

APPLICATION FOR CREDIT FACILITY

This credit application will only be considered upon receipt of the original application form

APPLICANT'S DETAILS					
<input type="checkbox"/> Company	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
Registered Name	("the Customer")				
Trading Name/s					
Registered Office/ Physical Address				Company Reg/ ID No.	
		Code		VAT No.	
Postal Address				Office Tel No.	
		Code		Cell No.	
Delivery Address				Email Address	
		Code		Date Business Established	
Contact Person				Auditors/ Accountants	
Type of Business					
NAMES, ADDRESSES AND ID NUMBERS OF TOP MANAGEMENT/ DIRECTORS/ MEMBERS/ TRUSTEES/PARTNERS/SOLE PROPRIETOR					
Full Names	ID No./ Date of Birth	Physical Address		Contact No.	
NAMES AND ID NUMBERS/ DATE OF BIRTH OF CUSTOMER'S OWNER(S)/ SHAREHOLDERS, UP TO AND INCL. ULTIMATE OWNER(S)					
Full Names	ID No./ date of Birth	Physical Address		Country	
BANKING DETAILS					
Bank				Branch	
Account Name				Account No.	
DETAILS OF PERSON RESPONSIBLE FOR PROCESSING PAYMENT ON CUSTOMER'S BEHALF					
Full Names			Office Tel No.		
Position			Cell No.		
Fax No.			Email		
TRADE REFERENCES (non-affiliated companies only)					
Company Name	Contact Person	Contact No.	Tel No. / Email Address		
1.					
2.					
3.					

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3620 - South Africa



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IMMOVABLE PROPERTIES OWNED BY THE CUSTOMER											
Name of Registered Owner											
Physical Address of Property											
Stand No & Township											
Estimated Valuation											
Bond Holder											
Amount of Bond (outstanding)											
REQUIRED CREDIT LIMIT (for assessment purposes only)											
PAYMENT TERMS REQUESTED (for assessment purposes only)											
ESTIMATED MONTHLY SPEND (for this application)											
Are the Customer's latest Financial Statements available		YES	<input type="checkbox"/>	IS THE ANNUAL TURNOVER and/or ASSET VALUE IN EXCESS OF ZAR1M				YES	<input type="checkbox"/>		
		NO	<input type="checkbox"/>					NO	<input type="checkbox"/>		
Has the Customer issued/signed any Guarantees in favour of other Suppliers								YES	<input type="checkbox"/>		
If YES, please specify:								NO	<input type="checkbox"/>		
Have the Directors/Partners/Members or Trustees issued/signed any Guarantees in favour of other Suppliers								YES	<input type="checkbox"/>		
If YES, please specify:								NO	<input type="checkbox"/>		
Will any IDS goods be exported or re-exported by the Customer OR a downstream customer?								YES	<input type="checkbox"/>	No	<input type="checkbox"/>
If YES, please specify the country/(ies) of export											
Please specify the Down Stream Customer(s) and End-User(s) of the goods		Customer completing this form		<input type="checkbox"/>	General Public	<input type="checkbox"/>	Installation Agents	<input type="checkbox"/>	Other	<input type="checkbox"/>	
If the Down Stream Customer and/ or End-User is known, please provide the following details for the Down Stream Customer and/or End-User											
Name (if unknown, please clarify why)											
Registration number or ID number											
Contact details (address, telephone, email, website)											
Owner(s) of Down Stream Customer and/ or End-User, up to and incl. ultimate owner(s) (name and ownership percentage)											
Top management members and board members (name and role)											
For exports or re-exports to Cuba, Libya, Myanmar/ Burma, Sudan, Venezuela or Yemen, please specify the following:											
Banks used by the Customer and End-User(s)											
Other relevant third parties involved in the transaction, e.g. freight forwarder/agent/service providers/ports/etc. (name and country)											
If applicable, name of joint venture partner(s) of the Customer and owners of such JV partners											

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Additional information required which must accompany this Application Form

1. Customer Identification and Statutory Documents
 - a. Companies – CIPC Certificate of Disclosure (not older than 3 months), or alternatively, the following documents
 - i. Form CM1/ CM3 or CoR14.1 (Certificate of Incorporation)
 - ii. Form CM46 (Certificate to Commence Business)
 - iii. Form CM29 or CoR 39 (Notice of Change of Company Directors)
 - b. Close Corporations – CIPC Certificate of Disclosure (not older than 3 months), or alternatively, the following documents:
 - i. Form CK1 (Founding Statement)
 - ii. Form CK2 (Amend Founding Statement) and CK2A (Amendment regarding Accounting Officers and Addresses) (if applicable)
 - c. Trusts:
 - i. Trust Deed
 - ii. Letter of Authority
 - d. Sole Proprietors:
 - i. Identity Document
 - ii. Proof of Address (not older than 3 months)
2. In the event that the Application is not signed by an authorized member of the entity, please provide a resolution giving authorisation to the individual signing the application form on behalf of the Customer;
3. Signatory/ies to provide a certified copy of their ID/Passport (not older than 3 months);
4. VAT certificate or Tax Compliance Status (SARS) for the Customer;
5. Proof of Bank Details (not older than 3 months); and
6. Audited Annual Financial Statements and/or set of accounts if the Customer requires a credit limit to the value of ZAR250,000 or more.

STANDARD TERMS AND CONDITIONS

The Customer hereby applies for credit facilities with **INHEP ELECTRONICS HOLDINGS (PTY) LTD** ("IDS") and in consideration thereof the Customer does hereby irrevocably accept the following terms and conditions.

Agreement

1. **The Customer** agrees that these terms and conditions supersede all previous terms and conditions of sale without prejudice to any securities or guarantees held by **IDS**.
2. No agreement in variance of the terms and conditions hereof shall be binding on the parties unless reduced to writing and signed by both parties.
3. The price of the goods shall be the usual price current at the time of dispatch of the goods. **IDS's** price list shall be considered merely as a guide to **the Customer**. **IDS** has the right from time to time, for any reason and without notice to **the Customer**, to change the prices of any of its goods, whether such prices are reflected on the price list or not.
4. Ownership in and to all goods delivered to **the Customer** shall remain vested in **IDS**, until such time as all amounts due and payable to **IDS** at any time have been paid in full. The risk in all goods supplied shall pass to the client upon delivery.
5. **IDS**, shall not be liable for any loss of profit or damage sustained by the client, whether such damage be direct or indirect, consequential or otherwise arising as a result of the supply of defective goods, the late supplying thereof or for any other reason whatsoever.

Quotations

6. All quotations will remain valid for a period of 30 (thirty) days of the quotation.
7. All quotations are subject to the availability of the goods or services and subject to correction of bona fide errors by **IDS**, and the prices quoted are subject to any increase in the cost price, including currency fluctuation, of **IDS**, before acceptance of the order.
8. Repair costs and repair times given are estimates and are not binding on **IDS**.

Delivery

9. In all cases where delivery to **the Customer** occurs by carrier, the carrier shall be deemed to be **the Customer's** agent and delivery to such carrier by **IDS** shall be deemed to be delivered to **the Customer**. The signature of any employee of the carrier shall be prima facie proof of proper delivery to **the Customer**.
10. Delivery of goods to any delivery address given by **the Customer**, shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of **the Customer**.

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11. The signature and / or instruction of any employee, acting in the course and scope of his employment with **the Customer**, will constitute proper instruction. Signature by **the Customer** or by any representative of **the Customer** of IDS's invoice, delivery note or any other official document shall be regarded as acceptance by **the Customer** that the goods reflected in such invoice, delivery note document have been properly and completely delivered.
12. In the event that **IDS** makes delivery to **the Customer** in instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery of any instalment shall not affect the balance of the contract or entitle **the Customer** to cancel the contract.

Warranty

13. No warranties, undertakings or representations other than those contained in this agreement shall be binding on **IDS**.

Payment

14. All payments will be effected strictly 30 (thirty) days net from date of statement. In the event of **the Customer** defaulting in making payment of any amount that has become due and owing, the full balance outstanding (whether due or not) will immediately become due and payable without notice to **the Customer**. Should **the Customer** fail to make payment timeously or withhold payment or any portion thereof for any reason whatsoever **IDS** shall be entitled to withdraw or reverse any agreed discount or rebate.
15. Per the notice issued by the South African Reserve Bank and effective 31 December 2020, cheque payments will not be an accepted method of payment.
16. Acceptance of a negotiable instrument by **IDS** shall not be deemed to be a waiver of the rights of **IDS's** right under this agreement.
17. A certificate signed by the secretary / manager, duly authorised clerk or director of **IDS** reflecting the amount owing by **the Customer** to **IDS** in respect of credit facilities granted to **the Customer** in terms hereof relating to **the Customer's** dealings with **IDS** and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by provisional sentence or otherwise), proof of debt or insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with **the Customer** to prove that such amount is not owing and / or due and unpaid.
18. All overdue sums / amounts shall bear interest at a fixed rate of 2% per month (maximum 24% per annum), such interest to be reckoned monthly in advance from due date to date of payment.
19. **The Customer** agrees that if an account is not settled in full within the agreed period of the credit terms, **IDS** is entitled to:-
 - 19.1 institute immediate legal action against **the Customer** at the sole expense of **the Customer**.
 - 19.2 cancel the agreement and take possession of any goods delivered to **the Customer** and claim damages.
 - 19.3 submit the details of **the Customer** non-payment to a credit bureau after **the Customer** has been notified of such action.
20. These remedies are without prejudice to any other right **IDS** may be entitled to in terms of this agreement or in law.

Export control and Sanctions

21. **The Customer** represents and warrants to **IDS** that it will always act in compliance with Economic Sanctions and Export Control Laws and that:
 - 21.1 Neither **the Customer**, its affiliates, or any of their respective directors, officers, employees nor, so far as **the Customer** is aware, any agents or other persons acting on behalf of any of the foregoing:
 - a. is, or has been a Listed Person;
 - b. has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;
 - c. directly or indirectly, has conducted, or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;
 - d. has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or
 - e. is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any government or other regulatory body relating to Economic Sanctions and Export Control Laws.
 - 21.2 **The Customer** covenants, agrees and undertakes that:
 - a. **The Customer** shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the goods without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
 - b. **The Customer** shall not sell, export or re-export, the goods, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to **the Customer**;
 - c. **The Customer** shall undertake its best efforts to ensure that the purpose of this Clause 21.2, is not frustrated by any third parties, including possible resellers;

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- d. **The Customer** agrees to (i) cascade the contractual obligations set forth in this Clause 21.2 in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Clause 21.2;
- e. The representations and warranties set forth in Clause 21.1 above shall always remain true and correct;
- f. **The Customer** will provide written notice to **IDS**, as promptly as possible and in any event within 5 (five) business days, if (i) any representation or warrant set forth in Clause 21.1 above should cease to be true at any time, or (ii) **the Customer** should encounter any problems in applying Sub-Clause 21.2.a to 21.2.d, above, including any relevant activities by third parties that could frustrate the purpose of said clauses; and
- g. **The Customer** will not engage in any Military End-Use unless explicitly approved by **IDS**.
- 21.3 **The Customer** covenants, agrees and undertakes to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of **IDS** pursuant to this Agreement. **The Customer** will provide all information relating to requests for goods, that **the Customer** suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire **IDS** goods in violation of Economic Sanctions and Export Control Laws and will upon **IDS's** request, provide **IDS** with true, complete and correct copies of all documentation relating to any business dealings involving goods, including but not limited to, end-user certifications, information concerning compliance with the obligations under Sub-Clauses 21.2.a to 21.2.d., and other information as may be required by **IDS** within 2 (two) weeks of the simple request of such information.
- 21.4 Anything in this Agreement to the contrary notwithstanding, **IDS** shall not be obliged to make any payment or take any other action under this Agreement if **IDS** believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Controls.
- 21.5 The Agreement may be terminated immediately by **IDS** by written notice to **the Customer** if:
 - a. Any representation or warranty set forth in Clause 21.1 above should cease to be true at any time;
 - b. **The Customer** acts in breach of its covenants, Agreements and undertakings set forth in Clauses 21.2 and 21.3 above, which shall in each case be deemed a material breach of an essential element of this Agreement;
 - c. **The Customer** has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information required by **IDS**, including without limitation to, the intended End-Use/ End-User or destination of the goods;
 - d. **The Customer**, its affiliates, or any of their respective directors, officers or employees, becomes a Listed Person; or
 - e. Either Party's ability to fulfil an obligation under this Agreement is otherwise materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.
- 21.6 Upon any such termination, this Agreement and all rights and obligations hereunder shall immediately terminate, provided that **the Customer** shall remain liable to **IDS** for any breach of its obligations hereunder.
- 21.7 **IDS** shall not be liable to **the Customer** for any claims, losses or damage arising from **IDS's** exercise of its rights under Clause 21.4 and 21.5.
- 21.8 Any violation by **the Customer** of Clause 21.2 above shall constitute a material breach of an essential element of this Agreement, and **IDS** shall be entitled to seek appropriate remedies, including, but not limited to:
 - a. Termination of this Agreement;
 - b. A penalty of up to 25% of the total value of this Agreement or price of the goods exported, whichever is higher; and
 - c. Indemnification in accordance with Clause 21.9 below.
- 21.9 **The Customer** shall indemnify **IDS** and its Affiliates, directors, officers, employees, advisors, principles and holders of its equity interests (collectively, the "Indemnitees") against, and shall hold each Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of:
 - a. Any representation or breach of warranty set forth in Clause 21.1 above;
 - b. Any breach by **the Customer** of any of its commitments in Clauses 21.2 or 21.3 above; and
 - c. Any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

Processing of Personal Information

- 22. **The Customer's** privacy is very important to **IDS** and **IDS** will use reasonable efforts to ensure that any information, including Personal Information, provided by **the Customer**, or which is collected from **the Customer**, is stored in a secure manner.
- 23. **The Customer** agrees to give (where applicable) honest, accurate and current information about **the Customer** to **IDS** and to maintain and update such information when necessary.
- 24. Personal Information collected from **the Customer** may be used for inter alia, the following reasons:
 - 24.1 To perform our obligation as described in this Agreement;

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- 24.2 To set up and manage your account, for example by sending you notifications of changes to your account details;
- 24.3 To comply with local or international legal, auditing, operational or recordkeeping requirements to which we are subject, such as tax or financial reporting requirements;
- 24.4 To detect and prevent fraud and money laundering and/ or in the interest of security or crime prevention;
- 24.5 To detect and prevent any breach of sanctions and export control laws, regulations, rules or restrictive measures to which IDS is subject;
- 24.6 For Direct Marketing – please initial this clause to provide consent. Data subjects may refer to the privacy statement available on our website for further information on how to opt out of Direct Marketing activities (<https://www.idsprotect.co.za/za/en/privacy-center/privacy-statement>).
25. **The Customer** acknowledges that where Personal information relating to related parties of **the Customer** has been supplied to IDS, **the Customer** has made such related parties aware of the collection and processing of such Personal Information and that the relevant parties have given their voluntary consent for such Processing.
26. **The Customer** acknowledges that any information supplied to IDS in terms of this Agreement is provided voluntarily.
27. By submitting any information to IDS in any form, **the Customer** acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by IDS under any applicable Law in the manner contemplated above, when consent shall, in the absence of any written objection received from **the Customer**, be indefinite and/or for the period otherwise required in terms of any applicable law.
28. Unless **the Customer** has consented, IDS will not sell, exchange, transfer, rent or otherwise make available any Personal Information about **the Customer** (such as name, address, email address, telephone or fax number) to other parties and **the Customer** indemnifies IDS from any unintentional disclosures of such information to unauthorized persons.
29. Should **the Customer** believe that IDS has utilized **the Customer's** Personal Information contrary to applicable law, **the Customer** shall first resolve any concerns with IDS. If **the Customer** is not satisfied with such process, **the Customer** has the right to lodge a complaint with the Regulator, once established.
30. In this Agreement, the terms “Personal Information” and “Processing” shall have the meanings assigned to it in the Protection of Personal Information Act, 24 of 2013.

Jurisdiction

31. No relaxation or indulgence which IDS may grant to **the Customer** shall prejudice or be deemed to be a waive of IDS's rights hereunder or be construed as a novation of this Agreement.
32. IDS and **the Customer** consent to the jurisdiction of the Magistrate's Court Act no. 32 of 1944 for the determination of any claim which either party may have against the other arising out of the interaction which would otherwise be outside of the jurisdiction of the aforementioned court by virtue of the amount claimed in terms of section 29 of the Act.
33. Notwithstanding the amounts which may at any time be owing by **the Customer** to IDS, the parties hereby consent, in terms of Section 45 of the Magistrates Court Act (No. 32 of 1944 as amended), to the jurisdiction of the Magistrates Court having jurisdiction for the determination of any action preceding otherwise beyond the jurisdiction of the said court which may be brought by IDS against **the Customer** arising out of any transaction between the parties, it being recorded that IDS shall be entitled, but not obliged, to bring any action or proceeding in the said court and that all costs incurred in any action against **the Customer** in any competent court including costs on an attorney / client scale and attorneys collection commissions will be paid by **the Customer**.

Other

34. **The Customer** acknowledges that in the event of it being a proprietorship, partnership, a company or a close corporation and converting from a proprietorship, partnership or company to a close corporation or from a proprietorship, partnership or a close corporation to a company at any time hereafter, as the case may be, any surety / signatory in terms of this application for credit shall nevertheless still remain bound as a surety.
35. **The Customer** undertakes to notify IDS in writing within 7 (seven) days of any change of ownership of **the Customer's** business, or should **the Customer** be a company, of its share transactions, whereby the majority shareholding is affected, failing which notice of the entire balance owing, whether due or not, will immediately be deemed to be due and payable by **the Customer**. In addition to the foregoing, **the Customer** acknowledges that immediately upon any change of ownership in **the Customer** any outstanding amount whether due or not shall be deemed to be forthwith payable by **the Customer** to IDS.
36. **The Customer** hereby consents to :-
 - 36.1 The storage by IDS of the Personal Information that it has provided to IDS.
 - 36.2 The use by IDS of the Personal Information that it has provided to IDS for establishing its credit rating.
 - 36.3 The disclosure of the Personal Information that it has provided to IDS to credit control bureau, banks and other institutions for purposes of assessing **The Customer's** credit worthiness.

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37. **The Customer** further agrees that **IDS** will not be held liable for the bona fide disclosure of any of this information to such a third party and that no further specific consent is required for the transfer of such information to a third party. **The Customer** hereby consents to and authorises the creditor at all times to furnish credit information concerning **The Customer's** dealings with the creditor to a credit bureau and to any third party seeking a trade reference regarding **The Customer** in his dealing with the company.
38. **The Customer** hereby chooses its Domicilium Citandi et Executandi for all purposes arising out of or in connection with this Agreement and Deed of Suretyship to be the address stipulated under the heading "Physical / Delivery address".

Signed by **The Customer** or its duly authorised agent / signatory who hereby warrants that he / she is entirely familiar with, and which terms and conditions are deemed to be incorporated herein and form part of this Agreement and is authorised to sign on behalf of **The Customer**.

Signed for and on behalf of the Customer by:		
Signature		
Full Names		
Position		
Date		Place
Before the undersigned witnesses:		
Full Names		
Signature		



Africa's leading manufacturer and distributor of electronic security products.

DEED OF SURETYSHIP

IRO Credit Application for:

(Hereafter referred to as **THE APPLICANT**)

I, by my signature hereto (which appears below) do in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with **THE APPLICANT** in favour of **INHEP ELECTRONICS HOLDINGS (PTY) LTD** for the due performance of any obligation of **THE APPLICANT** and for the payment to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** by **THE APPLICANT** of any amounts which may at any time become owing to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** by **THE APPLICANT** from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against **THE APPLICANT** acquired by way of cession. This suretyship shall be a continuing covering guarantee / surety which may only be cancelled, in writing, by **INHEP ELECTRONICS HOLDINGS (PTY) LTD** and then only, provided that all sums then owing by **THE APPLICANT** (whether due or not) to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** have been paid in full. I hereby renounce the benefits of the legal exceptions "Non causa Debiti", Ordinis Seu Excussionis Et Divisionis" and "Cession of Action", with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to the standard terms and conditions contained in the application for credit facilities. I agree that the amount recoverable from me in terms of the suretyship shall, notwithstanding anything to the contrary herein and, in particular, notwithstanding the reference to a credit limit under the heading "credit limit required" in the attached "Application for credit facilities", be the full amount owing by **THE APPLICANT** to **INHEP ELECTRONICS HOLDINGS (PTY) LTD** at any time and not be limited as to the amount or in any other manner whatsoever.

I furthermore record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship / guarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship / guarantee is not binding (for whatsoever reason) on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

Date	Place	Date	Place
Signature of Surety		Signature of Surety	
Full Names		Full Names	
Physical Address		Physical Address	
Email Address		Email Address	
Cell No.		Cell No.	
Before the undersigned witnesses (2 required):			
Full Names			
Signature			