



TRADE ACCOUNT APPLICATION

Cash / Credit Facilities | Reinforcing • Formwork • Concrete

SECTION A - APPLICANT DETAILS

Complete all applicable fields. If a field does not apply, mark it N/A.

Full legal name of applicant		Trade / trading name	
Registration / ID number		VAT number	
Date established		Business type	☐ Sole proprietor ☐ Partnership ☐ Pty Ltd ☐ CC ☐ Trust ☐ Other
Postal address		Postal code	
Physical address		Town / City	
Business telephone		Cellular	
Accounts email		Buying / orders email	
Responsible person - Accounts		Responsible person - Buying	
Delivery address / primary site		Town / City	

Intended Maxx division(s)

Trade / division	☐ Maxx Rebar ☐ Maxx Formwork ☐ Maxx Concrete ☐ Integrated structural package ☐ Other
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Where delivery or work will take place at multiple sites, attach a current project/site list or provide the project address on each purchase order or call-off.

SECTION A - BUSINESS, BANKING AND REFERENCES**Registered office / auditors or accounting officer**

Registered office		Town / City	
Auditor / accounting officer		Telephone	
Address		Email	

Proprietors, directors, members, trustees or partners

Full name	ID / Passport No.	Residential / Business Address	Telephone

Banking details

Banking institution		Account type	
Account number		Date account opened	
Branch name		Branch code	

Trade references

Reference name	Contact person	Telephone / Email	Account / Reference No.

Financial profile

Net asset value (R)		Annual turnover (R)	
Financial year end		Employees / staff	



SECTION B - CREDIT FACILITY REQUEST

Account type requested	☐ Cash ☐ COD ☐ 7 day ☐ 14 day ☐ 30 day ☐ Other	Credit limit requested	R _____
Payment terms requested		Expected monthly spend	R _____
Primary project / contract		Project duration	
Main contractor / client		Project value (optional)	R _____

IMPORTANT: The amount of credit and payment terms requested are for assessment only and do not form part of any contract unless approved in writing by Maxx Structures.

Required supporting documents

Business registration documents	☐ Attached ☐ To follow
VAT registration certificate (if registered)	☐ Attached ☐ To follow ☐ N/A
Directors / members / proprietor identification documents	☐ Attached ☐ To follow
Latest bank statement or bank confirmation letter	☐ Attached ☐ To follow
Latest audited financial statements or management accounts	☐ Attached ☐ To follow ☐ N/A
Current cash-flow statement / forecast (if requested)	☐ Attached ☐ To follow ☐ N/A

Applicant declaration and authority

The undersigned warrants that the information in this application is true, correct and complete; that he or she is duly authorised to submit this application on behalf of the Applicant; and that Maxx Structures may use the information to assess, establish and administer a trade account and credit facility.

The Applicant authorises Maxx Structures and its appointed credit-service providers to obtain reasonable credit information concerning the Applicant and, where legally permitted and consented to, its principals, and to contact the trade references and bank identified in this application for verification purposes.

The Applicant confirms that each transaction with Maxx Structures remains subject to the applicable quotation, purchase order acceptance, project commercial schedule and current Maxx Structures trade-specific terms and conditions. Approval of this account does not override project-specific terms.

Signed at		Date	
Authorised signatory		Designation	
Signature		Witness	
Email		Mobile	



SECTION C - TERMS AND CONDITIONS OF TRADE ACCOUNT AND CREDIT FACILITIES

These account terms regulate the application, approval and administration of a Maxx Structures trade account and credit facility. They supplement, but do not replace, the applicable quotation and trade-specific Standard Terms and Conditions for reinforcing, formwork, concrete or integrated structural works.

1. Definitions "Applicant" or "Purchaser" means the person or entity applying for, or using, the trade account. "Maxx" or "Supplier" means Maxx Structures (Pty) Ltd. "Goods and Services" includes materials, fabrication, labour, plant, temporary works and construction services supplied by Maxx. "POPIA" means the Protection of Personal Information Act 4 of 2013.

2. Discretionary facility A trade account or credit facility is granted at Maxx's discretion. Approval does not create an entitlement to continued credit. Maxx may review, reduce, suspend or withdraw a credit limit or change the approved payment terms where credit risk, account conduct, project exposure or security requirements reasonably justify it.

3. Credit assessment The Applicant authorises Maxx and its appointed agents to perform reasonable credit checks for the purpose of assessing, approving and administering the account. The Applicant warrants that any required consent from directors, members, partners, sureties or principals has been obtained before their information is provided.

4. Credit performance information Subject to applicable law, Maxx may verify trade references and may report an undisputed material payment default to a registered credit bureau or lawful industry payment-default service after reasonable written notice and any procedural requirements have been met.

5. Security Maxx may require security before opening or continuing an account, including a deposit, bank guarantee, payment guarantee, deed of suretyship, cession of debtors or other agreed security. The Applicant is responsible for agreed third-party costs of establishing such security.

6. No novation The approval of this application does not novate, cancel or release any earlier debt, security, suretyship, cession or other obligation unless Maxx expressly agrees in writing.

7. Application to transactions Each supply or subcontract transaction is subject to the accepted Maxx quotation, project commercial schedule, applicable trade-specific Standard Terms and Conditions and any signed subcontract. Administrative terms on a Purchaser purchase order do not override Maxx terms unless a written deviation is expressly accepted by Maxx.

8. Cash basis unless approved Unless Maxx confirms an approved credit limit and payment terms in writing, all Goods and Services are supplied on a cash, advance-payment or payment-before-dispatch basis as stated in the quotation.

9. Credit limit The Applicant must not knowingly exceed the approved credit limit. Maxx may require advance payment, additional security or settlement of outstanding amounts before accepting further orders or releasing materials, plant or labour.

10. Allocation of payments Unless otherwise required by law or expressly agreed, Maxx may allocate a payment to any due and payable amount on the Applicant's account, taking account of the payment reference and remittance advice.

11. Approved payment terms Where a 30-day trade account is approved and no shorter project-specific term applies, payment is due within 30 calendar days from the date of statement or invoice, as recorded in the written approval. Any shorter payment cycle stated in a quotation, subcontract or Project Commercial Schedule prevails.

12. Payment method and bank verification Payments must be made in South African Rand by electronic transfer to Maxx's nominated bank account, free of deduction for bank charges. Any request to change Maxx bank details must be independently verified with an authorised Maxx finance representative using known contact details before payment is made.

13. Settlement discounts No settlement discount, rebate or early-payment discount applies unless expressly approved in writing and stated on the relevant quotation or account approval. Any approved discount is conditional on full payment by the stated deadline.

14. Disputed amounts A bona fide dispute must be raised promptly and with reasonable supporting detail. The Applicant may not withhold an undisputed amount merely because another amount is disputed. Any right of set-off is subject to the applicable signed contract and law.

15. Extension of time An extension of payment time is valid only if recorded in writing by an authorised Maxx representative. An indulgence or delayed enforcement does not permanently vary the approved account terms.

16. Review of facility Maxx may periodically review the credit limit and terms using current financial information, project exposure, payment history and external credit information. The Applicant must provide updated information reasonably requested for such review.

SECTION C - TERMS AND CONDITIONS

Continued

17. Default and acceleration If the Applicant fails to pay an undisputed amount when due, exceeds the approved credit limit, becomes insolvent, enters business rescue or liquidation, materially misrepresents information, or otherwise commits a material breach, Maxx may suspend further credit or performance and may require immediate payment of amounts due, subject to any mandatory contractual notice procedure.

18. Certificate of balance A certificate signed by a Maxx director, finance manager or authorised commercial manager stating the balance recorded as owing on the Applicant's account is prima facie evidence of that balance for legal or insolvency proceedings, without limiting the Applicant's right to prove an error.

19. Interest on overdue accounts Overdue amounts bear interest at the rate stated in the relevant quotation, subcontract or trade-specific Maxx terms. Where no rate is stated, Maxx may charge interest at prime plus 6 percentage points per annum, calculated from the due date, subject to any maximum rate permitted by law.

20. Ownership and risk Where Maxx supplies permanent materials on credit, risk passes as stated in the applicable quotation or delivery terms. Ownership of unpaid materials remains with Maxx to the extent legally enforceable and subject to any contrary certified construction-contract arrangement.

21. Returns and cancellation No made-to-order, fabricated, cut, bent, special, perishable or project-specific Goods may be returned unless Maxx agrees in writing. Approved returns may be subject to supplier restocking, handling, transport, scrap and committed fabrication charges.

22. Delivery records A signed delivery note, proof of delivery, call-off record, time sheet or equivalent electronic acceptance may be used as evidence that the identified Goods or Services were delivered or performed, subject to any timely recorded shortage, damage or defect.

23. Suspension If the Applicant's account is overdue, security has lapsed, or the approved credit limit would be exceeded, Maxx may place further orders, procurement, fabrication, delivery or site work on hold after any notice required by the applicable contract.

24. Representations and authority No oral representation, waiver or amendment binds Maxx unless confirmed in writing by an authorised representative. The Applicant is responsible for ensuring that persons placing orders or issuing instructions are properly authorised.

25. Limitation of liability Liability for project Goods and Services is governed by the applicable Maxx quotation and trade-specific terms. To the maximum extent permitted by law, Maxx does not accept indirect or consequential loss through this trade-account agreement.

26. Collection and legal costs Where the Applicant is in breach and collection action is reasonably required, Maxx may recover lawful collection costs and legal costs to the extent permitted by the applicable contract and South African law.

27. Jurisdiction The Applicant consents, where legally permissible, to the jurisdiction of a Magistrates' Court having jurisdiction under section 28 of the Magistrates' Courts Act 32 of 1944, notwithstanding that a claim may exceed the ordinary monetary jurisdiction. Maxx may nevertheless institute proceedings in any other competent court.

28. Domicilium and notices The physical and email addresses supplied in this application are the Applicant's chosen addresses for account notices until changed in writing. The Applicant must notify Maxx promptly of any change to its legal name, registration, ownership, address, bank details or key account contacts.

29. Electronic communications and signatures Electronic records, email instructions and recognised electronic signatures may be used for administration and contracting where permitted by law. A change to credit terms, security or bank details must be expressly recorded by an authorised representative.

30. Severability If any provision is invalid or unenforceable, it is severed or read down to the minimum extent required and the remaining provisions continue in force.

31. Privacy and POPIA Maxx may collect, verify, store and process personal information reasonably required to assess credit, administer the account, perform contracts, recover debts, comply with law and protect legitimate business interests. Information may be shared with service providers, insurers, banks, credit bureaus, legal advisers and authorities where lawful and necessary. Maxx will retain information for legal and legitimate business periods and apply reasonable safeguards.

32. Accuracy of information The Applicant confirms that information supplied is accurate and complete and must advise Maxx in writing of a material change within 10 business days, or sooner where the change materially affects credit risk or payment.

33. Law This application and account arrangement are governed by the laws of the Republic of South Africa.

**SECTION C - APPLICANT WARRANTIES AND ACCEPTANCE****The Applicant warrants, represents and confirms that:**

- The information provided in this application is true, correct and complete and is material to Maxx's credit decision.
- The signatory is duly authorised to submit and sign this application on behalf of the Applicant.
- The Applicant will notify Maxx promptly if any information in this application materially changes.
- The Applicant is not knowingly subject to undisclosed liquidation, sequestration, business rescue, administration or debt-review proceedings that would materially affect this application.
- The Applicant has disclosed any existing cession of debtors or security arrangement that may materially conflict with security requested by Maxx.
- The Applicant understands that Maxx may approve a lower limit, different terms or a cash account, or decline the application without the requested facility becoming contractual.
- All future transactions remain subject to the applicable Maxx quotation, signed subcontract and trade-specific Standard Terms and Conditions.

Acceptance

Applicant legal name		Registration No.	
Name of authorised signatory		Designation	
Signed at		Date	
Signature		Witness signature	

By signature, the Applicant acknowledges receipt of these Trade Account Terms and Conditions and consents to the credit-assessment and POPIA provisions above.

**ANNEXURE A - DEED OF SURETYSHIP***Complete only if requested by Maxx Structures as a condition of the trade account or credit facility.*

In favour of Maxx Structures (Pty) Ltd, Registration No. 2026/150908/07 ("the Creditor").

Principal Debtor / Applicant	
Registration / ID No.	
Surety 1 - Full name	
Surety 1 - ID / Passport No.	
Surety 2 - Full name	
Surety 2 - ID / Passport No.	
Surety 3 - Full name	
Surety 3 - ID / Passport No.	

Suretyship terms

1. Each undersigned Surety binds himself/herself as surety and co-principal debtor, jointly and severally where more than one surety signs, for the due payment of all amounts that the Principal Debtor may lawfully owe the Creditor under the approved trade account, quotations, invoices and related contracts.
2. This is a continuing suretyship and remains effective notwithstanding any fluctuation or temporary extinction of the Principal Debtor's indebtedness, until released in writing by the Creditor.
3. The Creditor may grant reasonable time, indulgence, compromise, variation or other arrangement to the Principal Debtor without releasing the Surety, provided that the Surety's liability is not increased beyond what is permitted by law without any required consent.
4. The Surety waives the benefits of excussion and division, the meaning and effect of which the Surety acknowledges. This means the Creditor is not required first to exhaust remedies against the Principal Debtor or any other surety before claiming from a Surety, to the extent enforceable.
5. An admission or written acknowledgement of indebtedness by the Principal Debtor may be relied upon as evidence against the Surety, subject to the Surety's right to prove error or a defence available in law.
6. A certificate signed by a director, finance manager or authorised commercial manager of the Creditor stating the amount recorded as owing is prima facie evidence of that amount for legal proceedings, without limiting the Surety's right to prove an error.
7. The Surety consents, where legally permissible, to the jurisdiction of a Magistrates' Court having jurisdiction under section 28 of the Magistrates' Courts Act 32 of 1944, notwithstanding the amount of the claim. The Creditor may proceed in any other competent court.
8. The Surety chooses the physical and email address stated below as domicilium for notices and process until changed in writing.



ANNEXURE A - DEED OF SURETYSHIP
Signatures

Surety 1

Full name		ID / Passport No.	
Physical address		Email / Mobile	
Signed at		Date	
Surety signature		Witness signature	

Surety 2

Full name		ID / Passport No.	
Physical address		Email / Mobile	
Signed at		Date	
Surety signature		Witness signature	

Surety 3 (if applicable)

Full name		ID / Passport No.	
Physical address		Email / Mobile	
Signed at		Date	
Surety signature		Witness signature	

The Surety/ies should obtain independent legal advice if uncertain about the nature, extent or effect of this continuing suretyship.

**ANNEXURE B - CESSION OF DEBTORS***Complete only if requested by Maxx Structures as security for the approved facility.*

Cedent / Applicant	
Registration / ID No.	
Cessionary	Maxx Structures (Pty) Ltd
Cessionary Registration No.	2026/150908/07

WHEREAS the Cessionary may provide credit to the Cedent and may require security for that credit, the Cedent and Cessionary record the following:

1. As continuing security for amounts lawfully due to the Cessionary, the Cedent cedes in securitatem debiti to the Cessionary the Cedent's right, title and interest in and to its book debts, subject to any prior disclosed cession and to applicable law.
2. The Cedent warrants that it has disclosed any existing general or specific cession of debtors that may rank ahead of or conflict with this security.
3. If a prior cession exists, this cession operates over the Cedent's reversionary rights and any book debts not subject to the prior cession, to the extent legally effective.
4. The Cedent must, on reasonable request after an event of default, provide schedules and supporting records reasonably required to identify book debts forming part of the security.
5. Following an uncured payment default and subject to law, the Cessionary may notify identified debtors of the cession and take reasonable steps to collect amounts subject to the security, crediting net collections against the Applicant's debt.
6. The Cessionary may grant time, indulgence or other arrangements to the Cedent without waiving rights under this cession.
7. This cession continues notwithstanding any fluctuation or temporary extinction of indebtedness and remains in force until the Cessionary releases it in writing.
8. The Cedent remains liable for any balance owing that is not discharged by collections under the cession.
9. No variation or cancellation of this cession is effective unless recorded in writing and signed by authorised representatives of the parties.
10. The Cedent's domicilium is the physical and email address stated in the Trade Account Application unless changed in writing.

ANNEXURE B - CESSION OF DEBTORS

Execution and disclosure

Existing cessions / security over book debts

Existing cession in favour of	
Bank / financier / cessionary	
Date / reference	
Scope / ranking notes	

Execution by Cedent

Cedent legal name		Registration No.	
Authorised signatory		Designation	
Signed at		Date	
Signature		Witness signature	

Acceptance / acknowledgement by Maxx Structures

Authorised representative		Designation	
Signed at		Date	
Signature		Internal reference	

This annexure is intended as account security only and should be read with the approved credit limit, account terms and any project-specific contract. It does not replace any additional security expressly agreed in writing.

SECTION D - FOR OFFICIAL USE*Maxx Structures internal review and approval***Application review**

Review stage	Name	Signature	Date
Sales / Commercial			
Finance / Credit			
Director / Authorised approver			

Approved facility

Account status	☐ Approved ☐ Conditional ☐ Cash only ☐ Declined	Account number	
Approved credit limit	R _____	Approved payment terms	
Settlement discount	None / _____ %	Security required	☐ None ☐ Deposit ☐ Guarantee ☐ Surety ☐ Cession ☐ Other
Review date		Credit insurer / reference	

Intended Maxx division(s)

Approved for	☐ Maxx Rebar ☐ Maxx Formwork ☐ Maxx Concrete ☐ Integrated Structures
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Internal notes / conditions

REINFORCING | FORMWORK | CONCRETE

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