



Steyn Steel (Pty) Ltd

Reg No: 2012/005910/07

VAT No: 4750206510

www.steynsteel.co.za

Branch
Bochum 015 004 0898 / 068 326 4214
Giyani 015 004 0899 / 072 951 9663
Lebowakgomo 015 004 1525
Louis Trichardt 015 516 6562 / 4048
Mankweng 015 004 0320
Mokopane 015 101 1365
Musina 015 533 0001 / 4
Thohoyandou 015 964 3588
Tzaneen 015 306 0161 / 0134
Distribution Centre 012 010 0049 / 012 804 3265

WhatsApp

065 818 8582
076 352 8579
065 899 5508
069 838 8801
061 485 1417
065 894 2636
065 818 6275
081 770 6809
065 852 8682

E-Mail

ssb@steynsteel.co.za
ssg@steynsteel.co.za
sse@steynsteel.co.za
ssl@steynsteel.co.za
ssk@steynsteel.co.za
sso@steynsteel.co.za
ssm@steynsteel.co.za
sst@steynsteel.co.za
ssz@steynsteel.co.za
ssd@steynsteel.co.za

Address

Erf 573, Borkum Farm LS143, My Darling Road, Bochum
Erf 112, Portion 0, Zone C Giyani BA, New Khensani Hospital Rd, Giyani
Shop 1, Stand No M508, Zebedelia Road, Lebowakgomo
1 Burger Street, Louis Trichardt
Stand 408, R71 Nobody Village, Mankweng, Polokwane
34 Brahman Street, Mokopane
6 Harry Townsend Street, Musina
C/O Ramasaga & Manzere, Unit 2, Shayandima Industrial, Thohoyandou
18 Kudu Street, Tzaneen
96 Foundry Street, Silvertondale x 1, Silvertown

APPLICATION FOR CREDIT FACILITY (INCIDENTAL CREDIT) or CASH ACCOUNT

Preferred Steyn Steel branch:		Legal Entity: ☐ Company ☐ CC ☐ Trust ☐ Individual			
Legal Name:		Company Registration Number: (Please attach proof)			
Trading Name:		VAT registration: (Please attach proof)			
Postal Address:		Physical Address: (Please attach proof)			
Code:		Code:			
Contact EMAIL:		Tel Nr:		Cell:	
Settlement Terms: ☐ CASH ☐ COD Account ☐ 30day Account		Estimated monthly purchases:		Credit required:	
ONLY FOR 30 DAY ACCOUNTS	Details: ☐ Sole Proprietor ☐ Member ☐ Director (Please attach Copies of ID's)				
	Full Names & Surname:		ID Nr:	Designation:	
	Physical Address:				
	Full Names & Surname:		ID Nr:	Designation:	
	Physical Address:				
	Full Names & Surname:		ID Nr:	Designation:	
	Physical Address:				
	☐ YES ☐ NO Signature: Does the company or any of the directors, members or sole proprietor have any credit issues, EG: Debt-counselling, structured debt-payments on pressing legal debt issues?				
	Auditors Name:		Tel No:		
	Bank Name:		Branch Code/Descrip:		Account no:
Trade References: Company Name:		Account?	Terms	Credit limit	Average Monthly Purchases
1.		☐ YES ☐ NO			
2.		☐ YES ☐ NO			
3.		☐ YES ☐ NO			
Full Names & Surname of persons authorized to sign on behalf of Legal Entity: (Please attach proof)					
I/we the undersigned: - warrant that all the information supplied is true and correct; - authorise STEYN STEEL to do identity and/or credit checks on the APPLICANT; - authorise STEYN STEEL to contact trade references for information on payment history of the APPLICANT; - have read and irrevocably accept the terms and conditions attached to this document; - undertake to notify STEYN STEEL in writing within 7 (seven) days of any change of address; - undertake to notify STEYN STEEL in writing within 14 (fourteen) days of any change in ownership of THE APPLICANT's business; and - confirm that I am / we are duly authorised to sign this agreement and personally bind myself as surety and co-principal debtor for all amounts owing by the APPLICANT, and understand that all goods remain the property of STEYN STEEL until fully paid. - I hereby give my consent to receive marketing and other relevant information that may arise from my interactions with STEYN STEEL.					
Thus signed at _____ on this _____ day of _____ 20____					
Full Names & Surname Authorized Signatory:		Signature:		Date Signed:	
Full Names & Surname of Witness:		Signature:		Date Signed:	

Applicant initial: _____ Witness initial: _____

Incidental Credit Agreement - Terms and Conditions

1. CREDIT TERMS

- 1.1 THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by STEYN STEEL shall be due and payable unconditionally
 - 1.1.1 Cash on Delivery;
 - 1.1.2 or if THE APPLICANT is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by STEYN STEEL. Settlement is affected only on receipt of cash or due honour of card payment or similar payment instrument and shall be made to STEYN STEEL free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by STEYN STEEL is entirely at the discretion of STEYN STEEL, and may be withdrawn at any time.
 - 1.1.3 No settlement discounts may be taken, since this is already factored into the prices at which the goods are sold.
- 1.2 THE APPLICANT agrees to accept the receipt of electronic format statements, tax invoices, shipment documents (proof of delivery), credit and debit notes from STEYN STEEL, which will be transmitted via email or received physically upon delivery or collection, and the following conditions thereto, as required by South African Revenue Services, and in terms of the provisions of the Value-Added Tax Act for the issuing of tax invoices, credit and debit notes:
 - 1.2.1 Electronic documents (tax invoices, credit and debit notes) will be transmitted and issued to THE APPLICANT in PDF file format.
 - 1.2.2 Both THE APPLICANT and STEYN STEEL shall retain copies of the electronic documents in its original encrypted format for a period of five years from the date of the delivery to which it relates.
 - 1.2.3 The transmitted electronic document will constitute the original statement, tax invoice, credit or debit note. No other tax invoice, credit or debit note will be issued in respect of any specific delivery, unless as a copy of the original document.

2. CHANGE OF ADDRESS

THE APPLICANT undertakes to notify STEYN STEEL in writing within 7 (seven) days of any change of address.

3. CHANGE IN OWNERSHIP & CREDIT REVIEW

THE APPLICANT undertakes to notify STEYN STEEL in writing, within 14 (fourteen) days of any actual or proposed change in its ownership, shareholding, membership, or control. STEYN STEEL reserves the right, in its sole discretion, to review, amend, suspend, or withdraw any credit facilities granted to the APPLICANT upon such change. Failure to notify STEYN STEEL as required shall constitute a material breach of this Agreement. Any such change in ownership or control shall not release any party (including any surety) from liability under this Agreement unless expressly agreed to in writing by STEYN STEEL.

4. DOMICILIUM

THE APPLICANT and the signatory/ies hereto chooses Domicilium Citandi et Executandi (in other words, the address at which THE APPLICANT and the signatory/ies will accept all notices, legal documents and the like, whether or not THE APPLICANT and/or the signatory/ies is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in the document (Application for Credit Facility or Cash Account).

5. CONSENT TO SHARING INFORMATION

- 5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT and SURETY/IES specifically warrant that STEYN STEEL has consent to:-
 - 5.1.1 Carry out a credit enquiry from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT's in terms of this agreement.
 - 5.1.2 STEYN STEEL may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT's of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement. Such information shared is for purposes of making risk management decisions and preventing fraud.

5.1.3 If THE APPLICANT fails to meet his/her/its commitments to STEYN STEEL, STEYN STEEL may record THE APPLICANT's non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 12 months, THE APPLICANT will be required to re-apply for such a facility.

5.3 STEYN STEEL is required to collect, process and share THE APPLICANT's personal information. THE APPLICANT's personal information is collected and processed by STEYN STEEL's staff, representatives and sub-contractors and STEYN STEEL makes every effort to protect and secure THE APPLICANT's personal information. THE APPLICANT is entitled at any time to request access to the information STEYN STEEL has collected, processed and shared.

6. INTEREST ON OVERDUE ACCOUNTS

This Agreement constitutes an INCIDENTAL CREDIT AGREEMENT as defined in the National Credit Act, 2005 (Act No. 34 of 2005), as amended ("NCA"). THE APPLICANT acknowledges that where any amount due remains unpaid for more than 30 (thirty) days from the date on which it became payable, STEYN STEEL may, in its sole discretion, levy interest on the overdue amount at a rate not exceeding the maximum prescribed rate applicable to INCIDENTAL CREDIT AGREEMENTS as set out in the NCA and its regulations. Interest shall accrue monthly and may be capitalised as permitted by law. STEYN STEEL reserves all rights to enforce payment of outstanding amounts in accordance with the provisions of the NCA.

7. FORCE MAJEURE

Neither THE APPLICANT or STEYN STEEL shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than the payment of money) to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, epidemics, pandemics, governmental actions, power or communication failures, or supply chain disruptions ("Force Majeure Event"). The affected party must promptly notify the other party in writing upon the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects of such event. If a Force Majeure Event continues for a period of thirty (30) days or more, either party may terminate this Agreement upon written notice to the other party, without further liability.

8. PRIVACY POLICY

Please refer to the STEYN STEEL website www.steynsteel.co.za for the complete privacy policy relating to the personal information submitted through this application form.

Thus signed at _____ on this _____ day of _____ 20_____

by THE APPLICANT or its duly authorised agent/signatory, who hereby warrants that he/she is duly authorised to sign on behalf of THE APPLICANT:

Full Names & Surname Authorized Signatory:		ID Nr:
Designation/Capacity	Authorized Signatory Signature:	Date Signed:
Full Names & Surname of Witness:	Witness Signature:	Date Signed:

Applicant initial: _____ Witness initial: _____



Steyn Steel (Pty) Ltd

Reg No: 2012/005910/07

VAT No: 4750206510

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Branch	Tel	WhatsApp	E-Mail	Address
Bochum	015 004 0898 / 068 326 4214	065 818 8582	ssb@steynsteel.co.za	Erf 573, Borkum Farm LS143, My Darling Road, Bochum
Giyani	015 004 0899 / 072 951 9663	076 352 8579	ssg@steynsteel.co.za	Erf 112, Portion 0, Zone C Giyani BA, New Khensani Hospital Rd, Giyani
Lebowakgomo	015 004 1525	065 899 5508	sse@steynsteel.co.za	Shop 1, Stand No M508, Zebedelia Road, Lebowakgomo
Louis Trichardt	015 516 6562 / 4048	069 838 8801	ssl@steynsteel.co.za	1 Burger Street, Louis Trichardt
Mankweng	015 004 0320	061 485 1417	ssk@steynsteel.co.za	Stand 408, R71 Nobody Village, Mankweng, Polokwane
Mokopane	015 101 1365	065 894 2636	sso@steynsteel.co.za	34 Brahman Street, Mokopane
Musina	015 533 0001 / 4	065 818 6275	ssm@steynsteel.co.za	6 Harry Townsend Street, Musina
Thohoyandou	015 964 3588	081 770 6809	sst@steynsteel.co.za	C/O Ramasaga & Manzere, Unit 2, Shayandima Industrial, Thohoyandou
Tzaneen	015 306 0161 / 0134	065 852 8682	ssz@steynsteel.co.za	18 Kudu Street, Tzaneen
Distribution Centre	012 010 0049 / 012 804 3265		ssd@steynsteel.co.za	96 Foundry Street, Silvertondale x 1, Silverton

PERSONAL SURETYSHIP AND RETENTION OF OWNERSHIP

I, the undersigned, in my personal capacity, and by signing this Agreement, hereby bind myself jointly and severally as surety and co-principal debtor in solidum with THE APPLICANT in favour of STEYN STEEL for the due, proper, and punctual payment of all amounts which THE APPLICANT may now or in future owe to STEYN STEEL, from any cause whatsoever, including amounts arising under this INCIDENTAL CREDIT AGREEMENT.

I acknowledge that this suretyship constitutes a continuing covering suretyship and shall remain in full force and effect, notwithstanding any fluctuation in THE APPLICANT's account or any temporary settlement of the debt.

I hereby waive the benefits of excussion, division, and cession of action, the meaning and legal consequences of which I acknowledge myself to be fully acquainted with.

I understand and agree that all goods supplied by STEYN STEEL remain the sole property of STEYN STEEL, until paid for in full, regardless of delivery or possession. Ownership shall only pass to THE APPLICANT upon full and final settlement of all amounts owing.

No act of indulgence, extension of time, or relaxation by STEYN STEEL shall in any way release or discharge me from liability under this suretyship, which shall only be discharged upon written confirmation by STEYN STEEL.

I confirm that I have read and understand the legal implications of this suretyship and the waiver of legal exceptions.

Thus signed at _____ on this _____ day of _____ 20_____

Full Names & Surname Authorized Signatory:		ID Nr:
Designation/Capacity	Authorized Signatory Signature:	Date Signed:
Full Names & Surname of Witness:	Witness Signature:	Date Signed: