



NIGHTWING@NIGHTWING.CO.ZA
WWW.NIGHTWING.CO.ZA
[T] 011 440-0114
[T] 0860 COURIER

CREDIT APPLICATION

REG. NO. 2000 / 025383 / 07

Customer Name (Legal Status): _____ (CC) (PTY)

Street Address: _____

_____ Code: _____

Office Hours: Open: _____ Close: _____ Security: Yes: No:

Rate Given: Dom: _____ Int: _____ Sales Rep Code: _____

Contact Details:

Person: Contact: _____ **Phone:** Primary: _____
Accounts: _____ **Fax Num: _____
Courier: _____ A/ Hrs: _____

e-mail: POD's: _____
Accounts 1: _____ Accounts 2: _____
Website: _____

Do you require a P.O. or Ref Number? Yes No: Please supply example: _____

Do you require Cost Centres? I.e. Different Invoices per Cost Centre, One Statement. Yes: No:
If YES please state what they would be: _____

Reg. No: _____ VAT No: _____

Importer/ Exporter Code: _____ / _____

**Credit Limit: R _____ **Estimated Monthly Spend: _____

Nature of Business: _____ Industry: _____

Bank: _____ Acc. No: _____ Branch Code: _____

Names of Directors / Members:

Name:	**I.D. No:	**Cell No:
1. _____		
2. _____		
3. _____		
4. _____		

Trade References:

Company Name:	Contact Name:	Telephone Number:	Account No:
1. _____			
2. _____			
3. _____			



STANDARD TRADING CONDITIONS OF NIGHTWING SA (PTY) LTD
Reg No.2000 / 025383 / 07

- 1. In these conditions "Company" shall mean NightwinG SA (Pty) Ltd.
2. "Customer" shall mean any person at whose request or on whose behalf the Company undertakes or provides any business or service.
3. "Carriage" shall mean all forms of carriage and related activities undertaken by the Company on behalf of the Customer.
4. These conditions apply to all contracts, business or dealings with the Company.
5. The Company may delegate the carriage of the Customer's goods to a third party. These conditions shall apply and govern the relationship between the Company or the third party and the Customer.
6. The Company is not a common carrier and will only carry documents or goods subject to these conditions. The Company reserves the right to refuse the carriage or transportation of any documents or goods for any person, firm or company and the carriage or transportation of any class of documents or goods at its discretion.
7. The Company will not accept or in any way be presumed to have accepted:
7.1 Dangerous/Radio Active Materials;
7.2 Arms and Ammunition;
7.3 Livestock;
7.4 Valuable cargo, being any one or more of the following:
7.4.1 Goods having a declared value for carriage exceeding US Dollars 1000 (or Rand equivalent) per gross kg;
7.4.2 Precious metals such as Gold or Platinum;
7.4.3 Jewellery made of Silver, Gold or Platinum;
7.4.4 Jewellery consisting of precious stones;
7.4.5 Precious stones (including inter alia Diamonds, Rubies, Emeralds and Sapphires);
7.4.6 Watches or furs;
7.4.7 Banknotes, Travellers Cheques, Securities, Shares, Share Coupons and Stamps.
8. No variation of these conditions, including this clause, shall be binding on the Company unless recorded in writing and signed by the Company and the Customer.
9. The Customer warrants that it is the owner, alternatively that it has been authorised by the owner of the goods to deal with the Company i.r.o the goods and hereby irrevocably indemnifies the Company against all and any claims of whatsoever nature made by the owner of the goods.
10. All goods are handled at the risk of the Customer and the Company shall not be liable for any loss or damage to the goods irrespective of the cause of the loss or damage, including where such loss or damage is caused by the negligence or gross negligence of the Company, its employees or its agents.
10.1 The Company shall not be liable for any loss or damage caused by the non-delivery or incorrect delivery of the goods.
10.2 The Company shall not be liable for any consequential loss.
11. The Company shall be entitled to claim all and any monies owing by the Customer to the Company in respect of all previous and current dealings between the Company and the Customer.
12. The Customer shall not be entitled, as a result of any loss or damage described in clause 10 above, to withhold payment of any monies due and owing to the Company.
13. The Customer hereby indemnifies the employees and agents of the Company against any liability of whatsoever nature to the Customer and this clause is stipulated for the benefit of those persons.
14. The Customer warrants the accuracy of all particulars, inter alia values and descriptions, given to the Company for any purpose of whatsoever nature and hereby indemnifies the Company against all expenses, claims or fines arising from the inaccuracy or omission of the particulars.
15. It is the responsibility of the Customer to package their goods or documents, including the placing of documents or goods in any container, which may be supplied to the Customer by the Company. The Company shall not be liable for loss or damage to goods or documents caused by inadequate or inappropriate packaging. Any assistance given by the Company, its employees or agents in the packaging, loading or unloading shall be at the sole risk of the Customer. Any packaging, loading or unloading effected by the Customer on the premises of the Company shall be at the sole risk of the Customer. It shall be the sole responsibility of the Customer to address adequately each consignment of documents or goods to enable effective delivery to be made. The Company shall not be liable for delay in forwarding or delivery resulting from Customer's failure to comply with its obligations in this respect.

.....
Director/Member/Owner Signature

:
Witness 1

.....
Witness 2

STANDARD TRADING CONDITIONS OF NIGHTWING SA (PTY) LTD

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- 16. The Customer undertakes to pay the Company in accordance with the rates notified to the Customer from time to time. The Company shall carry the Customer's documents or goods between destinations agreed between the Company and the individual Customers. The Company reserves the right to select the route, the procedure, the handling, the storage, the transport and any successive carriers when carrying the Customer's documents or goods.
- 17.
- 18. The Customer shall reimburse the Company for any of the following disbursements or losses incurred by the Company i.r.o the Customer's goods or documents: any tax, duty, impost, fine or any outlay of whatsoever nature imposed by authorities at any port.
- 19. The Company shall have a lien over all goods of the Customer as security for all monies owing by the Customer to the Company and reserves the right to hold the goods until the Customer's indebtedness to the Company has been settled in full. The Company reserves the right to exercise the lien and hold the goods in its sole and absolute discretion and irrespective of the fact that credit may have originally been granted by the Company to the Customer.
- 19.1 In the event that the Customer fails to pay the Company within thirty days from date of statement the Company reserves the right to, without notice to the Customer:
 - 18.1.1 To charge interest on the overdue amount at the prime rate of interest charged by the Company's bankers on unsecured overdraft facilities from time to time;
 - 18.1.2 To sell the goods in any manner and on whatever terms it deems fit;
 - 18.1.3 To deduct from the proceeds of the sale the amount owed by the Customer to the Company together with interest thereon and all expenses incurred i.r.o the sale. The Company agrees to pay the surplus to the Customer within a reasonable period and without interest.
 - 18.1.4 The Company shall not be liable to the Customer in any manner whatsoever except as stated in clause 18.1.3 above.
- 20. In the event that the Customer requires insurance it shall give the Company written notice thereof. The insurance will be subject to the terms, conditions and exceptions of the relevant insurance broker or underwriter. Unless otherwise agreed in writing the Company shall not be obliged to obtain separate insurance in respect of separate consignments but may insure all or any of the Customer's goods under any open or general policy held by the Company from time to time. Should the insurer dispute liability in terms of any insurance policy in respect of any goods the Customer concerned shall have recourse against such insurer only and the Company shall not be liable to the Customer in any manner of whatsoever nature.
- 21. All documents and other matter including inter alia, cash, cheques or remittances, sent to the Company by post shall be deemed not to have been received by the Company until they are actually delivered into the possession of the Company and in the event of a dispute arising the onus shall rest on the Customer to prove delivery and the mere proof of posting shall not suffice to discharge this onus.
- 22. If the consignee refuses to accept delivery of the goods or instructs the Company to return the goods to the Customer because they are defective or for any reason, the Customer shall pay the Company's charges in respect of the delivery or return of the goods on demand.
- 23. These trading conditions shall prevail over any of the Customer's trading conditions unless otherwise agreed in writing with the Company.
- 24. Insurance is not provided by NightwinG unless specifically requested – please indicate on your waybill if you require insurance for a shipment.
- 25. The signatory to this Credit Application warrants the following:
 - 25.1 That the above information is true and correct;
 - 25.2 That he/she has the necessary authority to bind the customer to the Trading Conditions of NightwinG SA (Pty) Ltd, printed above on this Credit Application and to the conditions for the granting of credit;
 - 25.3 That he/she has read and understood the aforesaid Trading Conditions of NightwinG SA (Pty) Ltd;
 - 25.4 He/she accepts that settlement terms are strictly 30 days from date of statement and agrees that interest will be charged on all overdue amounts at the prime rate charged by NightwinG SA (Pty) Ltd bankers on unsecured overdraft facilities from time to time.

The director / member / owner must sign the credit application. Should the person signing not be one of the above they need to produce a Power of Attorney stamped and signed by a Commissioner of Oaths stating that they have authority to sign.

I / we, the undersigned, do hereby bind myself / ourselves jointly and severally as surety / sureties for and on behalf of the co- principal debtor / debtors in solidum for the full payment on demand to NightwinG SA (PTY) Ltd. (To be signed by Director/member/owner).

Signed on this..... day of..... at.....
Day Month Year Place (Company Name)

.....
Director/Member/Owner Signature

.....
Full Name

.....
ID Number

Witness 1 :

Witness 2 :