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# **CREDIT APPLICATION**

APPLICANT: \_\_\_\_\_

1. REGISTERED NAME \_\_\_\_\_
2. TRADING NAME \_\_\_\_\_
3. PHYSICAL ADDRESS \_\_\_\_\_  
 \_\_\_\_\_ POSTAL CODE \_\_\_\_\_
4. POSTAL ADDRESS \_\_\_\_\_
5. REGISTERED OFFICE \_\_\_\_\_
6. TELEPHONE NUMBERS \_\_\_\_\_ FAX NO \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_
7. MAIN BUSINESS ACTIVITY \_\_\_\_\_
8. AUDITORS NAME AND ADDRESS \_\_\_\_\_
9. TYPE OF BUSINESS \_\_\_\_\_

PUBLIC CO.	(PTY) LTD	CLOSE CORP.	PARTNERSHIP	SOLE PROPRIETOR	TRUST
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(Tick applicable box)

- 10 COMPANY / CLOSE CORPORATION REGISTRATION NO.: \_\_\_\_\_
11. PHARMACY REGISTRATION NO.: \_\_\_\_\_ MEDICAL PRACTICE NO.: \_\_\_\_\_
12. DETAILS OF DIRECTORS/MEMBERS/PARTNERS/OWNERS. (DELETE WHERE NOT APPLICABLE)

\*\*\* Note: A full disclosure of all such parties is required.

FULL NAMES & IDENTITY NUMBER	RESIDENTIAL ADDRESS
1. _____ I.D. No. _____	_____
2. _____ I.D. No. _____	_____
3. _____ I.D. No. _____	_____
4. _____ I.D. No. _____	_____

13. HAVE ANY/DIRECTORS/MEMBERS/PARTNERS/OWNERS SIGNED SURETY OF ANY KIND?  YES  NO

PLEASE GIVE DETAILS: \_\_\_\_\_

ARE THEY PREPARED TO SIGN GUARANTEES FOR PURCHASES FROM L'ETANG'S?  YES  NO

14. HAVE ANY DIRECTORS/MEMBERS/PARTNERS/OWNERS EVER BEEN DECLARED INSOLVENT?  YES  NO

PLEASE GIVE DETAILS: \_\_\_\_\_

15. BANKERS: \_\_\_\_\_ BRANCH \_\_\_\_\_  
 NAME IN WHICH ACCOUNT OPERATED: \_\_\_\_\_  
 BANK ACCOUNT NUMBER: \_\_\_\_\_

16. NAME OF CONTACT PERSON IN RESPECT OF PAYMENTS: \_\_\_\_\_

(Tick applicable boxes)

17. DATE BUSINESS ESTABLISHED: \_\_\_\_\_

18 IS THIS A NEW BUSINESS? \_\_\_\_\_  YES  NO

IF YES

(a) HOW LONG UNDER PRESENT MANAGEMENT? \_\_\_\_\_

(b) NAME OF PREVIOUS OWNER: \_\_\_\_\_

19. TRADE REFERENCES: \_\_\_\_\_

NAME

1. \_\_\_\_\_  
\_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

20. ARE THE PREMISES

OWNED		LEASED		OWNED BY ASSOCIATE	
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(Tick applicable box)

IF NOT OWNED BY CUSTOMER, NAME AND ADDRESS OF OWNER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

21. PLEASE GIVE DETAILS OF OTHER FIXED PROPERTY OWNED BY THE CUSTOMER, (NOT THOSE OF DIRECTORS/MEMBERS/ETC)

LOCATION	APPROXIMATE VALUE	BOND BALANCE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

22. ANTICIPATED VALUE OF MONTHLY PURCHASES: \_\_\_\_\_

23. VAT No. \_\_\_\_\_

24. NAME OF CONTACT BUYER: \_\_\_\_\_

25. PLEASE NOTE : OUR TERMS OF PAYMENT ARE STRICTLY 30 DAYS FROM DATE OF STATEMENT.

26. PLEASE INCLUDE RELEVANT COPIES OF ID DOCUMENT, COMPANY REGISTRATION DOCUMENT, PRACTICE CERTIFICATES ETC.

# DEED OF SURETYSHIP

To:

**L'Etang's Wholesale Chemist (Pty) Ltd**  
**(herein referred to as "The Creditor")**

I/We, the undersigned,

\_\_\_\_\_ I.D. No. \_\_\_\_\_

\_\_\_\_\_ I.D. No. \_\_\_\_\_

do hereby bind myself/ourselves, jointly and severally, as Surety/Sureties in solidum and Co-Principal Debtor/s for the payment on demand of all sums of money which:

\_\_\_\_\_

\_\_\_\_\_

(Herein styled "The Debtor" who is the customer in the credit application) may now or from time to time hereafter owe to the creditor, arising from any cause of indebtedness whatsoever, whether now existing or which may come into being at any time hereafter, including interest, calculated from due date until date of payment, discount, commission, legal costs on the scale of Attorney and Own client basis, stamps and all other necessary or usual charges and expenses, provided that the total amount recoverable nevertheless from me/us hereunder shall not exceed the full indebtedness from time to time owing by the said Debtor together with interest, discount, commission, legal costs and all other necessary or usual charges and expenses added.

It is agreed and declared that all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me/us: that you shall be at liberty, without affecting your rights hereunder, to release securities and to give or to compound or make other arrangements with the said Debtor, and that in the event of insolvency, liquidation, judicial management, assignment or compromise, no dividends or payments which you may receive from the said Debtor or other Surety/ies, or from me/us shall prejudice your right to recover from me/us or others of us, to the full extent of the guarantee, any sum which, after receipt of such dividends or payments, may remain owing by the said Debtor, and that in the event of insolvency, assignment, liquidation or judicial management of the Debtor you shall be entitled, notwithstanding any payment received by you hereunder, to prove against the Estate of the Debtor the full amount of the indebtedness as at the date of insolvency or assignment, liquidation or judicial management.

It is agreed and declared that it shall always be in the sole and absolute discretion of the Creditor to determine the extent, nature and duration of the facilities to be allowed to the Debtor. Any leniency or extension of time which may be granted to the Debtor shall not be construed as a waiver of any of your rights or claims against me/us hereunder.

I/We undertake and agree that in the event of the insolvency or liquidation of the Debtor, or it being placed under judicial management, I/We shall not be entitled to prove any claim against the Debtor for any amounts I/We may be called upon to pay under this Suretyship until all amounts and other charges as hereinbefore set out, due to you by the Debtor shall have been paid in full.

This Suretyship shall remain of full force as a continuing Security notwithstanding any intermediate settlement of fluctuations in the account, and notwithstanding the death or legal disability of me/us, until you shall have agreed in writing to cancel this Suretyship, and this Suretyship shall further remain in force as a continuing Security binding upon the others or other of us, notwithstanding that it may on any ground in whole or part have ceased to be binding on any or more of us.

I/we agree that a certificate issued by the Financial Manager or a Member of The Creditor, will be prime facie proof of the amount owing by me/us in terms of this deed of suretyship.

I/We renounce the benefits of "excussion", "division", "cession of action" and "de duobus vel pluribus reis debendi", with the force and effect whereof I/We am/are fully acquainted.

This Suretyship shall apply to cover and secure you and your respective successors in title, order or assigns, and this Suretyship shall be binding upon me/us my/our heirs, Executors, Administrators or Assignees.

**STANDARD TERMS AND CONDITIONS OF SALE BETWEEN L'ETANG'S WHOLESALE CHEMIST (PTY)LTD AND THE CUSTOMER**

**GENERAL**

1. The terms and conditions set out herein cancel and novate all previous versions of these terms and conditions, once they have been signed by you.
2. These terms, as re-issued or revised by L'Etang's from time to time apply to all orders placed with L'Etang's and such orders are subject to acceptance by L'Etang's and shall be deemed to be made subject to these terms. No qualification or condition contained in any form, acknowledgement of order or otherwise shall form part of the contract of sale or override these terms unless expressly agreed to in writing by the Director's of L'Etang's. No employee or agent of L'Etang's has authority or the ability to change these terms in any manner whatsoever.
3. "The Customer" means the person, firm or company to whom goods are supplied or sold by L'Etang's from time to time.
4. "L'Etang's" means L'Etang's Wholesale Chemist (Pty) Ltd.

**WARRANTIES AND REPRESENTATIONS**

The Customer acknowledges that no warranties given or representations made shall be binding on L'Etang's unless such warranties or representations are reduced to writing and signed by the Director's of L'Etang's.

**LIMITATION OF L'ETANG'S LIABILITY**

Should L'Etang's be prevented from the performance of any of its obligations as a result of force majeure or any cause whatsoever beyond its control L'Etang's shall be entitled at its option to cancel the contract or to suspend performance of its obligations thereunder without any liability of whatsoever nature arising. L'Etang's shall in any event not be liable for any loss or damage, consequential or otherwise, arising out of any breach by L'Etang's of any of its obligations under any contract of sale entered into between the customer and L'Etang's.

**PAYMENT**

1. Unless otherwise agreed payment for goods sold shall be made without deduction, demand or set-off within 30(Thirty) days of the date of L'Etang's Statement. All overdue amounts shall bear interest at 2% above the prime bank overdraft rate as charged from time to time by First National Bank, per annum, calculated from due date to date of final payment. Should any one payment not be made on or before the due date, the entire account shall become immediately due and payable. Any payment received by L'Etang's shall be appropriated, at L'Etang's sole discretion, firstly to costs, thereafter to interest and the remainder as to any capital amount outstanding.
2. L'Etang's reserves the right at any time to refuse delivery should L'Etang's not be able to obtain satisfactory guarantees for the due and prompt payment of all monies which may become due.
3. Upon failure to comply with the conditions of payment, L'Etang's reserves the right to suspend further deliveries or to require a cash payment prior to delivery or to cancel the sale.
4. A certificate under the hand of any Manager of L'Etang's as to the existence and the amount of the Customer's indebtedness to L'Etang's at any time as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Debtor's indebtedness to L'Etang's shall be prima facie proof of the contents and correctness thereof and of the amount of the Customer's indebtedness for the purpose of provisional sentence or summary judgement of any other proceedings against the Customer in any competent court, and shall be valid as a liquid document for such purpose. It shall not be necessary to prove the appointment of the person signing such certificate and shall be deemed to be sufficient particularly for the purpose of any action or other proceeding instituted by L'Etang's against the Customer.
5. No relaxation or indulgence granted to the Customer by L'Etang's at any time shall be deemed to be a waiver of any of L'Etang's rights in terms thereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set herein, or create any estoppel against L'Etang's.
6. In the event of L'Etang's instructing attorneys in regard to any breach by the Customer of these conditions of sale or collect from the Customer any amount owing to L'Etang's, the Customer agrees to pay all costs on the scale between Attorney and Own client, including collection charges.

**DELIVERY**

1. L'Etang's will deliver the goods ordered to the address specified by the Customer and when delivered to a person appearing to have authority to sign for the goods, risk vests in the Customer.
2. Any despatch date or delivery time specified is a business estimate only, and L'Etang's shall not be liable for any loss suffered by reason of any failure to comply therewith. The Customer shall not be entitled to cancel any contract for the sale of goods as reason of late delivery on the part of L'Etang's and the Customer shall take delivery of such goods upon such deliveries, being tendered by L'Etang's.
3. Schedule 6 drugs, once delivered and signed for, cannot be returned under any circumstances.

**CLAIMS**

1. No claim for non, late or short delivery, damage/spoilage will be accepted by L'Etang's unless:
  - 1.1 The claim complies strictly with the procedures set out below and
  - 1.2 The Customer gives all the necessary authority and assistance to L'Etang's to enable it to process the claim against the carrier. Failure to comply strictly with these requirements may lead to claims being rejected or delayed. The liability of L'Etang's will in no case exceed the value of the goods lost or damaged.
- 1.3 Claims for non-delivery: If the goods have not been received within 10 working days from the date of receipt of the invoice immediate notification must be made, in writing, to L'Etang's quoting full details.
- 1.4 Claims for shortage: pilferage or damage: All packages, cases etc., should be examined externally in the presence of the Carrier. Where a consignment is short delivered or appears to have been tampered with or damaged, this should be recorded on the Carrier's delivery sheet and notification made within 48 hours in writing to the Carrier and to L'Etang's giving full details. Where packages appear to be in perfect condition a clear receipt should be given. The contents should be unpacked and checked immediately and shortages or damage notified within 48 hours in writing to the Carrier and to L'Etang's giving full details.
- 1.5 The liability of L'Etang's for any shortage, pilferages or damage proved to have taken place shall be confined to the replacement of damaged goods, shortages or pilferages. No further liability of any nature shall rest upon L'Etang's.
- 1.6 Return of goods is strictly in accordance with the L'Etang's return policy.
- 1.7 Temperature sensitive goods should be handled in accordance with "Cold Chain" procedures.

**NOTE**

When signing for the goods the Customer should always ensure that the Carrier's delivery sheet is noted with the number of packages received. The signature "unchecked" or "unexamined" is regarded by the Carriers as equivalent to a clear receipt. A verbal notice of shortage is unacceptable. The carrier shall, unless expressly indicated to the contrary, be the agent of the customer. As such once the carrier has uplifted and taken delivery of the goods from L'Etang's, all risk in and to the goods shall vest in the customer.

**OWNERSHIP**

1. The ownership of the goods shall remain vested in the Seller until the purchase price is fully paid, unless the goods have been resold by the Purchaser in the normal, usual and ordinary course of business.
2. The risk in and to the goods sold hereunder shall pass to the Purchaser, notwithstanding the reservation of ownership therein, upon despatch from the Seller's premises
3. If payment of the purchase price of any goods sold to the Purchaser becomes overdue in whole or in part, then without prejudice to any of the Seller's other rights, the Seller or its agents shall be entitled, without notice, to cancel the sale and recover possession of all or any of the goods sold or previously sold to the Purchaser and to resell the same or any of them for the benefit of the Seller.  
In the event of a breach by the customer, L'Etang's shall be entitled to recover possession of any goods held by the customer or on its behalf where ownership of such goods has not passed to the customer. L'Etang's shall not be required to terminate a contract of sale before being entitled to give effect to its rights in terms of this clause. L'Etang's reserves the right to inform the owner of the premises in which any goods are stored of its claim to ownership.

**THE CUSTOMER**

Agrees and acknowledges that in the event of:

1. The Customer breaching any condition contained in these conditions:
2. The Customer failing to pay any amount due and payable on due date:
3. The Customer suffering any civil judgement to be taken or entered against it:
4. The Customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act of 1936 as amended:
5. The Customer dying:
6. The Customer's Estate being placed under an order of provisional or final winding up, or provisional or final Judicial management, as the case may be. Then and in the event L'Etang's shall without detracting from other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the Customer without notice to the Customer and to rely on the provisions of the above clause to repossess those goods sold and delivered by L'Etang's to the Customer or to claim specific performance of all the Customer's obligations whether or not such obligations would otherwise have fallen due for performance, in either event without prejudice to the creditor's right to claim damages.

**JURISDICTION**

The customer consents to the jurisdiction of the Magistrate's Court in regard to any action which may be instituted against it for recovery of any sum in terms of this credit application, not withstanding that such claim may exceed the jurisdiction of such Court.

**CONSENT CLAUSE**

L'Etang's has the customers consent at all times to contact and request information from any persons, credit bureaus or businesses to obtain information relevant to L'Etang's credit assessments including, but not limited to, information regarding the amounts purchased from the customers per month, the length of time the Customer has dealt with such supplier, the type of goods or services purchased and the manner and time of payment.

**DOMICILIUM**

The Customer hereby chooses as its domicilium citandi et executandi for all purposes in connection with or arising out of its contract with L'Etang's the physical address as stated in the credit application form to which these terms & conditions are annexed.

I ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AFOREMENTIONED CONDITIONS OF SALE.

I, THE UNDERSIGNED (Print name)\_\_\_\_\_ IN MY CAPACITY AS

\_\_\_\_\_ OF THE APPLICANT HEREBY WARRANT THAT  
(A) I AM DULY AUTHORISED BY THE APPLICANT TO MAKE THIS APPLICATION THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND  
(B) DO HEREBY, ON BEHALF OF THE APPLICANT, BIND THE APPLICANT TO THE TERMS AND CONDITIONS OF SALE ATTACHED TO THIS APPLICATION WHICH  
TERMS AND CONDITIONS I ACKNOWLEDGE HAVING READ AND UNDERSTOOD.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

I/We hereby declare that this deed was either completed by myself/ourselves or completed in my/our presence, and that I/We are not prohibited by law to complete this deed.

I/We choose domicillium citandi et executandi for all purposes under this Deed of Suretyship at: (street address)

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Should this Suretyship be completed by more than one person, then and in such event each surety and co-principal debtor by virtue of its signature hereto admits that a separate and independant agreement exists between him and the creditor. Should any surety and co-principal debtor not sign this agreement or be disposed of its liability, then the obligations in terms hereof will be binding and of full force and effect upon the remaining surety/ies co-principals debtor/s.

THUS DONE AND SIGN AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

SURETY

AS WITNESS

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

NAME: \_\_\_\_\_

I.D. No. \_\_\_\_\_

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

NAME: \_\_\_\_\_

I.D. No. \_\_\_\_\_

3. \_\_\_\_\_

NAME: \_\_\_\_\_

I.D. No. \_\_\_\_\_

4. \_\_\_\_\_

NAME: \_\_\_\_\_

I.D. No. \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_