



**SPEC-CAST WEAR PARTS**

*Trusted to deliver*

**SPEC-CAST WEAR PARTS (PTY) LTD**

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# APPLICATION FOR CREDIT AND CUSTOMER ONBOARDING FORM



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## SECTION 1 - COMPANY DETAILS

Full Business Name: \_\_\_\_\_

Trading Name (if different): \_\_\_\_\_

Company Type:  Pty [Ltd]  CC  Partnership  Sole Proprietor

Registration No: \_\_\_\_\_ VAT No: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Number of Years Trading: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

### Buyers / Procurement

**1.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_

**2.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_

**3.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_

### Finance / Accounts

**1.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_

**2.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_

### Site / Plant Managers

**1.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_ Site: \_\_\_\_\_

**2.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_ Site: \_\_\_\_\_

**3.** Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Tel: \_\_\_\_\_ Email: \_\_\_\_\_ Site: \_\_\_\_\_



### SECTION 2 - DIRECTORS AND OWNERSHIP

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Shareholding %: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Shareholding %: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Shareholding %: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

Name: \_\_\_\_\_ ID Number: \_\_\_\_\_  
 Position Held: \_\_\_\_\_ Shareholding %: \_\_\_\_\_  
 Residential Address: \_\_\_\_\_

Have any of the Directors been declared insolvent?  YES  NO

Provide details: \_\_\_\_\_

Have any cessions been passed over the Customer's debts?  YES  NO

Provide details: \_\_\_\_\_

Has the customer given security for a bank overdraft?  YES  NO

Provide details: \_\_\_\_\_

### SECTION 3 - CREDIT REQUIREMENTS AND FINANCIAL INFORMATION

Annual Turnover: \_\_\_\_\_ Estimated Monthly Purchases: \_\_\_\_\_

Monthly Credit Limit Required: \_\_\_\_\_ Payment Terms Requested: \_\_\_\_\_

### TRADE REFERENCES

-Please furnish current credit references only - a minimum of 3 is required.

-Please provide industry related trade references if possible.

Supplier	Contact Person	Tel	Average Monthly
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____

### BANKING DETAILS

Bank: \_\_\_\_\_ Branch Name: \_\_\_\_\_ Branch Code: \_\_\_\_\_

Account No: \_\_\_\_\_ Account Type: \_\_\_\_\_

Are audited financial statements for the past year available?  YES  NO



### SECTION 4 – FICA & COMPLIANCE

#### BENEFICIAL OWNERSHIP (MANDATORY)

List all individuals who directly or indirectly own or control 25% or more of the entity, or who exercise effective control.

Full Name	ID / Passport Number	Nationality	% Ownership
1. _____	_____	_____	_____
Residential Address: _____			
2. _____	_____	_____	_____
Residential Address: _____			
3. _____	_____	_____	_____
Residential Address: _____			
4. _____	_____	_____	_____
Residential Address: _____			

If no individual holds 25% or more, provide details of persons exercising control [e.g. directors/trustees]

#### POLITICALLY EXPOSED PERSONS (PEP) / PROMINENT INFLUENTIAL PERSONS (PIP) DECLARATION

Are any of the directors, members, beneficial owners, authorised signatories or their immediate family members Politically Exposed Persons (PEPs) or Prominent Influential Persons (PIPs), currently or within the past 12 months, in South Africa or any other country?

- A member of local, provincial or national government:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A leader of a political party:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A member of a royal family or senior traditional leader:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A senior member of a government-owned entity:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A senior judicial official:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- An ambassador or high commissioner:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A senior officer in the military:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- A senior executive of a state-owned or public entity:  Yes  No  
If yes, please provide details: \_\_\_\_\_
- Other [Please specify]: \_\_\_\_\_

If any of the above are marked "Yes", the Applicant may be subject to enhanced due diligence and additional approval requirements.



## SOURCE OF FUNDS

Indicate the primary source of funds used for transactions with Spec-Cast:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Salary / Employment Income          | <input type="checkbox"/> Business Income        | <input type="checkbox"/> Savings / Investments  |
| <input type="checkbox"/> Pension / Retirement Fund           | <input type="checkbox"/> Inheritance / Estate   | <input type="checkbox"/> Property Sale Proceeds |
| <input type="checkbox"/> Loan [Bank / Financial Institution] | <input type="checkbox"/> Gift / Donation        | <input type="checkbox"/> Trust Distribution     |
| <input type="checkbox"/> Dividends / Interest                | <input type="checkbox"/> Other [specify]: _____ |   |

## SECTION 5 – SUPPORTING DOCUMENTATION [MANDATORY]

Please attach the following documents to support this application:

### For Companies / Close Corporations:

- |   |  |
|---|--|
| <input type="checkbox"/> Company registration documents (CIPC)                        | <input type="checkbox"/> ID / Passport copies of all Directors |
| <input type="checkbox"/> ID / Passport copies of all Shareholders holding $\geq 25\%$ | <input type="checkbox"/> Proof of business address             |
| <input type="checkbox"/> Proof of banking details                                     |  |

### For Individuals (if applicable):

- |   |   |
|---|---|
| <input type="checkbox"/> ID / Passport copy | <input type="checkbox"/> Proof of residential address |
|---|---|

### Additional (where applicable):

- |   |   |
|---|---|
| <input type="checkbox"/> VAT registration certificate | <input type="checkbox"/> Tax Clearance Certificate / SARS Letter of Good Standing |
| <input type="checkbox"/> Latest financial statements  | <input type="checkbox"/> Any additional documents requested by Spec-Cast          |

Failure to provide the required documentation may delay or prevent approval of this application.

## SECTION 6 - CONSENT AND AUTHORISATION

The Applicant hereby consents and agrees to the following:

### Credit Assessment and Verification

- Conduct credit checks with registered credit bureaus
- Obtain and verify financial, banking and trade reference information
- Contact third parties to assess creditworthiness

Initial: \_\_\_\_\_

### Information Sharing

- Share and receive credit information with credit bureaus, credit providers and relevant third parties
- Report the Applicant's payment behaviour [positive and negative]

### Processing of Personal Information (POPIA)

- Collect, process, store and use personal information for credit assessment, account management, legal compliance [including FICA], and risk management
- Process such information in accordance with applicable data protection laws

### Cross-Border Transfers and Monitoring

- Transfer information within the Company's group or to third parties where necessary, including outside South Africa, subject to appropriate safeguards
- Perform ongoing credit and risk monitoring



## SECTION 7 - DEED OF SURETYSHIP

I/We, the undersigned ["the Surety"], hereby bind myself/ourselves jointly and severally as surety and co-principal debtor in solidum with the Applicant in favour of Spec-Cast Wear Parts [Pty] Ltd [Registration Number: 2009/019352/07] and its affiliated entities ["the Company"] for the due and punctual payment of all amounts which are now or may at any time in the future become owing by the Applicant to the Company, from whatsoever cause arising.

### Surety 1

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

ID No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

### Surety 2

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

ID No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

### Extent of Liability

This suretyship shall be a continuing covering security for all obligations of the Applicant and shall not be limited to any specific amount unless expressly agreed in writing.

### Co-Principal Debtor

The Surety agrees that this obligation is as co-principal debtor with the Applicant, thereby renouncing the benefits of excussion and division.

### Independent Obligation

The Surety's liability shall not be affected by:

- Any extension of time or indulgence granted to the Applicant
- Any compromise, release or variation of the Applicant's obligations
- The insolvency, liquidation or business rescue of the Applicant
- Any amendment to the terms of the agreement between the Company and the Applicant

### Waiver of Defences

The Surety waives all defences arising from:

- Any defect in the underlying agreement
- Any irregularity in the granting of credit
- Any failure by the Company to enforce its rights timeously

### Certificate of Balance

A certificate signed by any director or authorised representative of the

Company reflecting the amount owing shall be prima facie proof of the indebtedness.

### Legal Costs

The Surety agrees to pay all legal costs incurred by the Company on the attorney-and-client scale, including collection commission.

### Jurisdiction

The Surety consents to the jurisdiction of the Magistrate's Court, notwithstanding that the amount may exceed such court's jurisdiction.

### Domicilium

The Surety selects the address provided in this application as their domicilium citandi et executandi for all legal purposes.

### Authority and Capacity

The Surety warrants that:

- They have the legal capacity to bind themselves
- They fully understand the nature and consequences of this suretyship

### Continuing Validity

This suretyship shall remain in force until all obligations of the Applicant have been settled in full and written release has been provided by the Company.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

SURETY 1 \_\_\_\_\_

WITNESS \_\_\_\_\_

SURETY 2 \_\_\_\_\_

WITNESS \_\_\_\_\_



## SECTION 8 - APPLICANT DECLARATION

The Applicant confirms that:

- All information provided in this application is true, complete and correct
- The Company is authorised to verify any information provided
- The Applicant undertakes to notify Spec-Cast of any material changes
- The Applicant agrees to comply with all applicable legal and regulatory requirements

Signed at: \_\_\_\_\_ on: \_\_\_\_\_

Mandate of Signatory (director/board resolution/letter from director): \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Signature: \_\_\_\_\_

## SECTION 9 - SPEC-CAST GROUP TERMS AND CONDITIONS OF SALE

### 1. APPLICATION

These Terms and Conditions apply to all sales and quotations by Spec-Cast Wear Parts (Pty) Ltd (Registration No. 2009/019352/07) and its affiliated entities ("SCG"), whether on a COD (cash on delivery) or credit account basis. These terms supersede all prior agreements and may only be varied in writing signed by an authorised SCG representative.

### 2. QUOTATIONS AND ORDERS

- 2.1 Quotations are valid for 7 days from the date of issue (or as specifically stated) and are subject to stock availability at the time of order.
- 2.2 SCG's supply of goods constitutes acceptance of the order.
- 2.3 Orders without a quotation are subject to SCG's prices and terms at the date of supply.

### 3. PRICING

- 3.1 Prices quoted are valid for 7 days unless otherwise stated.
- 3.2 All prices are quoted exclusive of VAT.
- 3.3 SCG reserves the right to adjust quoted prices prior to acceptance due to exchange rate fluctuations, increases in supplier costs, freight, duties, or other input costs.
- 3.4 For export sales, the Customer (as importer) is solely responsible for all import duties, taxes, levies, and any third-party inspection costs (such as BIVAC or similar) applicable in the country of destination.

### 4. VARIATION OR CANCELLATION

No order may be varied or cancelled without SCG's prior written consent. The Customer shall be liable for all costs, expenses, and losses incurred by SCG as a result of any cancellation or variation.

### 5. PAYMENT TERMS

- 5.1 Payment terms are strictly as stated on the quotation or order confirmation.
- 5.2 Where credit has been approved by SCG, payment must be made in accordance with the approved credit terms.
- 5.3 Where no credit facility has been approved (COD customers), full payment is required prior to or on delivery.
- 5.4 Deposits and special payment terms may apply to custom or non-stock items (as stated on the quotation).
- 5.5 The Customer shall not withhold, set off, or deduct any amount from any payment due to SCG.

### 6. INTEREST ON OVERDUE ACCOUNTS

Overdue amounts attract interest at 1% per month (12% per annum), capitalised monthly.

### 7. DELIVERY AND RISK

- 7.1 Risk passes to the Customer upon delivery or collection.
- 7.2 Delivery dates are estimates only. SCG shall not be liable for any loss, damage, or consequential loss arising from any delay in delivery, howsoever caused.
- 7.3 Delivery is completed upon handover to the Customer or its agent, or upon collection.

### 8. OWNERSHIP AND REPOSSESSION

- 8.1 Ownership of the goods remains with SCG until full payment is received in cleared funds.
- 8.2 SCG shall be entitled, in the event of any breach or failure by the Customer to make payment by the due date, to repossess any goods for which payment has not been made. The Customer hereby irrevocably authorises SCG and its agents to enter upon the Customer's premises, at reasonable times, for the purpose of recovering such goods.
- 8.3 If the goods are incorporated into or mixed with other products or materials, SCG retains ownership in proportion to the value of its unpaid goods relative to the total value of the finished product.

### 9. PATTERNS AND TOOLING

Patterns, core boxes, and tooling provided by the Customer are held at the Customer's risk. The Customer is responsible for insuring them against all risks (including loss, damage, or theft) while in SCG's possession. SCG may dispose of any uncollected items after giving 30 days' written notice.

### 10. CLAIMS AND RETURNS

- 10.1 Any claims for shortages, damage, or non-conformance must be notified in writing within 7 days of delivery.
- 10.2 Returns of eligible stocked items must be requested within 60 days from the date of purchase. Returns requested after 60 days will not be accepted.
- 10.3 All returns are governed by SCG's Customer Returns Policy (available on request or at www.spec-cast.com) Approved returns will be credited to the Customer's account (subject

to a 15% handling/restocking fee). No cash refunds will be issued except in the case of incorrectly delivered items.

- 10.4 Special-order, custom-manufactured, discontinued, or superseded items are non-returnable.
- 10.5 Incorrectly delivered items will be handled in accordance with the Returns Policy.

### 11. WARRANTY AND DEFECTIVE GOODS

- 11.1 SCG warrants that the goods are free from defects in material and workmanship, subject to the warranty periods set out in SCG's separate Warranty Policy (SCG-POL-OPS-WAR-001), which may vary by product.
- 11.2 Should a product fail due to manufacturing defects (such as casting or forging defects) within the applicable warranty period and under normal operating conditions, SCG will, at its option, repair or replace the defective goods free of charge, subject to inspection.
- 11.3 This warranty does not cover normal wear and tear, misuse, abuse, neglect, improper application, modification, or incorrect installation.
- 11.4 SCG's liability is strictly limited to the repair or replacement of the defective goods. SCG shall not be liable for any additional costs including welding, machining, labour, transport, loss of production, or any consequential loss.
- 11.5 Defective goods must be returned to SCG for inspection at the Customer's cost. Warranty claims are processed in accordance with SCG's separate Warranty Policy.

### 12. CUSTOMER SPECIFICATIONS

The Customer is responsible for the accuracy of all information, drawings, and specifications supplied and indemnifies SCG against any resulting claims or losses.

### 13. INTELLECTUAL PROPERTY

All patents, designs, trademarks, copyright, and other intellectual property rights relating to the goods (other than information supplied by the Customer) vest exclusively in SCG. SCG grants the Customer a limited irrevocable licence to use and resell the goods only.

### 14. EXPORTS

For export sales, proof of export (SAD500) must be supplied within 30 days of invoice, failing which VAT and duties will be charged.

### 15. DEFAULT

In the event of breach (including non-payment on due date for credit customers or failure to pay prior to delivery for COD customers), or if the Customer becomes insolvent, or otherwise breaches these Terms, SCG may immediately, without prejudice to any other rights:

- (a) suspend or cancel further supply;
- (b) demand immediate payment of all outstanding balances (whether due or not); and
- (c) repossess any goods in which title has not yet passed.

### 16. LEGAL COSTS

The Customer shall be liable for all legal costs incurred by SCG on an attorney-and-client scale, including collection commission.

### 17. CERTIFICATE OF BALANCE

A certificate signed by any director, manager, or authorised representative of SCG shall be prima facie proof of the Customer's indebtedness in any legal proceedings.

### 18. DOMICILIUM AND JURISDICTION

The Customer chooses the address in the credit application as its domicilium citandi et executandi and consents to the jurisdiction of the Magistrate's Court (or High Court at SCG's election).

### 19. LIMITATION OF LIABILITY AND INDEMNITY

- 19.1 SCG's total liability arising from any supply of goods shall not exceed the invoiced value of the goods in question.
- 19.2 SCG shall not be liable for any indirect, consequential, or special damages including loss of profit, production, business, or goodwill.
- 19.3 The Customer indemnifies SCG against all claims, losses, and liabilities arising from the Customer's misuse of the goods or breach of these Terms.

### 20. CESSION OF BOOK DEBTS (Applies only to customers with approved credit facilities)

20.1 As continuing covering security for the due payment of all amounts which are now or may in the future become owing by the Customer (and any Surety) to SCG, the Customer and each Surety hereby irrevocably cedes, assigns and transfers to SCG all their right, title and interest in and to all present and future book debts, claims, receivables and other amounts owing to them by any third parties.



- 20.2 SCG may, at its discretion and without prior notice, notify the Customer's debtors of this cession and collect any ceded debts directly if the Customer is in default under these Terms.
- 20.3 Until SCG notifies the Customer in writing that it intends to enforce this cession, the Customer may continue to collect its book debts in the ordinary course of business, provided all amounts owing to SCG are paid on due date.
- 20.4 The Customer and each Surety warrant that the ceded book debts are valid, enforceable and free from any prior cession, pledge or other security interest, except as previously disclosed in writing to SCG.
- 20.5 On request, the Customer and each Surety shall provide SCG with a schedule of debtors and such other information or documents as SCG may reasonably require to verify or enforce the ceded debts.

**21. POPIA AND FICA**

- 21.1 The Customer consents to SCG collecting, processing, storing, and sharing its personal information (and that of its directors, shareholders, and sureties) as required for credit assessment, account administration, debt collection, credit reporting, and compliance with applicable laws.
- 21.2 This consent includes SCG's right to conduct credit, identity, and background checks and to share information with credit bureaus and other third parties.

- 21.3 The Customer confirms that it has obtained all necessary consents from its directors, shareholders, and sureties for the processing of their personal information.
- 21.4 The Customer agrees to comply with all FICA requirements and to provide all requested documentation for customer due diligence, verification of identity, and ongoing monitoring.
- 21.5 SCG will process all personal information in accordance with the Protection of Personal Information Act (POPIA) and the Financial Intelligence Centre Act (FICA)

**22. GENERAL**

- 22.1 No waiver of rights by SCG.
- 22.2 If any provision is held invalid, the remainder shall continue in full force.
- 22.3 These Terms constitute the entire agreement between the parties.
- 22.4 These Terms are governed by the laws of the Republic of South Africa.

**ACCEPTANCE OF TERMS AND CONDITIONS**

By signing below, the Customer acknowledges and agrees that:

- a) It has read, understood, and agrees to be bound by all the Terms and Conditions contained in this document;
- b) The person signing this document is duly authorised to do so on behalf of the Customer and has the legal capacity to bind the Customer to these Terms.

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

Signature/s of the Customer or it's duly authorized representatives

Signature \_\_\_\_\_ Name: \_\_\_\_\_ Position held: \_\_\_\_\_

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

**SECTION 10 - INTERNAL USE ONLY**

**FICA Risk Classification**

- Low Risk
- Medium Risk
- High Risk

If High Risk:

- Enhanced Due Diligence completed
- Senior Management approval obtained

**Credit Assessment**

Final Approval by Financial Manager

Accepted  Denied Reason: \_\_\_\_\_

Approved credit limit: \_\_\_\_\_ Approved payment terms: \_\_\_\_\_

Sales Rep Name: \_\_\_\_\_ CPL Assigned: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_