

MARUMO PUBLISHING

IMPORTANT !!

Please note the following points concerning the Credit Application Form

1. All sections of the application form need to be completed in full.
2. Please attach a copy of the Company registration document / CK document / Trust / partnership, etc
3. All pages must be intitialled.
4. In terms of our company policy, a each director/ member / owner / partner / trustee / is required to **sign suretyship** and furnish a **photocopy of each person's ID book**.
5. The completed application form can be faxed, to expedite the application process. The **ORIGINAL APPLICATION FORM** must be sent by post for the account to be approved.
6. **Proof of residential Address** of each director / member / owner / partner / trustee / is required. A copy of the latest municipal account shall be sufficient.

Thank you

SECTION D

FINANCIAL DETAILS

Name of Bank		Bank Account Name	
Branch	Account Type	Bank Code	
Account Number	Credit Limit Required		
Your opening order must be attached! Total Value of Opening order ;		R	

SECTION E

CREDIT TERMS

By signing this agreement, the applicant agrees that the company is entitled to make any reasonable enquiries to verify and research any details provided by the applicant in this application form, and to access the records of any credit bureau to ascertain the applicant's credit profile at any time during the currency of the applicant's account with the company.

1. Definitions

The "Company" shall mean **Marumo Publishing cc.**

The "Applicant" shall mean the applicant for credit facilities with the company.

The "Publications" shall mean books, posters, CDs, and other materials supplied by the company.

2. ORDERS

2.1 Numerical order numbers must be quoted in all instances when dealing with the company.

2.2 The price charged by the company for each publication shall be its recommended retail price on the date that the order is processed, less the applicable discount. The company reserves the right to adjust prices and trade discounts without notice.

2.3 The company may dispatch publications by its own transport and at its own expense. In the event the applicant requests a different mode of transport such as overnight freight, the additional cost shall be borne by the applicant. All orders less than R1500.00 shall be subject to a delivery fee of R350.00, borne by the customer, unless the goods are dispatched by normal Post Office mail.

3. Returns

3.1 All orders are firm sales unless otherwise agreed at the time the order is placed. The company shall only accept returns under the following conditions;

3.2 Advance authorization for the returns has been obtained in writing from the company.

3.3 The publications are received by the company within six months of the date of statement relating to the supply of these publications.

3.4 In relation to out of print titles, no more than three calendar months should have elapsed since a notice advising that the publications are out of print has been posted by the company.

3.5 The applicant should supply proof that the company was the supplier of the publications, by way of copies of invoices, or relevant invoice numbers. If the anticipated returns exceed 10% of the net invoice value, a handling charge of 5% may be raised at the discretion of the company, on any returns exceeding this amount.

3.6 The publications returned are, in the opinion of the company, in mint condition. The company reserves thirty days from the receipt of the returned publications to determine condition.

3.7 Payment of the publications was made within the company's credit limits and terms with the applicant.

3.8 The full cost of freight paid in returning the publications is borne by the applicant.

3.9 A full credit will be passed for incorrectly supplied publications by the company, misbound or publications damaged in transit to the applicant.

3.10 No claim will be considered in respect to publications that are damaged, misbound or short-supplied, if the claim is not registered with the company within seven (7) days of receipt of the publications by the applicant.

4. Payments

4.1 Unless otherwise agreed in writing, the applicant undertakes to make full payment within thirty days, from the date of statement. In the event of the applicant not paying any amount which is due, then any other amounts which are outstanding and not yet due, will immediately become due, and payable without further notice to the applicant.

4.2 The Applicant nominates as their domicilium citandi et executandi the addresses reflected in Section A of this application for purposes of service of all processes, notices and related matters.

4.3 If any amount owing is not paid on the due date, then the Applicant shall be liable for interest at 2% above the prevailing prime overdraft interest rate, determined by ABSA Bank of SA, charged on the overdue amounts from the due date of payment.

4.4 Should the company instruct attorneys to collect any amount owing by the applicant, the applicant agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission may be charged in respect of the collection thereof.

4.5 The applicant and any surety for the obligations of the applicant, hereby consent in terms of Section 45 of the Magistrate's Court Act to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the said Act, notwithstanding that the amount claimed may exceed its jurisdiction.

4.6 All disputes shall be settled according to the South African law.

4.7 The risk (relating to publications delivered) passes to the applicant on physical delivery to the delivery address stipulated by the applicant. Delivery shall be evidenced by a signed delivery note.

- 4.8 Notwithstanding the delivery and possession of any publications purchased, ownership of the publications shall remain vested in the company, until the purchase price thereof has been paid in full and received by the company.
- 4.9 It remains the responsibility of the applicant to inform the company in writing of any changes to the details / information supplied herein.
- 4.10 The company reserves the right to change these conditions of sale, by giving written notice of such changes to the applicant.
- 4.11 In the event of the Applicant breaching any of the terms contained herein, and failing to remedy such a breach within forty eight (48) hours of receipt of the company's written notice calling upon the applicant to remedy such a breach, or should the applicant go into voluntary or compulsory liquidation (whether provisional or final), or become insolvent or call a meeting of its creditors or enter into any arrangement that may affect this agreement, then the company shall be entitled to cancel all orders placed with it without prejudice to any of its rights to sue for, and recover any payment or monies due, or publications delivered, or damages for breach of contract or otherwise howsoever.
- 4.12 No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect, unless they are in writing, and signed by, or on behalf of the company.
- 4.13 The applicant may not cede, delegate or assign any of its rights, obligations or both, in respect hereof, to any party without the prior written consent of the company.

5. Declaration

I / We do hereby apply to the company for credit facilities and acknowledge that I/ we have read and understood the terms and conditions as set out in Section E of this application, and agree to be bound thereby.

I /We warrant and certify that;

- 1. The information contained in this document is true and correct and I / we undertake to notify the company of any changes to the information given in this application;
- 2. I am / we are duly authorized to sign this application;

I /We hereby authorize the company to make use of the information herein and to contact any person and / or enterprise named herein to obtain any information it may deem necessary.

SIGNED _____ DATE _____

On behalf of (applicant's name and stamp)

(Applicants name; signatory's name; and designation)

SURETYSHIP

(a) _____
(Name of surety/ies)

hereby chooses as my domicilium citandi at executandi

of _____
(residential address)

my ID number being _____

(b) _____
(Name of surety/ies)

hereby chooses as my domicilium citandi at executandi

of _____
(residential address)

my ID number being _____

(c) _____
(Name of surety/ies)

hereby chooses as my domicilium citandi at executandi

of _____
(residential address)

my ID number being _____

(d) _____
(Name of surety/ies)

hereby chooses as my domicilium citandi at executandi

of _____
(residential address)

my ID number being _____

and do hereby bind myself / ourselves jointly and severally with the Customer herein above described to and in favour Marumo Publishing as surety(ies) for and co-principal debtor(s) with the customer for the due payment all all debts and other monies due of whatsoever nature and howsoever arising by the customer to Marumo Publishing from time to time. I / We hereby renounce the benefits of legal exceptions of exclusion and division, cession of action and no value received and all or any exceptions which could or might be pleaded to any claim by Marumo Publishing against me / us, with the meaning, force and effect, of which all exceptions I / we declare myself / ourselves to be fully acquainted. I / We furthermore agree that the terms and conditions in Section E above shall mutatis mutandis be applicable to this suretyship. South African law shall govern this suretyship and any disputes hereunder.

THUS DONE and SIGNED by me / us at _____ on this the
_____ day of _____ 20_____, in the presence of the
undersigned witnesses.

AS WITNESS

SURETY (IES)

1. _____

2. _____

3. _____

4. _____
