suitable material, delays of carriers, breakdown, accidents, labour disputes or by any other cause beyond the control of Universal Tissue (Pty) Ltd shall have no responsibility or liability under or arising out of the contract in the event of notice or cancellation being given by Universal Tissue (Pty) Ltd under this clause.
- 2.14 Universal Tissue (Pty) Ltd shall be exempted from and shall not be liable under any circumstances whatever for:
- (a) any direct or consequential damages of any nature or any loss of profit or special damages of any nature, and whether in the contemplation of the parties or not, which the purchaser may suffer as a result of any breach by the company of its obligations under the contract.
- (b) any negligence on its part or that of its servants or agents in carrying out any of its obligations under the contract.
- 2.15 It is understood that all material supplied by Universal Tissue (Pty) Ltd is subject to Universal Tissue (Pty) Ltd or it's supplier's standard manufacturing tolerances unless previously agreed and stated in the official acknowledgement or order.
- 2.16 This contract contains the entire agreement between the parties and the other terms, provisions, conditions or cancellation thereof whether express or implied are excluded herefrom and any variations, alterations to this contract shall not be of any force or effect or legal validity unless reduced to writing and signed by the parties or their duly authorised representatives.
- 2.17 (a) Applicant hereby irrevocably and in rem suam cedes, pledges, assigns, transfers and makes over unto and in favour of Universal Tissue (Pty) Ltd all its rights, title, interest claim and demand in and to all claims of whatsoever nature and description and howsoever arising which Applicant may now or at any time hereafter have against all or any person, companies, corporations, firms, partnerships, associations, syndicates and other legal personal whomsoever (Applicants "debtors") without exception as continuing covering security for the payment of every sum of money which may now or at any time hereafter be or become owing by Applicant to Universal Tissue (Pty) Ltd from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which Applicant may be or become bound to perform in favour of Universal Tissue (Pty) Ltd
- (b) Applicant hereby undertakes that if and whenever Universal Tissue (Pty) Ltd will so require, Applicant will not later than the 7th day of every month, deliver to Universal Tissue (Pty) Ltd a schedule supplied by a Director or Manager of all amounts which will have been owing to Applicant by his debtors on the last day of the preceding month reflecting thereon the amounts so owing by each debtor and the name and last known address of such debtor.
- (c) Whether or not Applicant's debtors will have been notified of the cession, all sums of money which Applicant collects from his debtors or any of them shall be collected and received by Applicant as agents on Universal Tissue (Pty) Ltd behalf provided that Universal Tissue (Pty) Ltd shall be entitled to terminate Applicants mandate to collect all or any such sums of money, and that with effect from the termination of such mandate. Applicant will cease to collect or receive any payment on account of the debts in respect of which applicant's mandate has been terminated.
- (d) Applicant agrees that Universal Tissue (Pty) Ltd shall be entitled at any time or times hereafter to give notice of this cession to all or any of Applicant's debtors and to take such steps as they deem fit to recover the amounts respectively owing by debtors and to applicant from time to time and for the time being provided that Universal Tissue (Pty) Ltd shall be obliged to refund any amounts to Applicant which are in excess of the amount to which Applicant will at that stage be indebted by Universal Tissue (Pty) Ltd
- (e) Applicant warrants that Universal Tissue (Pty) Ltd will at all times while this cession remains in force be entitled through its duly authorised representatives to inspect all or any of Applicant's report relating to any of the debts covered by this cession.
- (f) Should it transpire that Applicant entered into prior Deeds of Cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to the cession, then this cession shall operate as a cession of all Applicant's reversionary rights.