

PHD POWER cc



Postal Address

P.O. Box 440
Kelvin, 2054

VAT: 4240232159
Reg: 2005/045370/23

Physical Address

3 Sharland Street
Driehoek, Germiston, 1401
Johannesburg, Gauteng, South Africa

Tel: +27 (0)11 872 2266
Fax: +27 (0)11 872 2484
Preferred Local Fax: 0866 940 544

Contact

Accounts
Steve Cox
Mike King

Mobile/Tel

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083 654 2717

Email

accounts@phdpower.co.za
steve@phdpower.co.za
mike@phdpower.co.za

Application for Credit Facilities

**Please post or call us to collect
the original copy of this document
which we need for our records**

www.phdpower.co.za

Application for Credit Facilities with PHD Power cc

Applicant (Name in full):				
Trading Name (if applicable):				
Company/Closed Corporation Registration No:			(attach copy of cert.)	
Date Established:				
Postal Address:			Postal Code:	
Physical Address:				
			Postal Code:	
Telephone (Switchboard):		Tel Creditors:		
Facsimile (main):		Fax Creditors:		
Accounts Manager:		Creditors Contact:		
Email:		Email:		
State names of the Directors/Members/Partners or the Sole Proprietor (please print)				
Full Names And Surname	I.D. Number	Residential Address	Marital Status	Home Telephone /Mobile Number
1.)				
2.)				
3.)				
Auditors Name:		Telephone No.:		
V.A.T. Registration No.:				
Kindly add a copy of your value added tax (VAT) Registration Certificate				
Estimated monthly purchases from ourselves:R		Requested Payment Terms: Days		
Nature of Business:				
Details of Premises (Rented/Owned):				
If not owned by applicant, please state details of owner and contact telephone number:				
Trade References				
Contact Person	Telephone No.	Full Company Name		
1.)				
2.)				
3.)				
Banking Details				
Bank:		Branch:		
Account No.:		Branch Code:	Tel No.:	

Signed: _____ **Date:** _____

Application for Credit Facilities with PHD Power cc

By the Applicants signature hereto, the Applicant agrees to be bound by the terms and conditions hereof which shall apply to any purchase by the applicant.

Date: _____ Signature: _____
(IN FULL) DULY AUTHORISED TO SIGN FOR THE APPLICANT

APPLICANT: _____

1. GENERAL

1. These terms and conditions shall govern any sale of goods or any quotations by PHD Power cc. Notwithstanding any conditions to the contrary accompanying the Purchaser's order.
2. Payment terms are strictly 30 (thirty) days net from date of first statement.

2. PRICE

1. The prices quoted by PHD Power cc are based on the then labor rates, the cost of materials, components, accessories, customs and import duties and charges and currency exchange rates.
2. PHD Power cc may, at any time before delivery of the goods, increase the quoted prices in the event of any increase in the rates or costs referred to in 2.1.
3. If, at the discretion of PHD Power cc, prices are to be adjusted in line with any Rate of Exchange Variance, it will be calculated between the rate on the date of quotation (or rate quoted in writing) and the date on which overseas payment is effected to PHD Power cc's foreign counterparts.

PLEASE NOTE: Upon written request forward cover will be bought. A new quote with fixed and firm prices will then be issued and should agreed to by all parties before order commencement.

4. All quoted prices on any goods are strictly net, excluding VAT, F.O.B. Johannesburg, payment 30 Days from Statement, after credit facility arrangement/agreement in full, unless otherwise stated in writing by PHD Power cc.

3. PAYMENT AND INTEREST

1. The Purchaser shall pay the purchase of the goods price plus Value Added Tax to PHD Power cc in cash (free of exchange), at such place as PHD Power cc may from time to time direct in such currency determined by PHD Power cc by the end of the month following the month of delivery of purchases (unless otherwise agreed) and without any deduction or set off.
2. PHD Power cc may (without prejudice to its rights) suspend performance of any of its obligations if any amount owing by the Purchaser to PHD Power cc is not paid on due date.
3. PHD Power cc shall be entitled at its sole discretion to charge the Purchaser interest at the ruling bank rate from time to time on any amount due and owing by the Purchaser to PHD Power cc which is not paid when due, such interest to be applied and to accrue from the first day of the month following the month during which the goods were delivered to the Purchaser.
4. In the event of the delivery of the Purchaser's order being spread over a period exceeding 30 days, each consignment shall be separately invoiced and paid for by the month following the month of delivery of the purchases. It should be noted that in such cases the price may differ at the discretion of PHD Power cc due to Exchange Rate fluctuations or other. If fixed prices are required, all parties should be in agreement in writing before commencement of any order.

4. DELIVERY

1. Packing shall be in accordance with PHD Power cc normal practice.
2. The time for delivery is approximate only and shall commence only after receipt by PHD Power cc of all information, drawings, plans and other documents necessary to enable PHD Power cc to execute the order.
3. The goods shall be deemed to be delivered by PHD Power cc to the Purchaser at PHD Power cc premises either when delivered free on rail, or free on truck, or on delivery to any airfreight forwarding agent at PHD Power cc's premises as the case may be.

Continued/.....

This page of the document is understood in full – all signatories/witnesses.

Signed: _____ Date: _____

Application for Credit Facilities with PHD Power cc

...../Continued

4. Where the goods are exported from the Republic of South Africa, delivery to the Purchaser shall be deemed to have taken place when the goods are loaded at PHD Power cc. for dispatch to the Purchaser.
 5. Any quotation to deliver goods held in stock or ordered by PHD Power cc is subject to that stock being available and unsold on the date of acceptance by PHD Power cc of the Purchaser's order.
 6. It should be clearly understood that, for deliveries outside South Africa, unless charges are reflected on any quotation using PHD Power cc's couriers and used on any subsequent orders, 14% VAT will be payable.
5. OWNERSHIP
1. Goods remain the property of PHD Power cc until paid for in full.

Finally, it should be brought to all client/company staff members attention. That all contents of any quotations/inquiries/correspondence for either company, and the like, are highly confidential and constitutes a breach of PHD Power cc conditions of sale should it be divulged or disclosed in any way, to any persons other than the addressee of such and ourselves PHD Power cc unless agreed between the parties in writing.

These terms and conditions are subject to change from time to time, updated copies available on request or on <http://www.phdpower.co.za> which the *Applicant* agrees to.

This page of the document is understood in full – all signatories/witnesses.

Signed: _____ **Date:** _____



Bi-Sonic

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WESTCODE

IXYS

DOW
DAWIN Electronics

Deed of Suretyship

I/We, the undersigned:

Home Physical address:

Hereby renouncing the benefits of exclusion and division with the full force and effect whereof I/We acknowledge myself/ourselves to be acquainted, do hereby bind myself/ourselves as surety in solidum and co-principal debtor with

(Legal entity: Full registered name of close corporation or company)
(hereinafter referred to as "the DEBTOR")
unto and in favour of:

PHD POWER CC
(hereinafter referred to as "the CREDITOR")

for the due payment of all amounts of whatever nature and for the performance of any obligation, all of which may now or in future become owing by the DEBTOR to the CREDITOR for goods sold, services rendered and materials supplied by the CREDITOR to the DEBTOR.

I AGREE THAT:

1. In this Deed-
 - a. words denoting the plural shall include the singular and vice versa;
 - b. words denoting one gender shall incorporate the other two.
2. The CREDITOR shall in its sole discretion be entitled always:
 - a. to determine the extent, nature and duration of the facilities (if any) to be allowed to the DEBTOR
 - b. be at liberty to release securities, or other sureties for the DEBTOR, or to grant any indulgence or extension of time to compound or make other arrangements with the DEBTOR or me, or any other sureties for the DEBTOR, and so such action on the part of the CREDITOR shall in any way affect or be construed or operate as a waiver or abandonment of any of the CREDITOR'S rights or claims against me in terms of this Suretyship.
3. All and any acknowledgement by the DEBTOR of its indebtedness and any admissions by or on behalf of the DEBTOR shall be binding on me/us.
4. The CREDITOR shall have the right to appropriate any monies received by it from me hereunder to any portion of the indebtedness of the DEBTOR in the sole discretion of the CREDITOR.
5. Without prejudice to anything herein before contained, this Suretyship shall apply to and cover the CREDITOR in respect of claims which the CREDITOR may have acquired or in the future may acquire against the DEBTOR from any person whomsoever or whatsoever.
6.
 - a. This Suretyship shall remain in full force and effect as a continuing cover security, notwithstanding any intermediate settlement of or fluctuation in or the temporary extinction of the indebtedness of the DEBTOR to the CREDITOR.
 - b. The CREDITOR may cancel this Suretyship after the expiry of 7 (seven) days' written notice given by the Surety requesting same on condition that all indebtedness, commitments and obligations of the DEBTOR to the CREDITOR shall have been fully discharged.
 - c. For the purpose of the cancellation referred to in clause 6 (b) above, indebtedness commitments and obligations shall embrace in its meaning monies owing in respect of orders for goods which have been confirmed but have not been executed.
 - d. Furthermore, notwithstanding the death or legal disability of myself/ourselves, until the CREDITOR shall have agreed in written to cancel this Suretyship, this Suretyship shall remain in full force as a continuing covering security binding upon me/us, notwithstanding that it may or may not in any whole or part have ceased to be binding on me/us.
7. In the event of the CREDITOR ceding its claims against the DEBTOR to any third person, then this Suretyship shall be deemed to have been given by me to such persons to whom the CREDITOR may cede its claims against the DEBTOR and such cessionary shall be entitled to exercise all or any rights which the CREDITOR has in terms of this Suretyship.
8. :
 - a. I/We choose *domicilium citandi et executandi* for all purposes herein at the above address set out against my/our name.
 - b. All notices addressed to me by prepaid registered post to my *domicilium* address above shall be deemed to have been delivered to me 5 (five) days after such posing thereof, alternatively, if delivered by hand, on the date of the said delivery.



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Deed of Suretyship

9. Each of the obligations and undertakings assumed by me/us herein shall be regarded as distinct and severable covenants and shall be given effect to as such, notwithstanding the manner in which such undertakings and obligations have been grouped together or linked grammatically. Furthermore, in the event of any one or more such undertakings or obligations being found by any Court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason, such findings shall in no way effect any of the other undertakings or obligations, which shall continue to be and remain of full force and effect.
10. I/We hereby consent in terms of Section 45 of the Magistrate's Court Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction in respect of any action against me/us arising herefrom. The CREDITOR shall nevertheless, in its discretion, be entitled to institute proceedings in the Supreme Court or any other Court of competent jurisdiction.

ACKNOWLEDGEMENT OF SURETYSHIP SURETYSHIP WILL NOT BE VALID UNLESS COMPLETED

<p>THUS DONE and SIGNED at _____</p> <p>On this the _____ day of _____ 2009</p> <p>SIGNATURE: _____</p>		
	FULL NAME	SIGNATURE
1st WITNESS		
2nd WITNESS		