

**Address:** Corporate Park, 47 Regency Drive, Unit 1 Route 21,  
Irene, Centurion, 0157

**General:** info@xpel.za.com **Tel:** 087 158 2455  
**Orders:** order@xpel.za.com **Reg Nr:** 2009/116105/23  
**Quote:** quote@xpel.za.com **VAT Nr:** 4530265521  
**Debtor Accounts:** admin@xpel.za.com  
**Creditor Accounts:** quote@xpel.za.com **www.xpel.za.com**



## CUSTOMER INFORMATION

**Applicant** **Company Trading Name**  
**Company Registered Name**  
**Associated Companies, Subsidiary Companies (if any), and/or Holding Company**

Private Company      Public Company      Close Corporation      Partnership      Sole Proprietor

**Nature of Business** **Date Established**

**Telephone No** **Company Registration No** **VAT Registration No**

**Postal Address** **Trading Address** **Registered Address**

**Website** **Social Media** **Contact Person**

**Direct No** **Email Address** **Mobile No**

**Accounts Contact Person** **Direct/Mobile No** **Email Address**

**Our Account Number With You**

**Directors of the Company \ Members of the Corp \ Partners \ Sole Proprietor**

**Full Names ID No. Residential Address Telephone No**

1) Full Names      ID      Address      Tel:

2) Full Names      ID      Address      Tel:

3) Full Names      ID      Address      Tel:

4) Full Names      ID      Address      Tel:

**Estimated Monthly Purchases from CPP: (Rand)** **Req Terms**

**Signature** **Date**

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## CUSTOMER INFORMATION ... CONTINUED

Delivery Address if different from Registered Address:

Owned By Applicant? Yes No

If No, name and address of owner /landlord:

List particulars of sureties, cession of debtors, notarial bonds and all forms of security given by the applicant

Full Names ID No. Residential Address Telephone No

1) Contact Person Tel

2) Contact Person Tel

3) Contact Person Tel

### Banking Details

Bank	Branch	Account Number
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### Auditor Details

Auditor's Name and Address:	Telephone Number	Contact
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### Warranty

1. I/We \_\_\_\_\_, by my/our signature hereto warrant that:
2. All the information in this application is true, correct and up to date;
3. I am a director/member/partner/sole proprietor/Finance Manager of the Applicant;
4. I am duly authorised to seek credit facilities for the Applicant and to pledge the Applicant's credit;
5. I am duly authorized generally to represent and act for the Applicant;
6. I have read and understood the Terms and Conditions attached hereto.
7. Applicant acknowledges that credit facilities shall be granted in terms of the information provided in respect of this application.
8. The Applicant warrants that all the particulars contained in this application are true and correct.

Date	Print Name	Signature
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Date	Print Name	Signature
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## TERMS & CONDITIONS

Terms and conditions of Agreement of sale entered into and between:

Custom Protection Products C.C. ("The Seller")

AND

("The Purchaser")

It is agreed that:

1. The invoice price reflected on the Sellers invoice shall be paid by the Purchaser without any deductions in accordance with the terms of payment which the parties hereto might from time to time agree.
2. The Seller shall be entitled to charge interest, from time to time, at the maximum rate of permissible law on all overdue amounts.
3. The Purchaser agrees that payments received shall in the first instance be credited to costs, then to interest and thereafter to any capital amounts owing.
4. The risk in and to the goods purchases shall pass to the Purchaser on delivery thereof which shall be deemed to have been effected by the agent of the Seller or the agent of the Purchaser.
5. Notwithstanding deliver of the goods ownership shall remain vested in the Seller and shall not pass to the Purchaser until payment of the purchase price for such goods has been made in full.
6. The Seller shall under no circumstances whatsoever be liable for any loss of profit or any damages, direct or indirect, consequential or otherwise sustained by the Purchaser arising out of any breach by the Seller of any of its obligations and/or those of its employees, servants and agents and/or those of any of its supplier and/or sustained by the Purchaser arising out of any negligence on its part or those of its employees, servants, agents and/or suppliers.
7. In the event of the Purchaser committing any breach of the terms of this agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
  - a. Retake possession of the goods sold and delivered to the Purchaser, in respect of which ownership has not passed and/or:
  - b. Demand that the Purchaser immediately make payment to the Seller of all amounts in respect of all goods sold and delivered by the Seller to the Purchaser notwithstanding that payment in respect of any such goods might not then be due and payable.
8. In the event of the Purchaser failing to make payment of any amount on the due date thereof, the full amount in respect of all goods sold and delivered by the Seller to the Purchaser, shall immediately become due owing and payable.
9. Notwithstanding the amount which may at any time be owing, the Purchaser consents 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 jurisdiction in any action or proceeding. Notwithstanding this consent, the Seller may in its sole discretion decide in any other court of competent jurisdiction.
10. The Purchaser nominates the Purchaser's physical address as recorded on the second page of the application to which these terms are attached as their own domicilium citandi executandi.
11. The Purchaser hereby irrevocable and in rem suam sedes, pledges, assigns, transfers and makes over unto and in favour of the Seller, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and however arising which the Purchaser may now or at any time hereafter have against all and any person, companies, corporations, firms partnerships, associations, syndicated and other legal personae whomsoever (Purchaser's debtors) without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause or causes arising and for the due performance of every other obligation howsoever arising which the Purchaser may be or become bound to perform in favor of the Seller, it being acknowledged that this cession is a cession in securitatum debiti and is not an out-and-out cession. Should it transpire that the Purchaser entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts, which will from time to time be subject to this cession shall operate as a cession of all the Purchaser's reversionary rights.
12. In the event of any order being given to the Seller on the Purchase's official order form, the Purchaser shall be stopped from denying the validity of such order, notwithstanding the fact that such order may have been given or signed by a person not authorized by the Purchaser.
13. No extension of time or any other relaxation or indulgence granted by the Seller to the Purchaser shall operate as, or be deemed to be a waiver by the Seller of any of its rights under this agreement, or novation of any of the terms and conditions of this agreement.
14. The credit facilities may be altered or withdrawn by the Seller, in its sole and absolute discretion received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.
15. A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received any the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent or representative of the Purchaser.
16. A certificate signed by a Director or Manager of the Seller shall constitute prima facie proof of the Purchaser's indebtedness and the amount thereof owing by the Purchaser to the Seller at any time and shall for purposes of any legal action against the Purchaser, be binding on the Purchaser.

Initial

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## TERMS & CONDITIONS ... CONTINUED

17. Should the Purchaser have previously made application to the Seller for credit facilities, which said application would have embodied terms and conditions and should the Purchaser have furnished any security to the Seller for the due obligations of the Purchaser to the Seller on any previous occasion the Purchaser records and acknowledged that the signature by it of this document shall not be regarded as a novation of any such previous agreement or any prior security given by it to the Seller. The Purchaser furthermore records and acknowledges that, insofar as any provision contained herein may be inconsistent with any provision contained in any document previously executed by it the provisions of this document shall prevail.
18. In the event that the Seller has to utilize the service of its attorneys to recover any debt owed by the Purchaser and/or should a dispute of any nature arise between the Seller and the Purchaser, the Purchaser shall be obligated to make payment of all costs, charges and expenses of whatsoever nature incurred by the Seller even though summons has not been issued and, including without limitation, all legal costs on the scale as between attorney and own client such costs to include, but not be limited to, collection commission, tracing agents charges and any other charges incurred by the Seller in enforcing its rights against the Purchaser.
19. The Purchaser undertakes to notify the Seller in writing, of any charge details given including change ownership, name or address. Such change shall in no way derogate from the surety/ies liability to the Seller.
20. By agreeing to these Terms and Conditions, the Purchaser hereby authorizes the Seller to conduct credit checks and obtain credit reports from credit bureaus or other credit reporting agencies for the purposes of assessing the Purchaser's creditworthiness, managing the Purchaser's account, and determining the Purchaser's eligibility for any products or services provided by the Seller. The information obtained from such credit checks will be used in accordance with the Protection of Personal Information Act (POPIA) and other applicable legislation. It will be used solely for purposes related to the Purchaser's account and the Seller's services, including but not limited to: (i) verifying the Purchaser's identity and credit history; (ii) making credit decisions regarding the Purchaser's account. Managing the Purchaser's account and (iii) assessing any risks related to the Purchaser's account. The Seller may disclose the Purchaser's credit information to credit bureaus, credit reporting agencies and other third parties as permitted or required by law. This may include sharing the Purchaser's information with debt collection agencies or legal representatives in the event of default or non-payment. The Purchaser acknowledges that the credit information provided to the Seller is accurate and up-to-date. The Purchaser agrees to notify the Seller promptly of any changes to the Purchaser's credit information. Under the Protection of Personal Information Act (POPIA), the Purchaser has the right to access the information that the Seller holds about the Purchaser and to request correction of any inaccurate, irrelevant, excessive, outdated, incomplete, misleading or unlawfully obtained personal information. The Seller will retain the Purchaser's credit information for as long as necessary to fulfill the purposes outlined in these Terms and Conditions or as required by law. The Purchaser has the right to withdraw consent to the Seller conducting credit checks at any time. However, the Purchaser acknowledges that withdrawing consent may impact the Seller's ability to provide the Purchaser with certain products or services.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Signature \_\_\_\_\_

Who acknowledges having read and understood the entire contents hereof and who warrants that he is duly authorized hereto.

Name in full (Print)  
Position / Capacity  
Signature

Who acknowledges having read and understood the entire contents hereof and who warrants that he is duly authorized hereto.

Name in full (Print)  
Position / Capacity  
Signature

Witness

Name in full (Print)  
Telephone

Address