

PARTS THAT MOVE EARTH

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EPC

EQUIPMENT PARTS & COMPONENTS



CREDIT APPLICATION



OPEN CAST MINING



GENERAL CONSTRUCTION



UNDERGROUND MINING



EQUIPMENT PARTS & COMPONENTS

APPLICATION FOR CREDIT FACILITIES WITH:

EPC Namibia (Pty) Ltd
ERF 4895, Edison Street
New Industrial
Swakopmund
Namibia

(Hereinafter referred to as “EPC”)

The Applicant hereby applies for a trade credit facility and account with EPC Namibia (Pty) Ltd subject to the terms and conditions contained herein.

PARTS THAT MOVE EARTH



CUSTOMER DETAILS

Full Business Name			
Trading Name (if different)			
Company Registration Number:			
VAT Number			
Type of Entity	(Pty) Ltd Partnership	CC Trust	Sole Proprietor Other
Nature of Business:			
Physical Address			
Postal Address			
Telephone		Website	
Email			

ACCOUNTS DETAILS

Accounts Contact Person		Position	
Telephone		Email	
Purchase Order Contact			
Monthly Credit Required (N\$)		Estimated Annual Turnover (N\$)	

BANKING DETAILS

Bank Name		Branch	
Account Name		Account Number	
Branch Code			

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TRADE REFERENCES (MINIMUM 3)**Trade Reference 01**

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 02

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 03

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 04

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 05

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 06

Supplier Name		Contact Person	
Telephone		Monthly Spend	

Trade Reference 07

Supplier Name		Contact Person	
Telephone		Monthly Spend	

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DIRECTORS / MEMBERS / OWNERS

01

Full Name		ID / Passport No	
Position		% Holding	

02

Full Name		ID / Passport No	
Position		% Holding	

03

Full Name		ID / Passport No	
Position		% Holding	

04

Full Name		ID / Passport No	
Position		% Holding	

05

Full Name		ID / Passport No	
Position		% Holding	

06

Full Name		ID / Passport No	
Position		% Holding	

07

Full Name		ID / Passport No	
Position		% Holding	

Initial

SECTION 2 – CREDIT TERMS

1. PAYMENT TERMS

- 1.1 Accounts should be paid within 30 days from date of month-end statement.
- 1.2 Payment must reflect as cleared in EPC's bank account by due date, free of deduction, commission, exchange and cash handling fees.
- 1.3 EPC reserves the right to alter or withdraw credit facilities at any time at its sole discretion.

2. OVERDUE ACCOUNTS

- 2.1 Overdue accounts shall bear interest at 2% per month, calculated and compounded monthly in arrears, or the maximum lawful rate permitted under Namibian law.
- 2.2 EPC may suspend deliveries, repairs, services, or further credit until arrears are settled.

3. OWNERSHIP OF GOODS

- 3.1 All goods (whether parts, new machinery or otherwise) supplied remain the sole property of EPC until paid in full and shall remain the property of EPC and shall not be subject to a landlord's tacit hypothec for rent or to any other lien or right and is not attachable by process of Court and the applicant shall keep the equipment free from any such encumbrance at its own cost, until the purchase price and any other amounts due have been paid in full.
- 3.2 Ownership retention applies to:
- Spare parts
 - Components
 - Machines
 - Refurbished machines
 - Rebuilt items
- 3.3 EPC may reclaim unpaid goods where legally permitted.
- 3.4 The applicant shall notify its landlord of EPC's ownership of unpaid goods and the equipment in it and shall provide EPC with full details of the landlord and changes thereto, if any.

SECTION 3 – PRODUCT & SERVICE TERMS

A. PARTS SALES

- 4.1 Parts supplied according to applicant request, part number, sample, machine details or information supplied by applicant.
- 4.2 Applicant remains responsible for confirming suitability before installation.
- 4.3 Electrical goods, seals, opened kits, special imports, and used items may not be returnable unless EPC agrees in writing.
- 4.4 Claims for shortages or incorrect supply must be made within 7 days.

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B. NEW MACHINERY SALES

- 5.1 New machines sold subject to manufacturer warranty only.
- 5.2 Delivery dates are estimates unless guaranteed in writing.
- 5.3 Delays due to shipping, customs, port congestion, or supplier delays shall not create liability for EPC.
- 5.4 The risk in the equipment shall pass to the applicant on delivery, notwithstanding the reservation of ownership therein. If the equipment is transported from EPC's premises by the applicant, delivery shall be deemed to have taken place as soon as the equipment has been loaded onto the applicant's transport.

C. REFURBISHED / USED MACHINES

- 6.1 Used or refurbished machines are sold voetstoots / as inspected, subject only to any written warranty expressly provided.
- 6.2 Hour meter readings, condition, life expectancy, production output and future performance are not guaranteed unless stated in writing.
- 6.3 Applicant encouraged to inspect before purchase.

D. WORKSHOP REPAIRS

- 7.1 Repairs are based on visible defects and inspection findings.
- 7.2 Additional hidden faults found after strip-down may result in revised quotations.
- 7.3 Storage charges may apply to uncollected items after notice of completion.
- 7.4 Repaired goods may be retained until full payment received where legally permissible.

E. FIELD SERVICE

- 8.1 Onsite labour is chargeable from dispatch until return unless otherwise agreed.
- 8.2 Charges may include:
 - Labour hours
 - Travel time
 - Mileage / fuel
 - Accommodation
 - Subsistence
 - Parts used
 - Special tooling
- 8.3 Applicant responsible for safe access to site and work area.
- 8.4 Delays caused by site shutdowns, permits, inductions or unsafe conditions remain chargeable where staff are already deployed.

F. LOWBED HIRE / TRANSPORT

- 9.1 Quotations subject to route, load dimensions, permits, escorts, weather and road conditions.
- 9.2 Applicant responsible for declaring accurate weights and dimensions.

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9.3 Additional waiting time, crane time, loading delays, abnormal load permits or escorts may be charged extra.

9.4 EPC not liable for delays caused by authorities, police escorts, road closures, weather or third parties.

SECTION 4 – CREDIT CONTROL

10. STATEMENTS

10.1 Statements are deemed correct unless disputed in writing within 7 days of issue.

11. LEGAL COSTS

11.1 EPC shall be entitled to recover from the applicant the cost of all legal expenses on the scale as between attorney and own client incurred by EPC in the event of any default by the Applicant or any litigation regarding the validity and enforceability of this agreement or any legal action against the applicant in the implementation or protection of EPC's rights. The applicant shall also be liable for the actual costs of tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that EPC may demand.

11.2 The applicant agrees that the applicant will not require EPC to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's court, Section 11 of the Companies Act 28 of 2004 or in terms of rule 59 of the Rules of the High Court.

12. DOMICILIUM

12.1 Applicant elects its physical address above as addresses to receive legal notices which addresses may only change upon 14 days written notice of any other address in Namibia.

13. JURISDICTION

13.1 The parties hereto agree that this agreement and their relationship arising there from shall be regulated entirely by the laws of the Republic of Namibia and the parties hereto consent to the jurisdiction of the Magistrate's Court. The applicant nevertheless acknowledge that EPC shall be entitled to institute proceedings against it at its discretion out of any other court of competent jurisdiction, in so far as EPC may elect to institute proceedings in the High Court of Namibia.

14. GENERAL

14.1 The applicant agrees that EPC may at any time cede, make over or delegate its rights or obligations in terms of this agreement and/or transfer ownership of the equipment to any third party without having to give notice to the applicant. Any reference to EPC shall be deemed to be a reference to its assignee or successor.

14.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence on grounds that such evidence is computer evidence or that the requirements of the Electronic Transactions Act 4 of 2019 have not been met.

14.3 A certificate signed by a manager or any director of EPC reflecting the amount owing by the applicant to EPC in respect of the applicant's dealings with EPC and of the fact that such amount is due, owing and unpaid shall be prima facie proof of the facts therein stated for the purpose of any action (whether by way of provisional sentence, summary judgement or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and the onus shall rest with the applicant to prove that such amount is not owing and/or due and unpaid.

14.4 The applicant hereby agrees that the credit facility is a variable credit facility and that EPC shall be entitled to increase or decrease the applicant's credit limit from time to time, without notice, and at its sole discretion.

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- 14.5 Each provision of this agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this agreement shall nevertheless remain binding and continue with full force and effect.
- 14.6 EPC makes no warranties and representations to the applicant save as may be specifically provided herein.
- 14.7 The rules of construction that an agreement shall be interpreted against the party responsible for its drafting or preparation shall not apply.
- 14.8 EPC will not be in any way responsible for losses, damages or delays caused by or arising from vis major, casus fortuitus or acts of the State's enemies, riots, lookouts, 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 organisation or person or persons, whether within the Republic of Namibia or anywhere else, or any other cause or contingency whatsoever beyond the control of EPC, whether eiusdem generis with the causes aforementioned or not.
- 14.9 Under no circumstances shall EPC be liable for any special, consequential, indirect, incidental damages of the applicant including, but not limited to, loss of profits, loss of use of the equipment or any associated equipment, damages to associated equipment, cost of capital, or for any delictual liability of any nature whatsoever.
- 14.10 The applicant indemnifies EPC, its servants, agents and sub-contractors against any claim against one or more of them by a third party for any liability incurred by EPC, its employees, agents or sub-contractors to a third party arising directly or indirectly out of the use of the parts or new equipment sold or services rendered to the applicant.
- 14.11 The applicant shall not have any claim of any nature whatsoever against EPC for the cost of substitute equipment, facilities, services, downtime costs or claims of the applicant for any damages, or penalties of whatsoever nature, should EPC fail to carry out any of the obligations under this agreement as a result of any cause beyond the control of EPC.
- 14.12 Without limiting and without prejudicing the provisions of these conditions, the applicant shall notify EPC of any loss or damage, complaint or claim within 5 business days from the occurrence of the event giving rise to such claim and shall confirm such notification in writing to be received by EPC within 7 business days of such aforesaid occurrence, and if not expressly and admitted by EPC within 9 calendar days should institute any claim which it contends to have, within 2 years, failing any aforesaid period any claim arising therefrom shall ipso facto, lapse and be unenforceable.

Signed at _____ on the _____ day of _____ 20____

Full Name: _____ ID / Passport: _____

Address: _____ Date: _____

Signature

SECTION 5 - PERSONAL SURETYSHIP

I / We the undersigned hereby bind myself / ourselves jointly and severally as **surety and co-principal debtor** in favour of EPC Namibia (Pty) Ltd for all amounts owing by the Applicant now or in future.

I / We renounce the benefits of excussion and division to the extent permitted by law.

Signed at _____ on the _____ day of _____ 20____

SURETY 1

Full Name		ID / Passport	
Physical Address			

Date: _____

Signature

SURETY 1

Full Name		ID / Passport	
Physical Address			

Date: _____

Signature

SECTION 6 – FICA / KYC DOCUMENTS REQUIRED

Please attach:

Company Registration Documents

VAT Certificate

Proof of Business Address

Bank Confirmation Letter

ID Documents of Directors

Signed Suretyship

Trade References

DECLARATION

I / We confirm that all information supplied is true and correct and that I / we are authorised to apply for credit on behalf of the Applicant.

Signed at _____ on the _____ day of _____ 20____

For Applicant:

Name:

Position:

Signature

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CLICK HERE

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