



+27 12 030 0144
info@fuelu.co.za
www.fuelu.co.za



125 Tradouw Street
Waterkloof Heights
Pretoria, 0181



P.O. Box 908125
Montana
Gauteng, 0151

CUSTOMER INFORMATION SHEET /APPLICATION FOR CREDIT FACILITY

This application for Credit Facility incorporates standard terms and conditions of sale and Suretyship acceptance.

We, _____, Registration No. _____
(hereinafter referred to as "The Applicant") hereby make application for:

Credit Facility

the opening of an account with Zentrafor (Pty) Ltd t/a FuelU.

Credit Amount Applying for	R
Term Applying for	_____ days

LEGAL ENTITY TYPE (please tick)

Registered Company	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>
Trust	<input type="checkbox"/>

COMPANY DETAILS

Registered Name of the Applicant	<input type="text"/>
Trading Name	<input type="text"/>
Registration No.	<input type="text"/>
Type of Business	<input type="text"/>
Company VAT No.	<input type="text"/>
Date Company Commence Trading	<input type="text"/>
Postal Address	<input type="text"/>
	Code: <input type="text"/>
Physical Address	<input type="text"/>
	Code: <input type="text"/>
Delivery Address	<input type="text"/>
	Code: <input type="text"/>





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Registered Office Address	
	Code:
Office Land Line/Cell Phone No.	
Office Fax No.	
Office Email Address	
Owner/Director/Shareholder Email Address	
Are the Premises Rented or Owned	
Name and Address of Landlord	
	Code:
Duration at Present Premises	
Name of Holding Company	
Name of Associate Business	
Name of Subsidiary Business	

Is THE APPLICANT or any of his/her Directors/Members/Partners/Owners rehabilitated Insolvent.

(Please tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If Yes, give details

Principals Details (Sole Owner, Partner, Member, Director)

(1)

Full Name & Surname	
ID No. / Passport No.	
Home Address:	
Cell Phone Number	
Email Address	
Position	





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(2)

Full Name & Surname	
ID No. / Passport No.	
Home Address:	
Cell Phone Number	
Email Address	
Position	

(3)

Full Name & Surname	
ID No. / Passport No.	
Home Address:	
Cell Phone Number	
Email Address	
Position	

Banking Details

Bank	
Branch	
Account Holder	
Branch Code	
Account No.	
Account Type	

Was security given to any other creditor?

(Please tick)

Yes	
No	

If Yes, give details



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Financial Details

Name of Auditors/Accounting Office	
Telephone Number	
Date of Last Audit Financial Statement	
Date of Last Management Accounts	
Estimate of Monthly Purchase	
Are your latest financial statements available	
Contact Details for Person in your Accounts Department responsible for this account	

Trade References

(1)

Name	
Address	
Term	
Contact Details	
Avg Monthly Purchase	

(2)

Name	
Address	
Term	
Contact Details	
Avg Monthly Purchase	

(3)

Name	
Address	
Term	
Contact Details	
Avg Monthly Purchase	





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If you are a RTL Client please complete the information below regarding your off-loading facilities:

Company Name to offload			
Physical Address to offload			
Name of Qualified Person			
Product that will be delivered			
Contact No.			
ITEM	YES	NO	COMMENTS
Can Tanker safely get in and out of bay			
Size of the truck (big or small)			
Truck Required to offload – Bridger or PTO			
Off-loading operations 24/7 hours open			
Vehicle entry permit required			
Is off-loading area level			
Maximum height – 6 meter indicated			
Turning area – minimum 20 meters			
Safe access to top of tanker available			
Did Driver receive induction training			
What documents are required from Driver			
Is there adequate Fire Fighting equipment			
Are off-loading pipes, flanges, fittings, pumps and couplings identified			
Tank size, above or under ground			
Is the tanks clearly marked			





The following documents, must accompany this application:

- Latest Audited Financials of THE APPLICANT, or latest Management Accounts
- Copy of ID's for Owners/Directors and or Shareholders
- Copy of registration documentation of Company
- Proof of **physical** address of Company (NOT POSTAL ADDRESS – it need to be a PHYSICAL ADDRESS)
- Copy of Wholesale license or the Confirmation of END USER
- Completed Customer Information and Credit Application form

Application forms without the above required documentation will not be considered. All information on the application form must be supplied. Incomplete application forms will not be considered.

In the event of an applicant making a false statement on his/her application form or produces false documentation or evidence, Zentrafor (Pty) Ltd t/a FuelU may lay a charge of fraud against THE APPLICANT.

THE APPLICANT or its duly authorised agent does hereby apply for credit facilities with Zentrafor (Pty) Ltd t/a FuelU and in consideration thereof THE APPLICANT does hereby irrevocably accept the following terms and conditions.

1. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi for all purposes arising out of this application at the Physical Address stipulated in this application.

2. Proof of Claims

An invoice signed by a manager or any director of Zentrafor (Pty) Ltd t/a FuelU, reflecting the amount owing by THE APPLICANT to Zentrafor (Pty) Ltd t/a FuelU, in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT'S dealings with Zentrafor (Pty) Ltd t/a FuelU, 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 way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing and/or due and unpaid.



3. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to Zentrafor (Pty) Ltd t/a FuelU, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by Zentrafor (Pty) Ltd t/a FuelU against THE APPLICANT arising out of any transaction between the parties, it being recorded that Zentrafor (Pty) Ltd t/a FuelU shall be entitled, but not obliged, to bring any action or proceeding in the said court.

4. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to THE APPLICANT.

5. Change of address

THE APPLICANT undertakes to notify Zentrafor (Pty) Ltd t/a FuelU forthwith in writing of any change of address.

6. Objections to invoice/statement

If THE APPLICANT should fail to object to any item appearing on Zentrafor (Pty) Ltd t/a FuelU invoice/statement of account within fourteen days of date of the dispatch of the invoice/statements the accounts shall be deemed to be in order.

7. Change of ownership

THE APPLICANT undertakes to notify Zentrafor (Pty) Ltd t/a FuelU, in writing, within seven days of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to a foregoing, THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to Zentrafor (Pty) Ltd t/a FuelU

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8. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in Zentrafor (Pty) Ltd t/a FuelU. Zentrafor (Pty) Ltd t/a FuelU shall, in its sole discretion, without notice to THE APPLICANT, be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue, in which event THE APPLICANT shall be entitled to a credit in respect of the goods so returned being the price at which the goods are sold or the value thereof as determined by Zentrafor (Pty) Ltd t/a FuelU. THE APPLICANT hereby waives any right it may have for a spoliation order against Zentrafor (Pty) Ltd t/a FuelU in the event that Zentrafor (Pty) Ltd t/a FuelU takes possession of any goods.

9. Valid orders

In the event of any order being given to Zentrafor (Pty) Ltd t/a FuelU on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

10. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of Zentrafor (Pty) Ltd t/a shall not in any way operate as or be deemed to be a waiver by Zentrafor (Pty) Ltd t/a FuelU of any rights under this contract, or be construed as a notation thereof.

11. Payment to CREDITOR

Zentrafor (Pty) Ltd t/a FuelU Ltd does not appoint the Post Office as its agents for payments by post. All payments shall be made to Zentrafor (Pty) Ltd t/a FuelU place of business from where the goods were ordered, In the event of any payments being mislaid or lost in the post, THE APPLICANT shall still be liable to Zentrafor (Pty) Ltd t/a FuelU for payment.





12. Terms

The terms are, unless amended in writing by a director/manager of Zentrafor (Pty) Ltd t/a FuelU, strictly payable 30 days after statement or 7 or 14 days after Invoice, depending on the term that was granted to The APPLICANT. Any Leniency granted to THE APPLICANT by Zentrafor t/a FuelU (Pty) Ltd is entirely at the discretion of Zentrafor (Pty) Ltd t/a FuelU or the Underwriter, and may be withdrawn at any time.

13. Consent to sharing information

THE APPLICANT consents to Zentrafor (Pty) Ltd t/a FuelU sharing information on his account with other credit grantors and credit information agents/underwriters. Information shared with such credit grantors and agents is used to make credit granting decisions, to prevent fraud and manage risk.

14. Delivery and repairs

14.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on Zentrafor (Pty) Ltd t/a FuelU official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute delivery of the goods purchased.

14.2 Any delivery date stated on the order confirmation is approximate only. Zentrafor (Pty) Ltd t/a FuelU shall not be bound by that date, but will make all reasonable efforts to deliver by that date.

14.3 Whilst Zentrafor (Pty) Ltd t/a FuelU will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and THE APPLICANT shall not be entitled to refuse acceptance of such late deliveries. Zentrafor (Pty) Ltd t/a FuelU shall in any event not be liable to THE APPLICANT, or to any third party, for any loss of whatsoever nature as a result of goods not being delivered timeously.

14.4 The risk in and to the goods shall pass from Zentrafor (Pty) Ltd t/a FuelU to THE APPLICANT on the date of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of Zentrafor (Pty) Ltd t/a FuelU Ltd delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road carrier if the goods are railed or transported by Zentrafor (Pty) Ltd t/a FuelU. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

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14.5 In the event of Zentrafor (Pty) Ltd t/a FuelU acceding to any request by THE APPLICANT to postpone delivery of the goods, or in the event of THE APPLICANT failing to give Zentrafor (Pty) Ltd t/a FuelU sufficient information to enable it to process any order, THE APPLICANT will pay any costs and expenses thereby incurred by Zentrafor (Pty) Ltd t/a FuelU.

14.6 THE APPLICANT agrees that goods will be collected at the nearest accessible point on site. Zentrafor (Pty) Ltd t/a FuelU shall not be held responsible for any damage to any goods delivered during the delivery process, arising from any cause whatsoever.

14.7 Any repair time or cost estimates given by THE APPLICANT to Zentrafor (Pty) Ltd t/a FuelU shall be estimates only and are no considered binding upon Zentrafor(Pty) Ltd t/a FuelU.

15. Recovery of legal/collection costs

Should Zentrafor (Pty) Ltd t/a FuelU instruct its attorneys or collection agent or Underwriters to collect any overdue amounts, or to take any action against THE APPLICANT in the implementation or protection of Zentrafor (Pty) Ltd t/a FuelU rights, Zentrafor (Pty) Ltd t/a FuelU shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

16. Responsibility for losses/damages or delays

Zentrafor (Pty) Ltd t/a FuelU will not be in any way responsible for losses, damages or delays caused by or arising from major issues fortuitous or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of Zentrafor (Pty) Ltd t/a FuelU , whether "eiusdem generis" with the causes aforementioned or not.

17. Jurisdiction of magistrate's court – irrespective of value

THE APPLICANT consents that at the option of Zentrafor (Pty) Ltd t/a FuelU (who shall be entitled but not obliged hereunder) any proceedings against THE APPLICANT may be brought by the Magistrate's Court, notwithstanding that the value of the claimable amount exceeds the jurisdiction of the Court.



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18. Set Off

It is agreed that set-off shall operate automatically as a matter of law at the moment reciprocal debts between Zentrafor (Pty) Ltd t/a FuelU and THE APPLICANT come into existence and independently of the will of the parties and it shall not be necessary for either Zentrafor (Pty) Ltd t/a FuelU or THE APPLICANT to specifically raise set-off. Upon the operation of automatic set-off aforementioned, the debts shall be mutually extinguished to the extent of the lesser debt.

19. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

20. Suretyship

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 and co-principal in solidum with THE APPLICANT in favour of Zentrafor (Pty) Ltd t/a FuelU for the due performance of any obligation of THE APPLICANT and for the payment to Zentrafor (Pty) Ltd t/a FuelU by THE APPLICANT of any amounts which may now or at any time be or become owing to Zentrafor (Pty) Ltd t/a FuelU by THE APPLICANT from whatsoever cause arising and including, but without limiting the generality of the a foregoing, any claims 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 Zentrafor (Pty) Ltd t/a FuelU and then only, in the event that the sums then owing by THE APPLICANT (whether due or not) to Zentrafor (Pty) Ltd t/a FuelU 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 all of the terms and conditions set out in this agreement.





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21. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. This agreement shall be governed by the laws of South Africa.

THE APPLICANT warrants that the information submitted in this application is true and correct in all respects and that THE APPLICANT is entirely familiar with the terms and conditions contained herein. THE APPLICANT further warrants that he/she has read and understood the contents of this Application.

Thus signed by THE APPLICANT _____ or its duly authorised agent/signatory who hereby warrants that he/she is authorised to sign on behalf of THE APPLICANT in his/her capacity as _____.

Signed at: _____ this _____ day of _____ 20_____

Before the undersigned witnesses.

Applicant Signature

Applicant Name

Witness

Zentrafor t/a FuelU (Pty) Ltd



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