



PG Group (Pty) Ltd  
Reg Nr: 1973/001729/07

Shatterprufe Aftermarket Replacement Glass  
A Division of PG Group (Pty) Ltd Reg Nr: 1973/001729/07

Widney Transport Components (Pty) Ltd  
Reg Nr: 1968/012451/07

Shatterprufe  
A Division of PG Group (Pty) Ltd Reg Nr: 1973/001729/07

Please tick the correct Box

**DEBTOR DETAIL**

Partnership     Sole Proprietor     Close Corporation     Public Company     Private Company     Trust     Other (Specify)

Legal Entity \_\_\_\_\_  
 Trade Name \_\_\_\_\_  
 Physical Address \_\_\_\_\_  
 Postal Address \_\_\_\_\_ Code \_\_\_\_\_ Telephone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Vat Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
 Delivery Address \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Date Co/CC/Business Registered: \_\_\_\_\_ Commenced: \_\_\_\_\_  
 Auditors / Accounting Office / Bookkeepers Name \_\_\_\_\_ Company /CC Registration No: \_\_\_\_\_ Account Dept : Contact Mr/s \_\_\_\_\_

Full Names of Owners/Directors/Partners/Members	ID Number	Residential Address	Telephone Number
1.			
2.			
3.			

Has the Company/CC/Partnership issued/signed any Guarantees in favour of other Creditors - YES/NO

Has the Directors/Partner/Members issued/signed any Guarantees in favour of other Creditors - YES/NO

If YES please specify \_\_\_\_\_

Are your latest Financial Statements available for inspection - YES/NO

**Trade References (Three must be given)**

Name	Telephone Number	Address
1.		
2.		
3.		

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Code \_\_\_\_\_ A/C No \_\_\_\_\_

Type of account \_\_\_\_\_ Account in name of \_\_\_\_\_

**Details of property owned by Company/CC/Partners/Proprietor and Directors**

ADDRESS	Stand No & Township	Estimated Valuation	Bond Holder	Amount of Bond	In Whose Name is Property Registered
1.		R		R	
2.		R		R	
3.		R		R	

Total Credit Facility Required

Terms Required  from date of statement

AS SECURITY FOR DUE PAYMENT BY THE APPLICANT, THE DEBTOR HEREWITH CEDES HIS/IT'S BOOKDEBT TO THE SUPPLIER.  
 THIS CESSION IS HOWEVER SUSPENDED AND WILL ONLY TAKE EFFECT IN THE EVENT OF THE APPLICANT'S LIQUIDATION OR SEQUESTRATION.  
 I/WE ACKNOWLEDGE THAT CREDIT FACILITIES GRANTED BY THE SUPPLIER SHALL BE AT THE SOLE DISCRETION OF THE SUPPLIER AS TO THE NATURE, DURATION AND EXTENT.

I/WE HEREBY ACCEPT AND UNDERTAKE TO BE IRREVOCABLY BOUND BY THE TERMS AND CONDITIONS OF CONTRACT AS SET OUT ON THE REVERSE OF THIS APPLICATION WHICH TERMS AND CONDITIONS I ACKNOWLEDGE HAVING READ AND UNDERSTOOD AND AGREE ON BEHALF OF THE APPLICANT WILL BE APPLICABLE TO ALL TRANSACTIONS RELATING TO THE PURCHASE OF GOODS AND SERVICES FROM AND ANY OTHER FACILITY MADE AVAILABLE BY THE SUPPLIER.

I/WE ACKNOWLEDGE THAT THE ABOVE INFORMATION WILL BE RELIED UPON BY THE SUPPLIER IN GRANTING CREDIT AND CONSENTS TO THE SUPPLIER MAKING ANY ENQUIRIES IT DEEMS NECESSARY TO VERIFY AND AMPLIFY THE INFORMATION.

I/WE AGREE THAT THE INFORMATION SUPPLIED IS TRUE AND CORRECT

AUTHORISED SIGNATORY \_\_\_\_\_ FULL NAME \_\_\_\_\_

CAPACITY \_\_\_\_\_ DATE \_\_\_\_\_

I/WE THE UNDERSIGNED HEREBY BIND MYSELF AS SURETY AND CO-PRINCIPAL DEBTOR(S) IN SOLIDUM WITH APPLICANT COMPANY OR OTHER LEGAL ENTITY FOR THE DUE AND PUNCTUAL PERFORMANCE BY THE APPLICANT FOR ALL PRESENT AND FUTURE OBLIGATIONS BY THE APPLICANT TO AND IN FAVOUR OF THE SUPPLIER.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## **Terms and conditions of supply and credit - Non Consumers**

### **1. Definitions**

- 1.1 **Delivery** - transfer of Products from the Supplier to the Purchaser by transportation or installation.
- 1.2 **Delivery note** - the document presented to the Purchaser or its agent on delivery of Products.
- 1.3 **Invoice** - the document issued by PG setting out amounts owing for Products delivered to the Purchaser.
- 1.4 **Manufacturer** - the manufacturer of Products.
- 1.5 **Order** - any request for Products received by PG.
- 1.6 **Order confirmation** – a communication generated by PG by email, fax or phone or otherwise setting out details of an order of Products which PG has agreed to supply to the Purchaser.
- 1.7 **Parties** – the Purchaser and PG.
- 1.8 **PG** - PG Group (Pty) Ltd, registration number 1973/001729/07, inclusive of all divisions namely PFG Building Glass, Shatterprufe, PG Building Glass Solutions, PG Building Glass Processing, PG Glass as well as its subsidiaries.
- 1.9 **Products** – all items manufactured in the medium of glass and allied accessories, supplied by PG to the Purchaser.
- 1.10 **Product Specification** - the qualitative and quantitative physical and functional characteristics of Products set by PG within which Products are to be manufactured and/or processed, including samples, as modified by PG in writing.
- 1.11 **Quotation** - any verbal order enquiry responded to by PG or any document issued by PG containing an estimate of the purchase price of Products.
- 1.12 **Statement** – the document issued by PG to the Purchaser consolidating a number of Invoices in a period of trading.

### **2. Application of these terms**

- 2.1 PG recognises that for operating convenience, the Purchaser may seek to use its own documents. Irrespective of any other term in any of the Purchaser's documents, including the Order, every supply of Products will be on these terms and conditions.
- 2.2 No warranties or representations made by PG will be binding unless contained in this agreement and no amendment, novation, or cancellation of any or all of these terms will be valid unless in writing and signed by PG.

### **3. Specifications and promotional material**

All Products are supplied subject only to the Product Specifications and no other representations regarding the Products, whether oral, in illustrations, plans, dimensions, adverts, brochures or other formats, issued by PG or the Purchaser, may be relied on by the Purchaser for any purpose.

### **4. Quotations and Orders**

A Quotation or an Order will only become binding when PG generates an Order Confirmation.

### **5. Suspended or cancelled supply**

PG will be entitled to suspend or refuse delivery without the Purchaser having any recourse against PG if products or components are not available from PG's suppliers, or PG does not receive any instructions required by PG from the Purchaser; or there is not capacity at PG's plants for the manufacture or processing of the Products; or PG believes the Purchase may not be able or willing to pay for the Products; or PG has called for a deposit and the Purchaser has not paid the deposit in full or the Purchaser is in breach of these terms.

### **6. Delivery**

- 6.1 PG does not guarantee delivery of the Products on any specific date. Other than in terms of clause 7, below, the Purchaser will have no claim against PG for delays in delivery, partial delivery or non-delivery and the Purchaser will not be entitled to cancel the order, refuse delivery or to withhold any payment due to PG.
- 6.2 If the Purchaser's employees or employees of any third party assist with loading or offloading of the Products, the assistance will be rendered at the sole risk of the Purchaser.
- 6.3 The Purchaser will be entitled and required to inspect the Products on delivery. The signature of any person at the premises at which the Products are delivered which appears on the Delivery note will constitute evidence of the delivery of all the Products described in the Delivery Note in full and in good condition unless proved otherwise by the Purchaser.
- 6.4 If the Products are delivered by a transporter chosen by the Purchaser, the Purchaser indemnifies PG against all claims arising out of the transportation of Products.
- 6.5 If the Purchaser fails to take delivery of the products when agreed risk in the Products will pass to the Purchaser and the Purchaser must pay within 10 days of demand PG's costs, including transportation, storage and insurance etc.

### **7. Damaged or Missing Products**

The Purchaser undertakes to inspect Products within five business days of delivery. No claim against PG for damaged or missing Products will be valid unless the Purchaser notifies PG of the claim in writing within 48 hours of delivery of the Products giving details of the nature and extent of the damage.

### **8. Product Quality and warranty**

- 8.1 PG warrants that Products will, for a period of 10 years from the date of Delivery, comply with the Product Specifications. PG makes no other warranties whatsoever. The Purchaser waives any claim against PG arising out of design or suitability of Product or installation method, fitness for purpose, aesthetics, defects arising from improper transportation, storage, handling, installation, maintenance, cleaning or other abuse such as breakage, pitting or chipping, deterioration from normal wear and tear.
- 8.2 No claim for defective Products or under PG's warranty will be valid unless the Purchaser notifies PG within 5 days of the defect manifesting in the Product or the date on which the Purchaser should have become aware of the defect, giving details of the nature and extent of the defect and PG is afforded access to the Product for testing or repair purposes.
- 8.3 Should PG accept a warranty claim, PG will be obliged in full and final discharge of its obligations to the Purchaser to at PG's election either supply replacement Product ex-works or repair the Product to conform to the Product Specification, without any further cost to PG. These remedies will be the only remedies available against PG and PG will not be liable on any other basis in law.
- 8.4 PG will under no circumstances be liable for consequential damages or indirect losses, including loss of profits.
- 8.5 This warranty does not cover products or components of products supplied by PG but manufactured by a party other than PG. PG will however cede the manufacturer's warranty to the Purchaser to the extent PG is able.

### **9. Returns**

Under no circumstances will PG be obliged to accept the return of Products other than as provided for in this agreement. If PG accepts a return of Products, PG may deduct from the purchase price refundable to the Purchaser a handling fee of 15%. If PG accepts the cancellation of an order or the return of Products manufactured for the Purchaser which PG is unable to sell to another customer within 10 days, the Purchaser agrees to pay the full price of the Products.

### **10. Risk and Ownership**

- 10.1 Products are loaded, transported and offloaded and installed at the Purchaser's risk and the Purchaser will be required to obtain insurance, unless agreed otherwise in writing by PG.
- 10.2 The Purchaser will only become the owner of the Products when PG receives full payment of the purchase price.
- 10.3 The Purchaser undertakes to inform PG immediately of any attempt by any third party to claim, seize, retain possession of or execute against the Products prior to ownership transferring to the Purchaser.
- 10.4 The Purchaser undertakes to inform the landlord of any premises where Products are stored prior to the Purchaser paying, of PG's ownership of the Products.
- 10.5 Where Products are installed or used in third party's property, the Purchaser hereby cedes to PG all its rights under any lien.

### **11. Price**

- 11.1 Unless otherwise agreed in writing and signed by PG:
  - 11.1.1 Products are supplied subject to PG's current price ruling on the date upon which the Products are delivered to the Purchaser, less any discounts authorised by PG in writing;

11.1.2 all prices are specified ex-factory and are strictly net of value added tax, or any other ancillary cost, charge or impost such as packaging, carriage or freight costs.

11.2 Discounts will be calculated on the net price of the products, exclusive of value added tax.

## **12. Payment**

12.1 The Purchaser agrees to pay the full purchase price of Products without any deduction, exchange or set-off, save for discounts, within thirty days of the date on PG's Invoice or Statement, or such other period as PG may agree to in writing and sign for, into the account nominated by PG.

12.2 Discounts will be forfeited if payment of the purchase price is not received by PG on due date.

12.3 Under no circumstances shall any payment be deemed to have been received by PG, until PG is actually in possession thereof, if in cash, or irrevocably cleared to the credit of PG on PG's bank account, if by other means.

12.4 If the Purchaser disputes any Invoice or Statement, the Purchaser undertakes to pay for all Products not disputed on the credit terms granted to the Purchaser, failing which any discounts will be forfeited without prejudice to PG's remedies in law.

12.5 PG shall be entitled to appropriate or apportion any payment received from the Purchaser to any indebtedness which the Purchaser may owe to PG or realise any security held by PG and use the proceeds towards payment of any amount due by the Purchaser.

12.6 Negotiable instruments received by PG from the Purchaser will not novate the debt for which they're given unless otherwise stated by PG in writing, and the Purchaser waives presentment, notice of dishonour and protest, if applicable.

12.7 Should PG require, the Purchaser will pay to PG on demand interest compounded monthly in arrears on any amount not paid on due date in terms of this Agreement at 4% above the prime borrowing rate levied by PG's Bank from time to time, from the due date of payment is received by PG.

12.8 If payment of any invoice becomes overdue, the price for all other Products delivered to the Purchaser will immediately become due, owing and payable to PG, even though the due date for payment has not arrived.

## **13. Credit Facilities**

13.1 To obtain credit from PG, the Purchaser is to complete and sign this credit application form and in so doing consents to PG or its agent obtaining credit information regarding the Purchaser and provide security for payment required by PG.

13.2 Compliance with clause 13.1 will not mean that PG is compelled to grant credit facilities to the Purchaser and PG will always have the discretion whether to grant credit facilities to the Purchaser, and if so, on what terms.

13.3 To obtain an increased credit limit from PG, the Purchaser is to complete and sign a new credit application form for PG's consideration.

13.4 If PG becomes concerned about the Purchaser's creditworthiness, PG may require the Purchaser to pay the purchase price of Products in cash against delivery and/or furnish security to the satisfaction of PG for its existing and/or future indebtedness. PG may cancel this agreement on written notice to the Purchaser, without prejudice to its rights to claim damages, should the Purchaser fail to furnish satisfactory security or satisfactory substantiation of the value of security within 10 days of PG's request.

## **14. Name, Trade and other markings**

The Purchaser will not in any manner use any name, trade, business, product or other identificatory mark, design or logo belonging to or used by PG, without the express written permission of PG.

## **15. Termination**

Without prejudice to any other right which PG may have against the Purchaser, if the Purchaser breaches any of the terms of this Agreement and fails to remedy the breach within 5 days or in the event of failing to pay any amount to PG on due date fails to remedy the breach within 24 hours of receipt of a written notice from PG requesting the Purchaser to do so; ceases carrying on business, dies or is provisionally or finally sequestrated or surrenders or makes application to surrender his estate; or being a partnership, the partnership is terminated or sequestrated; or being a company or close corporation is placed under provisional or final order of liquidation or business rescue; or has a judgment recorded against it which remains unsatisfied for a period of 7 days; or compromises or attempts to compromise generally with any of the Purchaser's creditors; PG may elect to treat as immediately due, owing and payable all outstanding amounts due or owing or which will become payable by the Purchaser; cease performance of PG's obligations; cancel this agreement and retake possession of any of the Products not paid for in full by the Purchaser.

## **16. Legal proceedings**

16.1 This Agreement will be regulated exclusively by South African law and legal proceedings will be adjudicated by the South Gauteng High Court.

16.2 Either party will be liable for the actual legal costs incurred by the other in the valid or lawful enforcement of this Agreement.

16.3 A certificate signed by a Director of PG, whose appointment will not require proof, showing the amount due and owing by the Purchaser to PG at any given time shall be sufficient proof of the contents for the purpose of all legal proceedings against the Purchaser, unless proved to the contrary by the Purchaser.

## **17. Communications**

All communications between the parties sent in writing to the above contact details, if sent by pre-paid registered post will be deemed to have been received ten business days after posting; if delivered by hand on the date of delivery, if faxed or emailed on date of due transmission unless such date is not a business day, in which event it shall be deemed to have been received on the following business day, unless the contrary is proved.

## **18. Events beyond control**

PG will not be liable for any failure or delay in performing its obligations caused by the occurrence of any event beyond its reasonable control and affecting its performance.

## **19. Confidentiality**

The Purchaser undertakes not to divulge or allow to be divulged by its employees, representatives, consultant or agents without the prior written consent of PG, all information belonging to PG which is not available to a competitor of PG.

## **20. General Terms**

20.1 The Purchaser shall not be entitled to cede its rights or delegate any of its obligations under this agreement without prior written consent of PG.

20.2 No indulgence, extension of time, relaxation or latitude which either party may give the other party will be a waiver by the former party of its rights.

20.3 This Agreement will be binding on each parties successors in title or assigns.

20.4 PG will not be liable to the Purchaser for any consequential damages or loss of profits.

## **21. Liability of signatory/ies**

The person signing on behalf of the Purchaser warrants that s/he is duly authorised to represent and bind the Purchaser to this agreement, that all information given to PG is correct and accurate failing which s/he will become personally liable to PG for all the obligations of the Purchaser purportedly assumed by the Purchaser in terms of this agreement.

**There is a risk of injury or death to persons and damage to or loss of property caused by glass breakage and PG will not be liable should such harm occur.**

To be completed by consumers, sole proprietors, partnerships and close corporation with a turnover of R2 million

INCOME		EXPENDITURE	
SALARY / WAGES	R	HOME LOAN / RENT	R
OTHER INCOME	R	VEHICLE REPAYMENTS	R
		CREDIT CARDS / OVERDRAFT	R
		GROCERIES	R
		SERVICES (WATER & LIGHTS)	R
		INSURANCE	R
		OTHER	R
<b>TOTAL</b>	R	<b>TOTAL</b>	R
<b>NETT DISPOSABLE INCOME (Income LESS Expenditure)</b>			R

I/We hereby agree that I/We can afford this debt: \_\_\_\_\_

Signed \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

Witness (1): \_\_\_\_\_

Witness (2): \_\_\_\_\_