

APPLICATION FORM INCLUDING TERMS AND CONDITIONS AND DEED OF SURETYSHIP

PART A – GENERAL INFORMATION (REQUIRED FOR PREPAID AND CREDIT CUSTOMERS)

CUSTOMER DETAILS

NAME OF DEBTOR: _____

(Trading As): _____

Address: Postal: _____ Code: _____

Street: _____ Code: _____

Email Address (Business): _____

Email Address (Finance): _____

Email Address (Marketing): _____

Telephone No. (Business): _____

Telephone No. (Finance): _____

Telephone No. (Marketing): _____

Nature of Business: _____

Legal Entity (Tick One)

Public Company ☐

Private Company ☐

Close Corporation ☐

Partnership ☐

Sole Trader ☐

Registered Owner: _____

Date Established/Registered: _____ Registered Office: _____

Registration No.: _____ Copy Registration Certificate Attached? Yes / No VAT #: _____

Holding Company: _____ Subsidiary Co.'s: _____

DIRECTORS

Director's / Owners Name: _____ **Date of Birth:** _____

Tel. No.: _____ Cell No.: _____ I.D. No.: _____ (attach copy)

Residential Address: _____

Other Directorates: _____

Director's / Owners Name: _____ **Date of Birth:** _____

Tel. No.: _____ Cell No.: _____ I.D. No.: _____ (attach copy)

Residential Address: _____

Other Directorates: _____

BANKING DETAILS:

Name of Bank _____ Branch Name _____ Branch Code _____:

Account Number _____ Name of Account Holder _____

Please submit the following **mandatory** documents with this application:

1. Official company registration documentation (CoR14.3)
2. CoR39 or equivalent listing the directors of the company (CIPRO/CIPC Report)
3. Proof of VAT number from SARS
4. Certified copy of ID of Owner(s) – Not older than 3 months
5. Proof of banking details with bank stamp on it (for the purpose of possible refunds in the future)

Please initial all pages including Terms and Conditions of tender, contract and sale located in:

Appendix A – General & Appendix B – Prepaid & Appendix D – BM Approval

PART B – GENERAL INFORMATION (REQUIRED FOR CREDIT CUSTOMERS ONLY)

CREDIT FACILITY

Credit Limit Requested: R _____ Required Terms: _____ days

TRADE REFERENCES

Company Name: _____

Address: _____ Tel. No.: _____

Company Name: _____

Address: _____ Tel. No.: _____

CONFIDENTIAL CREDIT INFORMATION

Issued Share Capital: _____

The latest audited Annual Financial Statements of Debtor is attached: YES / NO

Tel. No.: _____

Amount owed to Trade Creditors: R _____ Amount owed by Trade Debtors: R _____

Business Premises: OWNED / LEASED Period of Lease: _____ to _____ Landlord: _____

Landlord Address: _____ Tel. No.: _____

Immovable Property - Description: _____

Registered Owner: _____ Market Value: R _____

Name of Mortgagee: _____ Amount of Bonds: R _____

Other Encumbrances: _____

Any Other Assets - Description: _____

Any Other Assets - Description: _____

Any Other Assets - Description: _____

-Registered Owner: _____ Market Value: R _____

-Encumbrances: _____

Details of the Actual CREDIT FACILITY granted in terms hereof from time to time shall be notified to the debtor by the COMPANY in due course, and such notification, and any subsequent amendments thereto, shall form part of this CREDIT FACILITY.

Please submit the following **mandatory** documents with this application:

1. Official company registration documentation (CoR14.3)
2. CoR39 or equivalent listing the directors of the company (CIPRO/CIPC Report)
3. Proof of VAT number from SARS
4. Certified copy of ID of Owner(s) – Not older than 3 months
5. Proof of banking details with bank stamp on it (for the purpose of possible refunds in the future)

Please initial all pages including Terms and Conditions of tender, contract and sale located in:

Appendix A – General & Appendix C – Credit (including Addendum A) & Appendix D – BM Approval

Appendix A – General

I accept the Terms & Conditions which can be found here: [Daikin Terms & Conditions](#)

Please tick the box below:

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Appendix B – Prepaid

CONDITIONS APPLICABLE TO THE PREPAID ACCOUNT

1. The information set out in the APPLICATION FORM by the "DEBTOR" shall form the basis of the COMPANY's decision to grant a PREPAID ACCOUNT (as hereinafter defined) to the Debtor. The COMPANY may also use any means it deems necessary to verify the information contained in this document. Should any of such given information be or become incorrect, then the COMPANY shall be entitled but not obliged to cancel the account without affecting any of its other rights whatsoever. For the purposes hereof, the PREPAID ACCOUNT shall, at the discretion of the COMPANY, encompass Nett prepayment terms.
2. The grant of the PREPAID ACCOUNT, which shall be subject to amendment by notice from time to time, is made upon the strength of the representations (all of which are material) contained in the APPLICATION FORM forming part hereof. Any breach of the said representations shall entitle the COMPANY at its sole discretion immediately to amend, alter or withdraw the prepaid account, without prejudice to any of its other rights.
3. The COMPANY shall, on the basis of the representations contained in the APPLICATION FORM, at its sole discretion, determine the facility to be enjoyed from time to time by the DEBTOR.
4. Unless specifically agreed in writing to the contrary, the COMPANY's **General Conditions of Tender, Contract and Sale** from time to time, in addition to these Conditions, (which shall be read in conjunction with the said General Conditions), shall govern any contracts between the DEBTOR and the COMPANY. In the event of any conflict between these conditions and the conditions of any particular contract, these Conditions shall take precedence.
5. Notwithstanding anything to the contrary anywhere contained, should any goods be delivered to the Debtor or any third party by the COMPANY, then and in such an event the risk in and to the goods shall pass to the DEBTOR upon such delivery, provided that notwithstanding such delivery, it is specifically agreed that it is the intention of the parties that the goods shall not accede to any other property, whether movable or immovable, and that ownership of the goods shall at all times remain vested in the COMPANY until the full contract price has been paid, and the DEBTOR hereby irrevocably authorises the COMPANY or its authorized agents to repossess such goods whosoever they may be found.
6. Equipment will only be released upon full payment is cleared into DAIKIN's Bank account. Collection will only be allowed if the full amount is cleared into DAIKIN's bank Account via EFT or Credit Card Payments. No CASH or CHEQUES are accepted.
7. The DEBTOR hereby agrees to pay to the COMPANY the full quoted value on pre-paid base, failing which the provisions of Clauses 6 and 7 hereof shall apply to the full amount of the indebtedness.
8. The DEBTOR hereby chooses as its "domicilium citandi et executandi" the street Address of the DEBTOR as detailed on the APPLICATION FORM attached hereto.
9. In the event of any default by the DEBTOR of any provision of this agreement, the DEBTOR hereby consents and authorises Daikin Air Conditioning South Africa (Pty) Limited to furnish the name, credit record and repayment history of the DEBTOR to any credit bureau as a delinquent debtor.
10. The DEBTOR agrees that neither Daikin Air Conditioning South Africa (Pty) Limited nor any of its employees will be liable for any negligent or innocent misrepresentations made to the DEBTOR nor shall the DEBTOR be entitled to resale from any contract on those grounds. It is the sole responsibility of the DEBTOR to determine that the goods or services ordered are suitable for the purpose of intended use.

The undersigned does hereby warrant that the above information is true and correct and accepts Daikin Air Conditioning General terms and conditions attached hereto. Furthermore, that the undersigned is duly authorised to complete and sign this form on behalf of the applicant. The undersigned further warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.

Signed at _____ on _____ 20 ____

Full Names: _____ Signature: _____
Director/Partner/Owner

Spouse's Signature: _____ If Married in Community of Property after 1 November 1984

As Witness: 1. _____ Name & I.D. _____

2. _____ Name & I.D. _____

CONDITIONS APPLICABLE TO CREDIT FACILITY AND DEED OF SURETYSHIP

1. The information set out in the APPLICATION FORM by the "DEBTOR" shall form the basis of the COMPANY's decision to grant a CREDIT FACILITY (as hereinafter defined) to the Debtor. The COMPANY may also use any means it deems necessary to verify the information contained in this document. Should any of such given information be or become incorrect, then the COMPANY shall be entitled but not obliged to cancel the CREDIT FACILITY without affecting any of its other rights whatsoever. For the purposes hereof, the CREDIT FACILITY shall, at the discretion of the COMPANY, encompass one or more of the payment terms, and/or trade discounts and/or settlement discounts.
2. The grant of the CREDIT FACILITY, which shall be subject to amendment by notice from time to time, is made upon the strength of the representations (all of which are material) contained in the APPLICATION FORM forming part hereof. Any breach of the said representations shall entitle the COMPANY at its sole discretion immediately to amend, alter or withdraw the CREDIT FACILITY, without prejudice to any of its other rights.
3. The COMPANY shall, on the basis of the representations contained in the APPLICATION FORM, at its sole discretion, determine the CREDIT FACILITY to be enjoyed from time to time by the DEBTOR and shall notify the Debtor in writing of the terms of such CREDIT FACILITY. It is specifically agreed that, without prejudice to any other rights that may have accrued to the COMPANY, the COMPANY shall be entitled at any time and for any reason to amend, alter or withdraw the CREDIT FACILITY whether in whole or in part. Written notice of such amendment, alteration or withdrawal shall be given to the DEBTOR.
4. Unless specifically agreed in writing to the contrary, the COMPANY's **General Conditions of Tender, Contract and Sale** from time to time, in addition to these Conditions, (which shall be read in conjunction with the said General Conditions), shall govern any contracts between the DEBTOR and the COMPANY. In the event of any conflict between these conditions and the conditions of any particular contract, these Conditions shall take precedence.
5. Notwithstanding anything to the contrary anywhere contained, should any goods be delivered to the Debtor or any third party by the COMPANY, then and in such an event the risk in and to the goods shall pass to the DEBTOR upon such delivery, provided that notwithstanding such delivery, it is specifically agreed that it is the intention of the parties that the goods shall not accede to any other property, whether movable or immovable, and that ownership of the goods shall at all times remain vested in the COMPANY until the full contract price has been paid, and the DEBTOR hereby irrevocably authorises the COMPANY or its authorized agents to repossess such goods wheresoever they may be found.
6. In the event that the COMPANY has agreed, as part of the CREDIT FACILITY, to grant a settlement or trade discount, such discounts shall only apply where full payment is received by the COMPANY in accordance with the terms of the CREDIT FACILITY granted, and provided that in the case of cheques or other negotiable instruments, such cheques or instruments are subsequently cleared in the normal course and without undue delay through the COMPANY's bank and the DEBTOR's bank upon first presentation.
7. Where payments are not received on or before the due date for payment in accordance with the terms of the CREDIT FACILITY or upon any other breach of these Conditions or the General Conditions, or any other provisions of any Contract between the parties, the COMPANY shall have the option, without prejudice to any of its other rights to cancel or otherwise amend the CREDIT FACILITY, to cancel the said Contract, and to suspend further deliveries until such payments are received or the breach in question is remedied.
8. In the event that any dispute arises regarding the amount to be paid by the DEBTOR in respect of any particular contract, the DEBTOR hereby agrees to pay to the COMPANY the full undisputed portion of the DEBTOR's debt to the COMPANY in accordance with the terms of the CREDIT FACILITY failing which the provisions of Clauses 6 and 7 hereof shall apply to the full amount of the indebtedness. Full details of all disputed amount shall be given to the COMPANY in writing within 30 days of delivery, failing which any rights in respect thereof shall be forfeited by the DEBTOR.
9. Should the COMPANY so require, the DEBTOR shall provide the COMPANY with such security as the COMPANY may in its sole discretion determine, documents in respect of which security shall be deemed to be part of this CREDIT FACILITY.
10. The DEBTOR hereby chooses as its "*domicilium citandi et executandi*" the street address of the DEBTOR as detailed on the APPLICATION FORM attached hereto.
11. The COMPANY shall be entitled, as its sole option, to institute legal proceedings against the DEBTOR arising from any cause whatsoever, in any Magistrate's Court having jurisdiction, notwithstanding that the claim, or the value of the matter in dispute may exceed the jurisdiction of such Magistrate's Court, and this agreement shall serve as the required written consent confirming the jurisdiction of such court. Further, the DEBTOR agrees that it shall be liable for all legal costs on an attorney and client scale, including collection commission and other charges, or any other damages which may arise as a result of the breach by the debtor of any of the provisions of the CREDIT FACILITY, or the General Conditions, or any other provisions of any contract between the parties.
12. A certificate purporting to be signed by a director of the company, reflecting the balance outstanding and due by the DEBTOR shall be "*prima facie*" proof of the fact that the DEBTOR is indebted to the company in the said sum.
13. The DEBTOR hereby undertakes to pay all legal costs incurred in connection with the recovery of any account due, including all collection charges as specified by MC van Dyk and Associates from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account.
14. In the event of any default by the DEBTOR of any provision of this agreement, the DEBTOR hereby consents and authorises Daikin Air Conditioning South Africa (Pty) Limited to furnish the name, credit record and repayment history of the DEBTOR to any credit bureau as a delinquent debtor.
15. The DEBTOR agrees that neither Daikin Air Conditioning South Africa (Pty) Limited nor any of its employees will be liable for any negligent or innocent misrepresentations made to the DEBTOR nor shall the DEBTOR be entitled to resile from any contract on those grounds. It is the sole responsibility of the DEBTOR to determine that the goods or services ordered are suitable for the purpose of intended use.
16. The DEED OF SURETYSHIP (Addendum A) forms an integral part of the terms and conditions applicable to this CREDIT FACILITY.

Signed at _____ on _____ 20 _____

Full Names: _____ Signature: _____

Surety/Director/Partner/Owner

Spouse's Signature: _____ If Married in Community of Property after 1 November 1984

As Witness: 1. _____ Name & I.D.

2. _____ Name & I.D.

Addendum A**Deed of Suretyship**

Revenue stamps

The undersigned:

Director/Partner/Proprietor/Member	Identification numbers

Do hereby bind myself/ourselves jointly and severally unto one in favor of Daikin Air Conditioning South Africa (Pty) Limited (hereby referred to as the "Credit Grantor") as sureties and co-principle debtor/s in solidum with

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(hereinafter referred to as the "Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditor's from any cause of indebtedness howsoever arising and for the fulfillment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be prima facie proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select *Domicilium et Executandi* as

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor on completion with the Creditor/s. No extension of time, indulgence or waiver afforded by the Creditor/s to the Principal Debtor, nor any other arrangement between them shall be prejudice or have affected to Creditor/s right against me/us.

This done and signed at _____ on this the _____ day of _____ 20____

Authorised signature	Print name
	Identification number

Witness signature	Print name
	Identification number

Appendix D – FOR INTERNAL USE ONLY (BM Approval)

By signing, the Branch Manager confirms the reviewal of the information completed by the customer as well a physical visit to the customer site has occurred & pictures are attached hereto including selecting the Price Group below, unless explicitly stated otherwise:

Price Group (Please circle one):

- Z0 Non-Dealer
- Z1 MDC
- Z2 Installer
- Z3 Ecommerce
- Z4 Local Distributor
- Z7 Dealer
- Z8 DSP
- Z9 Partner
- ZU Distr. EXP Own Trans
- ZY Distr. Ex Factory

Full Name: _____ Signature: _____
Branch Manager

Comments:

