

# Application Form - Trade Account (Kenya)

## (Incorporating a deed of suretyship)

Dear Valued Client,

Thank you for your interest shown in conducting business with:

Form-Scaff (a Division of Kwikform Kenya (Pty) Ltd)  
 Reg. No: PVT/2016/027904  
 VAT No: P051625616D  
 Tel: +25 472 400 4781  
 Website: www.formscuff.com

Please complete the following form using BLACK ink pen only, and return the ORIGINAL form back to us as soon as possible.

Please ensure that all applicable areas are completed in full and that all pages are initialed at the bottom right hand corner.  
 Please refer to table below to confirm what sections need to be completed based on the legal form of the entity:

<b>Companies</b>	Sections: 1, 2, 3, 5, 6, 7, 8, 9, 12, 13	<b>Close Corporations</b>	Sections: 1, 2, 3, 5, 6, 7, 8, 9, 12, 13
<b>Sole Proprietor</b>	Sections: 1, 2, 4, 5, 6, 7, 8, 9, 12	<b>Partnership</b>	Sections: 1, 2, 4, 5, 6, 7, 8, 9, 12

### Requirements

We require copies of the following documents:

- VAT registration certificate.
- KRA Tax clearance certificate.
- Cancelled company letterhead with Company's physical address.
- Company registration forms i.e: Certificate of Incorporation and Business Permit.
- ALL Directors or Members identity documents (Drivers license not acceptable).
- Utility bill showing proof of physical address.
- Cancelled cheque.
- A company resolution, authorising the signatory to sign the credit application form on behalf of the company applying for credit.
- Annual financial statements, if required.

### Payment Terms

**Payment terms are strictly 30 days from date of statement.**

We thank you for your co-operation with respect to the above and assure you of our best attention at all times. Please do not hesitate to contact our office should you have any queries or require further information.

## Section 1 Applicant

Please furnish us with the correct information as requested below.

<b>Trading Name</b>	<input type="text"/>	
	<input type="text"/>	
<b>Postal Address</b>	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	<b>Postal Code</b> <input type="text"/>
<b>Physical Address</b>	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	<b>Postal Code</b> <input type="text"/>
<b>Company Email Address</b>	<input type="text"/>	
<b>Telephone Numbers (Landlines only)</b>	<input type="text"/>	
	<input type="text"/>	

<b>Fax Number</b>			
<b>Site Contact Person</b>			
<b>Accounts Contact Person</b>			<b>Accounts Email Address</b>
<b>Would you like your statements delivered to</b>	Physical Address	Postal Address	
<b>Legal Entity of Proprietor</b>	Public Company	Private Company	Partnership Close Corporation Sole Proprietor

**Section 2 Directors / Partners / Owners / Members**

We require the personal details of ALL Directors / Partners / Owners / Members of the legal entity. Should there be more than four, please attach an annexure to this form.

Full Name	ID Number	Residential Tel. No.	Cellphone No.
Residential Address			
Full Name	ID Number	Residential Tel. No.	Cellphone No.
Residential Address			
Full Name	ID Number	Residential Tel. No.	Cellphone No.
Residential Address			
Full Name	ID Number	Residential Tel. No.	Cellphone No.
Residential Address			

**Section 3 Companies (Public and Private) and Close Corporations**

Please furnish us with the following Company details.

<b>Registered Name of Company / CC</b>			
<b>Registration Number / CC Number</b>			
<b>Date of Commencement of Business</b>			
<b>Registered Office</b>			
<b>Issued Share Capital</b>			
<b>Has the Company / CC ever made a compromise with its Creditors or been placed under judicial management?</b>	Yes	No	
<b>If yes, please give details</b>			
<b>Holding Company</b>	Name		
	Registration Number		
<b>Subsidiary Company</b>	Name		
	Registration Number		
<b>Auditors</b>			

## Section 4 Individuals and Partnerships

Please furnish us with the correct information as requested below.

Has the Business, Partnership or Individual ever made a compromise with its Creditors or been placed under judicial management?

Yes

No

If yes, please give details

Date the Business, Partnership commenced business

## Section 5 Trade References

Please supply us with 3 relevant trade references.

Name of Supplier

Address of Supplier

Landline Number

## Section 6 Trade Results

Please furnish us with the correct information as requested below.

This Year Estimated

Last Year Actual

Gross Turnover

Net Income after Interest & Tax

If required, will you present your latest Balance Sheet to us for inspection?

Yes

No

## Section 7 Other Information

Please furnish us with the correct information as requested below.

Bankers

Branch Name

Branch Number

Account Name

Account Number

Do you own your own premises?

Yes

No

If no, name and telephone number of land lord

VAT Registration Number

Name of Persons Authorised to Purchase on Behalf of Applicant

Does your company use official Order Numbers?

Yes

No

## Section 8 Credit Amount

Please indicate the amount of Credit you are applying for.

Maximum credit amount applied for

Ksh

## Section 9 Contracts Record History

Please furnish us with details of a current and recent past contract.

### Present Contract

Contract Description

Location of Contract

Value of Contract

Clients Name

Clients Contact Details

Tel

Cell

Fax

Name of Principal Agent / Engineer

Contact Details

Tel

Cell

Fax

Contract Completion Date

Formwork Supplier

### Previous Contract

Contract Description

Location of Contract

Value of Contract

Clients Name

Clients Contact Details

Tel

Cell

Fax

Name of Principal Agent / Engineer

Contact Details

Tel

Cell

Fax

Contract Completion Date

Formwork Supplier



## Section 11 Terms of Trade (Incorporating a Deed of Suretyship)

Please ensure that you read and understand the following “Terms of Trade” between Form-Scaff and the Applicant.

1. The terms hereof shall form part of and apply to all contracts entered into unless specifically excluded or amended by the parties, such exclusion or amendment to be in writing and signed on behalf of the parties.
2. Unless otherwise specifically stipulated in writing to the contrary by Formscaff, the terms hereof shall supersede and prevail over any terms and conditions contained in any documents submitted by the Customer.
3. The following specific provisions shall apply in the event that the transaction entered into between Form-Scaff and the Customer is the hire of goods, namely:
  - 3.1 Each hire shall be a separate contract governed by these terms.
  - 3.2 Unless otherwise stated in writing:
    - 3.2.1 all unit rates quoted are for a minimum hire period of one week;
    - 3.2.2 hire charges commence from the date of delivery;
    - 3.2.3 hire charges will be exclusive of value added tax (VAT) at the applicable rate, and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law;
    - 3.2.4 the hire charges and all other payments including payment for transport (if applicable) due under this contract shall be paid in full without any set-off, counterclaim, deduction or withholding whatsoever (other than any deduction or withholding of tax as required by law); hire will be charged for on a weekly basis with invoices issued monthly for the charges for the period in question;
    - 3.2.5 monthly statements will reflect totals outstanding;
    - 3.2.6 further hire charges will be raised if goods are not returned to Form-Scaff within 48 hours of the advice of cessation of hire;
    - 3.2.7 where it is Form-Scaff's responsibility to collect goods after the completion of the hire, further hire charges will be raised together with any associated costs until such time as the hired equipment is placed in Form-Scaff's possession;
  - 3.3 Instances may arise where Form-Scaff will not supply goods on hire without the payment of a deposit, and in such event, the Customer will be required to lodge such deposit or deposits with Form-Scaff. On completion of the hire any outstanding credit in the books of Form-Scaff will be repaid to the Customer after deduction of all relevant costs and charges related to the hire. Form-Scaff's decision will be final in respect of all aspects relating to the terms hereof.
  - 3.4 Unless otherwise stated in writing the rental quoted is ex works and Form-Scaff shall deliver and the Customer shall take delivery of the goods as soon as they are placed at the Customer's disposal at Form-Scaff's premises and the Customer shall pay all rentals and bear all risks attaching to the goods from the time when they have been so delivered.
  - 3.5 The risk of loss, theft, damage or destruction in and to the goods shall pass to the Customer immediately upon delivery of the goods to the Customer. Notwithstanding the passing of risk, ownership, title and interest in and to the goods shall at all times remain vested in Form-Scaff while the Customer shall have the right to control, use, possess and quietly enjoy the goods.
  - 3.6 The Customer shall keep the goods insured against third party claims or public liability risks of whatever nature and however arising in connection with the goods against all risk, loss and damage or destruction by fire, theft or accident, and such other risks as Form-Scaff may from time to time nominate in writing and against any further risks relating to the goods as may be required by law, together with such other insurance as Form-Scaff may from time to time consider reasonably necessary and advise to the Customer for the full period of the hire with a registered insurer approved by Form-Scaff for such value as may be determined by Form-Scaff from time to time. The Customer shall further ensure that Form-Scaff's interest is endorsed on the insurance policy and the Customer shall pay all insurance premiums punctually and shall at all times comply with all the conditions of the insurance policy. All insurance policies procured by the Customer shall be endorsed to provide Form-Scaff with at least twenty (20) days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Form-Scaff's request name Form-Scaff on the policies as a loss payee in relation to any claim relating to the goods. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies. If the Customer fails to effect or maintain any of the insurances required under this contract, Form-Scaff shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer. The Customer shall forthwith on request exhibit and/or deliver to Form-Scaff proof of compliance with the obligations undertaken in terms of this clause and in addition exhibit and/or deliver to Form-Scaff such insurance policies as may be required to be effected in terms hereof.
  - 3.7.1 The Customer shall keep the goods in good order and at all times allow Form-Scaff and/or its agents and/or its servants to inspect the same and shall grant reasonable access and facilities for such inspection,
  - 3.7.2 The Customer shall not use the goods for any purpose for which they were not intended or which may result in their being damaged and any direction which Form-Scaff might give to the effect that the goods shall not be used for any particular purpose shall be observed by the Customer.
  - 3.7.3 Failing compliance by the Customer with its obligations under 3.7.1 hereof, Form-Scaff shall be entitled to have effected any maintenance and/or repair to put the goods in good order and to recover the reasonable cost thereof from the Customer without prejudice to Form-Scaff's other rights.
  - 3.7.4 No alteration of or modification to the goods may be made by the Customer. The Customer shall also not without the prior written consent of Form-Scaff, attach the goods to any land or building so as to cause the goods to become a permanent or immovable fixture on such land or building. If the goods do become affixed to any land or building then the goods must be capable of being removed without material injury to such goods, land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the goods from any land or building and indemnify Form-Scaff against all losses, costs or expenses incurred as a result of such affixation or removal.
  - 3.7.5 The Customer shall keep the goods on the site agreed upon and shall not move the goods to any other site without the prior written consent of Form-Scaff first having been obtained. The Customer shall ensure that the goods are kept and operated in a suitable environment, operated in a fit and proper manner by trained competent staff in accordance with any operating instructions provided by Form-Scaff, keep Form-Scaff fully informed of all material matters relating to the goods, maintain operating and maintenance records of the goods and make copies of such records readily available to Form-Scaff, together with such additional information as Form-Scaff may reasonably require and not suffer or permit the goods to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the goods are so confiscated, seized or taken, the Customer shall notify Form-Scaff immediately and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the goods and shall indemnify Form-Scaff on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation, seizure or dispossession.
  - 3.7.6 On the termination of the hire the Customer shall return the goods to Form-Scaff as received, cleaned and oiled and in sound condition, fair wear and tear alone excepted.
  - 3.7.7 The Customer shall not part with possession (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the goods or allow the creation of any mortgage, charge, lien or other security interest in respect of the goods or any part thereof or otherwise deal therewith save as contemplated by this contract.
  - 3.7.8 In the event of the goods being lost or damaged or should the Customer fail to return the goods to Form-Scaff on termination of the contract of hire for whatever reason, the Customer shall be liable to pay to Form-Scaff, Form-Scaff's then current full catalogue price for such lost or damaged goods as liquidated damages, as well as all other loss or damages sustained by Form-Scaff of whatsoever nature, including depreciation of and/or the cost of repairs required to be made to the goods and the expenses incurred by Form-Scaff in obtaining possession of the goods.
  - 3.7.9 At the end of each hire period written notification of any Sale by Loss invoices to be raised for equipment not returned due to loss, shall be furnished by the Customer within 7 working days of the hire period ending and an official order number is to be supplied in writing by the Customer. The Sale By Loss invoice shall be payable within 30 days from date of invoice, Failure to pay within the 30 day period will result in hire charges being re-instated for outstanding equipment and will be payable. Under no circumstances will any hire invoice be credited prior to the Sale By Loss Invoice being paid or the hire charges being re-instated due to an order number not being received within the 7 working day period.
  - 3.8 All risks of loss, damage, destruction or otherwise in and to the goods shall pass to the Customer upon delivery to the Customer and all costs of delivery and installation of the goods and insurance in transit shall be borne and paid by the Customer.
  - 3.9 The Customer shall not without the written consent of Form-Scaff first having been obtained do or omit to do anything which renders the goods liable to attachment, encumbrance, hypothec or any lien. The Customer shall forthwith upon the signature of this agreement notify Form-Scaff in writing of the site upon which the goods will be kept and of the name and address of any landlord of such site.
  - 3.10 Should the Customer default in the punctual payment on due date of any amount payable in respect of the hire of the goods or default in the punctual observance or performance of any of its other obligations or undertakings hereunder or commit an act of insolvency as defined in the Insolvency Act, (Act No. 18 of 2015) or commence negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or make a proposal for or enter into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer or an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company) or the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver or a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer or a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within [14] days or the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation then Form-Scaff shall have the right and without notice to immediately cancel this contract in respect of the hire of the goods and to demand that the Customer forthwith return, at its own expense, any goods already delivered to the Customer, failing which Form-Scaff shall have the right to take whatever action it deems necessary to enforce its rights in terms hereof. The afore going rights of Form-Scaff shall be without prejudice to, and in addition to, or alternatively to, any other rights or claims of Form-Scaff in law.
  - 3.11 On the termination of the hire for whatever reason the Customer shall at its own expense return the goods to Form-Scaff at its address shown overleaf or such other address as Form-Scaff may designate for such purpose. The hire charges provided for herein shall be payable from the time of delivery of the goods as above until they are received by Form-Scaff at its said or such designated address, unless otherwise stated in writing.

- 3.12 Where the goods or any of them are collected by Form-Scaff or are returned by the Customer and the Customer fails to provide for the checking with Form-Scaff of the goods then the Return Note subsequently issued by Form-Scaff to the Customer setting out the goods received by Form-Scaff shall be final and conclusive as to the goods so received by Form-Scaff and shall be binding upon the Customer.
- 3.13 This contract sets forth the full extent of the Form-Scaff's obligations and liabilities in respect of the goods and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Form-Scaff except as specifically stated in this agreement. Any condition, warranty or other term concerning the goods which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
4. The following specific provisions shall apply in the event that the transaction entered into between Form-Scaff and the Customer is the sale of goods, namely:
- 4.1 Each sale shall be a separate contract governed by these terms.
- 4.2 Unless otherwise stated, the prices quoted are ex works and Form-Scaff shall deliver and the Customer shall take delivery of the goods as soon as they are placed at the Customer's disposal at Form-Scaff's premises and the Customer shall bear and be liable for all charges and risks in and to and in respect of the goods from the time when they have been so placed at the Customer's disposal provided that the goods have been clearly set aside or otherwise identified as the contract goods. If the Customer fails to take delivery of the goods when due, Form-Scaff may charge reasonable costs of storage from the delivery date until delivery is completed.
- 4.3 Notwithstanding delivery of the goods thereof to the Customer, ownership, title and interest in and to goods shall remain vested in Form-Scaff until the whole of the purchase price thereof shall have been paid. The purchase price excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay Form-Scaff at the prevailing rate, subject to the receipt of a valid VAT invoice. The risk of loss, theft, damage or destruction in and to the goods shall, however, pass to the Customer immediately upon completion of delivery.
- 4.4 The goods are offered by Form-Scaff subject to their availability.
- 4.5 In the event of there being any increase in the costs of manufacture of the goods to Form-Scaff by reason of any increase in wages, or the prices charged to Form-Scaff by its suppliers or otherwise, between the date of the quotation and the date of delivery, such increase shall be payable by the Customer upon notification
- 4.6 Whilst the Customer is indebted to Form-Scaff in respect of the purchase price of the goods:
- 4.6.1 the Customer agrees to keep the goods in good order and at all times to allow Form-Scaff and/or its agents and/or its servants to inspect the same and shall grant reasonable access and facilities for such inspection;
- 4.6.2 the Customer shall at its own expense keep the goods properly insured for their full value against loss or damage through fire, accident, theft and other risks designated by Form-Scaff and maintained in satisfactory condition;
- 4.6.3 the Customer shall at no time without the written consent of Form-Scaff store or keep the said goods in any premises in consideration for the payment of any storage charges or rental or other consideration, and upon the Customer applying for such written consent Form-Scaff shall itself be entitled to take possession of the said goods and store to keep the same and recover from the Customer reasonable charges or rental or other consideration for so doing;
- 4.6.4 the Customer shall not use the goods for any purpose for which they were not intended;
- 4.6.5 the Customer agrees not to remove, deface or obscure any identifying mark on or relating to the goods;
- 4.6.6 failing compliance by the Customer with its obligations in terms of 4.6.1 or 4.6.4 Form-Scaff shall be entitled to have effected any maintenance and/or repair to put the goods in good order and to recover the reasonable cost thereof from the Customer without prejudice to Form-Scaff's other rights;
- 4.6.7 the Customer shall be responsible for all losses of or damage to the goods and Form-Scaff shall not be liable or in any way responsible for any loss of or damage thereto arising from any cause whatsoever including Form-Scaff's negligence, and the Customer shall give Form-Scaff immediate notice in writing of any loss of or damage to the goods.
- 4.7 The Customer acknowledges that, before the date of this agreement, Form-Scaff has given the Customer a reasonable opportunity to inspect the goods.
- 4.8 Should the Customer default in the punctual payment on due date of the purchase price payable in respect of any goods or default in the punctual observance or performance of any of its other obligations or undertakings then Form-Scaff shall have the right to immediately institute action for payment of the amount due or for specific performance. Any such action taken by Form-Scaff shall be without prejudice to Form-Scaff's rights to recover all loss or damages sustained by Form-Scaff whether in respect of damage and/or depreciation and/or repairs required to be made to the goods so recovered or otherwise.
5. Should any deliveries be delayed, hindered, prevented or interfered with by any circumstances whatsoever outside Form-Scaff's control, the time or times for such deliveries shall be extended until the lapse of a reasonable period after the cessation of the said circumstances, and Form-Scaff shall not be liable for any claims, loss or damage caused by such delay.
6. Subject to the provisions of clause 5 above, short deliveries will be made up, and damaged or defective goods shall be replaced by Form-Scaff, if they are noted by the Customer at the time of delivery thereof on the delivery note, and a claim is made by the Customer within two days from the date thereof and if in the case of goods claimed to be damaged or defective, within a period of seven days as the Customer returns such goods to Form-Scaff and Form-Scaff is satisfied that such goods are defective or damaged (in respect of which its decision shall be final and binding). Save as aforesaid Form-Scaff shall not have any liability whatsoever in respect of short deliveries or damaged or defective goods, or for any loss or damage which the Customer may claim was caused thereby and the Customer will be deemed to have received all the goods in a good and proper condition.
7. Under no circumstances whatsoever shall Form-Scaff at any time be liable for any damages or loss whatever or howsoever arising or for any claims for consequential loss or damage which may be sustained by the Customer or for any claims made by any other person whatsoever, in connection with this contract and/or the goods, and the Customer hereby further indemnifies Form-Scaff against all such claims.
8. The Customer shall not be entitled to cede or assign its rights or obligations in terms of this contract without the written consent of Form-Scaff first having been obtained.
9. The Customer agrees that Form-Scaff may cede or transfer its rights under this contract and its ownership in the goods and to any third party and agrees upon such cession or transfer to hold the goods on the basis that the ownership therein has passed to the cessionary or transferee subject otherwise to the terms of this contract and to the extent to which this clause may be construed as a stipulation alter in favour of such cessionary or transferee, the Customer agrees that the acceptance of cession of this contract by the cessionary or the transferee shall constitute an acceptance by the cessionary or transferee of the benefits arising out of this contract.
10. Insofar as payment by the Customer is concerned, time is of the essence. All payments required to be made by the Customer shall be made at Form-Scaff's place of business and unless otherwise specified and agreed in writing, payments are due 30 (thirty) days from date of statement. In the event of the Customer failing to pay any amount to be paid by it in terms of this agreement on due date, it shall then be obliged to pay to Form-Scaff an additional amount in respect of interest at the rate of 2% above the prime overdraft rate charged by Form-Scaff's principal Commercial Bankers in South Africa from time to time and in addition, should Form-Scaff refer the matter to its attorneys for collection of such overdue moneys or for any claim whatsoever, the Customer shall bear and be liable for all legal charges thus incurred by Form-Scaff as between Form-Scaff and its own attorney and shall be further liable for collection charges on such overdue payment payable by Form-Scaff to its attorneys and for any tracing agents charges and other disbursements necessarily incurred by Form-Scaff in tracing or endeavouring to trace the Customer or the goods if the Customer changes its address or removes the goods without notice to Form-Scaff and in collecting and/or endeavouring to collect overdue moneys on the goods.
11. Form-Scaff shall be entitled to appropriate any payments received from or on behalf of the Customer to any indebtedness of the Customer to Form-Scaff and whether in terms of this contract or from whatsoever other cause arising.
12. This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Kenyan law. The parties irrevocably agree that the courts of Kenya have the non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).
13. No warranty on the part of Form-Scaff as to the condition, state or quality of the said goods or as to their fitness for any purpose has been or is given or implied.
14. The Customer hereby appoints its address overleaf as its domicilium citandi et executandi for all purposes incidental to or arising out of this contract.
15. All illustrations, diagrams, price lists, delivery dates and performance figures furnished by Form-Scaff in regard thereto, are approximate and are furnished for information purposes only, and unless specifically recorded by Form-Scaff in writing to the contrary, shall not form part of this contract nor bind Form-Scaff in any way whatsoever.
16. Any drawings and/or specifications furnished by Form-Scaff are for information purposes only, unless such drawings and/or specifications are marked as being "for construction", and are signed off by an authorized Form-Scaff technical representative. Form-Scaff will only accept responsibility for the work done by it in respect of any drawings or specifications if such drawings or specifications are marked and signed as aforesaid, and then only if such drawings and/or specifications are exactly followed and complied with by the customer. Any deviations of whatsoever nature or extent made by the customer (or any of its agents) from the drawings and/or specifications will absolve Form-Scaff from all liability of whatsoever nature in respect of or arising from the drawings and/or specifications, which liability shall in such case have been assumed by the customer.
16. A certificate under the hand of any director, any manager or secretary of Form-Scaff stating that any particular sum or sums is/are due and payable by the Customer to Form-Scaff in terms of this contract or stating the amount of any costs, charges or expenses taken into account in determining the amount of any claim in favour of Form-Scaff against the Customer in terms of this contract shall be admissible in any court of law and constitute prima facie proof of the contents thereof and shall constitute a liquid document for the purposes of summary judgment or provisional sentence.
17. No relaxation or indulgence granted by Form-Scaff to the Customer shall be deemed to be a waiver of any of Form-Scaff's rights in terms hereof nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of this contract. This contract constitutes the entire agreement between the parties. No agreement at variance with the terms and conditions of this contract shall be of any force or effect unless in writing and signed by the parties hereto.
18. Where any payment is effected by cheque or by electronic transfer or where any cheque is sent in the post, all risks arising from the use of a cheque, electronic transfer or the use of the post shall lie with the Customer who shall be liable for all damages/losses sustained as a result thereof.
19. The Customer hereby acknowledges and agrees that information concerning the credit worthiness of the Customer may be disclosed by Form-Scaff to any registered credit bureau and/or any other suppliers. The Customer hereby acknowledges and agrees that Form-Scaff shall be entitled to obtain information concerning the Customer from any registered Credit Bureau or other suppliers of the Customer.
20. In the case of the termination or rescission of the contract, whether at the instance of the Customer or Form-Scaff or of both the Customer and Form-Scaff, the Customer shall not be entitled to any allowance, credit, return or set-off of any payments or deposits previously made which shall be forfeited to and retained by Form-Scaff without prejudice to the rights of Form-Scaff to recover any damages suffered by it.
21. In the event that it has been agreed that the goods are to be railed or transported by an independent carrier, the railways, or the carrier, as the case may be, shall be the Customer's agent and delivery to the railways or the carrier shall be deemed to be delivery to the Customer.

## Section 12 Confirmation

To be signed by an authorised person. Please also ensure that the bottom right of each page is initialed by the same authorised signatory.

I, the undersigned, do hereby confirm, undertake, warrant and agree as follows:

1. That all of the above information is true and correct in every respect.
2. That I am duly authorised to act on behalf of the Applicant and to bind the Applicant to the terms hereof and to sign this document.
3. That I have read and understood the Terms of Trade in Section 11.
4. That the Applicant agrees to terms set out in the aforesaid Terms of Trade, which the Applicant hereby agrees shall govern all transactions concluded between the Applicant and Form-Scaff (a Division of Kwikform Kenya (Pty) Ltd).
5. The Applicant undertakes to procure that the Deed of Suretyship set out hereunder will be executed by its directors/shareholders/owners.

Name	<input type="text"/>
Capacity	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>

### Form-Scaff Representative

Name	<input type="text"/>
Date	<input type="text"/>
Signature	<input type="text"/>



## Section 13 Suretyship

This Suretyship is to be completed by all Companies and Close Corporations.

**Please note:**

- Should the signatory be married "In Community of Property", we require his or her spouse to sign where relevant at the bottom of this section.\*
- ALL Directors / Members are required to sign the Suretyship.

I/We the undersigned,

1	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
2	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
3	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>
4	<b>Names in Full (Please Print)</b>	<input type="text"/>
	<b>ID Number</b>	<input type="text"/>

do hereby bind myself/ourselves jointly and severally unto and in favour of

**FORM-SCAFF (A DIVISION OF KWIKFORM KENYA (PTY) LTD)**

(hereinafter called "the Creditor") as surety/ies for and co-principal debtor/s in solidum with

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(Registered Company Name and Registration Number)

(hereinafter called "the Debtor") for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor arising from goods supplied by the Creditor to the Debtor and/or arising from any claims which the Creditor may have against the Debtor in pursuance of transactions concluded between the Creditor and the Debtor and for the due performance of every other obligation, howsoever arising, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I/We hereby agree:

That these presents shall constitute a continuing covering liability on my/our part for whatever amount/s and whatever other obligation/s will be owing by the Debtor to the Creditor for the time being, notwithstanding any intermediate discharge or settlement of or fluctuations in the account and notwithstanding the death, insolvency (which term shall for all intents and purposes of these presents, including sequestration, surrender, winding up and judicial management) or legal disability of the Debtor or of any other surety/ies for and/or co-principal debtor/s with the Debtor, until the Creditor will have agreed in writing to cancel these presents.

That these presents shall be and remain binding on the other or others of us, notwithstanding the death, insolvency or other legal disability of any one or more of us and notwithstanding that it may for any other reason have ceased to be binding in whole or part or any one or more of us.

That without restricting the generality of anything hereinbefore contained, my/our joint liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor to the Creditor, but shall also cover all other amounts making up the indebtedness, including, in particular, interest, commissions, stamps and other charges.

That it shall at all times be in the discretion of the Creditor to determine the extent, nature, duration and terms of any facilities to be allowed to the Debtor.

That all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me/us.

That no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Creditor to the Debtor or to any one or more of us or to any other surety/ies for and/or co-principal debtor/s with the Debtor, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge me/us or the other/s of us, as the case may be, from liability hereunder in solidum.

That each of us shall be bound in solidum in terms of these presents, irrespective of whether or not the other or others of us referred to herein will have executed this document or become bound in terms hereof.

I/We renounce the benefits of the legal exceptions, "excussion", "division", "cession of action", "non ca usa debiti", "no value received", "revision of accounts" and "deduobus vel pluribus reis debendi", with the full meaning and effect whereof I/we declare myself/ourselves to be acquainted.

This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Kenyan law. The parties irrevocably agree that the courts of Kenya have the non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

I/We hereby choose domicilium citandi et executandi for all purposes arising out of these present at:

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(Physical Address)

1	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Signature</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Date</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Spouse's Signature*</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Date</b></div>
2	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Signature</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Date</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Spouse's Signature*</b></div>	<div style="border: 1px solid black; height: 60px; width: 100%;"></div> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>Date</b></div>
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