



HALSTED

BEYOND SAFETY : SINCE 1952

CASH ACCOUNT FORM

Registered Name: _____

Trading Name: _____

Registration / ID No: _____ Vat No: _____

Physical Address: _____

Postal Address: _____

Phone: _____ Fax: _____ Cell: _____

E-mail address: _____

E-mail sales: _____

Accounts contact name: _____ Type of business: _____

Full Names: Owners, Directors, Members	ID Number	Address	Phone number

BANK	BRANCH	ACC. NO

Property Owned – Yes / No

If yes, in whose name _____

I, _____ in my capacity as _____

SIGNATURE: _____ **FULL NAME:** _____

FOR OFFICE USE

Rep Code	Rep Name	Cust. Category	Price List	Acc #

HALSTED & CO (PTY) LTD

CASH / COD ACCOUNT AGREEMENT

1. ACCOUNT CLASSIFICATION

This account is strictly classified as a **Cash / COD Account**.

No credit facility is granted or implied.

All goods supplied by **Halsted & Co (Pty) Ltd ("Halsted")** are payable **prior to invoicing, collection, or delivery**, unless expressly approved in writing by Halsted Management.

Any temporary allowance of payment after delivery shall:

- Be granted solely at Halsted's discretion,
- Not constitute a credit agreement,
- Not amend COD status,
- Not waive Halsted's rights in terms of this agreement.

2. PAYMENT POLICY

The Applicant expressly agrees that:

- No goods may be regarded as paid for until funds **reflect and clear** in Halsted's bank account.
- Proof of payment does **not** constitute payment.
- Halsted reserves the right to withhold, cancel, or reverse any transaction pending payment verification.
- Risk of fraudulent or reversed payment remains entirely with the Applicant.

Where goods are released based on payment confirmation later found to be invalid, reversed, fraudulent, or disputed, the full invoice amount becomes **immediately due and payable**.

3. ACKNOWLEDGEMENT OF DEBT

The Applicant irrevocably acknowledges responsibility for:

- All purchases made,
- Orders placed by employees, representatives, or agents,
- Goods collected or delivered under the Applicant's name.

Any amount outstanding shall automatically constitute **liquidated debt** without further proof required.

A certificate signed by any Director, Manager, or Financial Officer of Halsted reflecting the balance owing shall serve as **prima facie proof of indebtedness** for legal proceedings.

4. INTEREST ON OVERDUE AMOUNTS

All overdue amounts shall bear interest calculated daily and compounded monthly at:

The maximum permissible interest rate in terms of the Prescribed Rate of Interest Act 55 of 1975, or any replacement legislation,

from due date until final payment.

5. COLLECTION, TRACING AND LEGAL COSTS

In the event of non-payment, the Applicant agrees to pay:

- Collection commission,
- Tracing agent fees,
- Attorney and own client legal costs,
- Counsel fees,
- Sheriff fees,
- Administration charges,
- Debt recovery expenses,
- Any costs incurred enforcing payment.

These costs shall be recoverable immediately upon default.

6. FRAUD AND FALSE PAYMENT CONFIRMATIONS

Submission of:

- Fake proof of payment,
- Altered banking confirmation,
- Misrepresentation of payment,

shall constitute material breach and may result in:

- Immediate account suspension,
- Civil recovery action,
- Criminal charges,
- Blacklisting with credit bureaus where permitted by law.

7. RETENTION OF OWNERSHIP

Ownership of all goods supplied remains vested in **Halsted** until payment has been received in full.

Halsted reserves the right to:

- Enter premises where goods are stored,
- Repossess unpaid goods,
- Recover associated recovery costs.

8. SUSPENSION RIGHTS

Halsted may immediately suspend or cancel supply without notice where:

- Payment risk exists,
- Account exceeds agreed terms,
- Fraud risk is suspected,
- Previous payment behaviour is unsatisfactory.

9. CONSENT TO JURISDICTION

The Applicant consents to the jurisdiction of the **Magistrate's Court**, notwithstanding that the claim amount may exceed such jurisdiction.

10. DOMICILIUM

The Applicant selects its stated physical address as domicilium citandi et executandi for all legal notices.

11. POPIA CONSENT

The Applicant consents to Halsted processing and sharing information for:

- Risk assessment,
- Account administration,
- Debt recovery,
- Legal enforcement,

in accordance with the **Protection of Personal Information Act (POPIA)**.

12. PERSONAL SURETYSHIP AND CO-PRINCIPAL DEBTOR

I / We, the undersigned,

Full Name: _____

ID Number: _____

acting in my personal capacity and/or as Director, Member, Owner or Authorised Representative of the Applicant,

hereby:

- Bind myself **jointly and severally**, as **Surety and Co-Principal Debtor**, in favour of Halsted & Co (Pty) Ltd,
- For the due payment of **all amounts now or in future owing** by the Applicant to Halsted,
- Renounce the legal benefits of:
 - excussion,
 - division,
 - cession of action,the meaning and effect of which I acknowledge I understand.

This Suretyship shall remain in force notwithstanding:

- Change of ownership,
- Resignation as director/member,
- Business rescue,
- Liquidation or deregistration of the Applicant.

Halsted may proceed directly against me personally without first taking action against the Applicant.

Surety Signature

Signature: _____

Full Name: _____

Date: _____

Witness 1: _____

Witness 2: _____