

Dear Customer



RE: CREDIT APPLICATION

Herewith please find a copy of our credit application as requested by you.

Please Note: The following requirements are needed before an account can be opened.

- 1. Original 4 page Credit Application signed and returned to us (Faxed copies are not acceptable).**
- 2. VAT Registration Certificate.**
- 3. Current COR39 as issued by CIPC**
- 4. Please note a minimum credit limit of R50000.00 is required to open an account.**
- 5. A minimum of 3 days are required obtain credit references.**
- 6. Our Terms and Conditions accepted by you, the client, are strictly enforced i.e 30 days less 1.25% which will only be allowed if the money is in the bank account on the last day of the month.**

You, the client, will be notified in writing with the result of the credit application.

Yours faithfully

THELMA SCHOEMAN
Credit Controller





CUSTOMER APPLICATION FOR CREDIT FACILITIES

Date:

1. Registered Name of Account:
2. Postal Address: Postal Code:
3. Registered Office / Bus. Address:
4. Delivery Address:
5. Co / CC Registration No:
6. Telephone Numbers: Tel: () Fax No: ()
7. VAT No: Accounts Email:
8. Name & Home Address of sole owner of each partner, member(s) or director(s) – fill in below

Full Names of Owners / Members / Partners / Directors	Identity No/Date of Birth	Residential Address	Telephone No

9. Mark with an "X" whichever is applicable:

Sole Owner / Proprietor	Partnership	(Pty) Limited	Public Company	Other (Specify)
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10. Please advise on your expected monthly purchases: RCredit Limit: R.....
11. Bank: Branch: Account No:
12. Name of accounting officer / auditor / bookkeeper:
13. Please attach your Company Letterhead.

I hereby warrant that I am duly authorised by the debtor to make this application on its behalf and declare that the above information is true and correct.

Signed at on the day of 2.....

Name: **Signature:**(For the debtor and in my personal capacity as surety and co-principal debtor)



STANDARD TERMS AND CONDITIONS OF SALE

1. Unless specifically arranged, the debtor acknowledges that credit facilities granted are payable strictly within 30 days from the date of statement which date shall be deemed to be the last day of every month.
2. Credit facilities, may be withdrawn by the creditor at any time without prior notice, and the creditor reserves the right to review the extent, nature and duration of such facilities at all times.
3. If any amount is not paid within the agreed term the debtor shall be liable for interest at the maximum rate permitted by the law from time to time. Such interest shall be calculated and paid monthly in advance, provided that if the interest is not paid as aforesaid, the interest shall be added to the principal sum and the whole amount shall form the principal debt which shall bear interest as aforesaid.
4. A certificate under the hand of any member as to the existence and the amount of the debtor's indebtedness to the creditor at any time, as to the fact that such amount of the interest accrued thereon and as to any other fact, matter or thing relating to the debtor's indebtedness to the creditor, shall be conclusive proof of the contents and correctness thereof and of the amount of the debtor's indebtedness for the purpose of provisional sentence or summary judgement or any other proceedings against the debtor in any contempt Court, and shall be valid as a liquid document for such purposes. It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the debtor and shall be deemed to be sufficient particularly for the purposes of pleading or trial in any action or other proceeding instituted by the creditor against the debtor.
5. The signatory hereto binds himself as surety and co-principal debtor in solidum with the debtor in favour of the creditor for the due payment of all amounts which may at any time be payable by the debtor to the creditor from any cause of action whatsoever and whether acquired by the creditor by way of cession or otherwise. He further waives the benefits of the legal exceptions "non causa debiti", "ordinis seu excussionis et divisionis", and "cession of action", with the force, meaning and effect of which I/we declare myself to be fully acquainted.
6. Ownership in the goods sold and delivered to the debtor shall pass to the debtor only when all amounts due by the debtor to the creditor shall have been paid.
- 6.1 Risk in and to the goods shall however pass to the debtor on delivery as defined above.
- 6.2 I/We agree that the signature of an employee of the debtor on the creditors official delivery note or waybill, or the delivery note of an authorised independent carrier, will constitute delivery of goods.
7. The debtor agrees and acknowledges that in the event of –
 - 7.1 the debtor breaching any conditions or
 - 7.2 the debtor failing to pay an amount due and payable on due date to the creditor or any of its holding, subsidiary or associate companies; or
 - 7.3 the debtor suffering any civil judgement to be taken or entered against it; or
 - 7.4 the debtor causing a notice or surrender of its estate to be published in terms of the Insolvency Act No.24 of 1936, as amended; or
 - 7.5 the debtor changing the structure of its ownership; or
 - 7.6 the debtor dying; or
 7. the debtors estate being placed under an order of provisional or final sequestration, provisional or final winding up, or provisional or final business rescue, as the case may be; then and in that event the creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the debtor without notice to the debtor, and to rely on the provisions of clause 6 and to repossess those goods sold and delivered by the creditor to the debtor, or to claim specific performance of all the debtor's obligations whether or not such obligations would otherwise have fallen due for performance, in either event without prejudice to the creditor's rights to claim damages.
8. The debtor expressly waives all right to claim prescription under the relevant provision of the Prescription Act 68 of 1969, as amended from time to time.
9. Should the creditor agree to accept the return of any goods for credit, the debtor shall be liable to pay the creditor a handling charge of not less than 10% (ten percent) on the invoiced price of goods so returned.
10. In the event of the creditor instructing attorneys to collect from the debtor an amount owing to the creditor, the debtor agrees to pay all costs on the scale as between Attorney and own client, including collection charges.
11. The debtor consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by the creditor exceeds the normal jurisdiction of the Magistrate's Court as to amount. The creditor shall be entitled to proceed against the debtor in any other Court of competent jurisdiction, notwithstanding the foregoing.
12. The debtor nominates as its domicilium citandi et executandi the address reflected on the face hereof under the heading registered office/business address for service upon it of all notices and processes in connection with any claim for any sum due to the creditor against arising out of credit granted by the creditor to debtor.
13. No relaxation or indulgence granted to the debtor by the creditor, at any time, shall be deemed to be a waiver of any of the creditor's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the creditor.
14. The debtor shall be precluded from raising any complaints or disputing liability to the creditor in any way unless it shall be notified the creditor of its complaints or grounds of dispute in writing within seven days of receipt for the goods in question. Subject to the foregoing, the creditor shall, in its discretion, be entitled to either remedy any failure by adjusting, repairing or replacing the goods in question, or refund the whole or part (as the case may be) of the contract price paid to it by the debtor in respect of such goods.
15. When the creditor is required to supply goods to the debtor's specification and/or drawings, or those of its nominees, the creditor accepts no responsibility for the efficiency or workability of goods so manufactured or work so carried out. The debtor must satisfy themselves, before delivery is made, as to the suitability of the goods for the purpose for which they acquire them.
16. Any agreement purporting to vary the terms of this agreement, or any consensual cancellation, shall not be valid unless reduced to writing and signed by both the debtor and the creditor.
17. Save as otherwise provided herein, the creditor shall not be liable to the debtor or any other person for any loss of profit or other special damages or any consequential damages whichever arising out of any breach by the creditor of any of its obligations under these conditions or out of any cause whatsoever. The debtor hereby indemnifies the creditor of any claim that may be made against the creditor by any other person in respect of any matter for which the liability of the creditor is excluded in terms of the foregoing.
18. In these conditions, words imparting one gender shall include the other gender, and words imparting the singular shall include the plural (and visa versa).

SIGNED AT:.....ON THE.....DAY OF.....20/.....

Name:..... Signature:..... (For Debtor)

Name:..... Signature:..... (For Creditor)

Witness 1 Name..... Signature:.....

Witness 2: Name..... Signature:



DEED OF SURETYSHIP
(addendum to credit application)

1. I/We, the undersigned,

(ID NO.:)

do hereby bind myself/ourselves as surety for and co-principal debtor/s in solidum with (hereinafter referred to as "the principal debtor"), unto and in favour of **LONSPEARE S.A. (PTY) LTD** hereinafter referred to as ("the creditor" of – **3 NAVVI ROAD, ALBERTON NORTH, 1449**, for the due and punctual payment and performance by the principal debtor of all debts and obligations of whatever nature and howsoever arising which the principal debtor may owe to the creditor – (all of which debts and obligations are hereinafter referred to as "the obligations"). As part of my liability in terms hereof, I/We bind ourselves as foresaid to pay the amount of any costs, charges and expenses of whatever nature including, but without derogating from the generality of the aforesaid, legal costs and collection commission as between attorney and client incurred by the creditor in securing or endeavouring to secure **fulfillment** of the obligations as well as my/our obligations hereunder.

- 2. The rights of the creditor under this suretyship shall in no way be affected or diminished if the creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the obligations of the principal debtor. Notwithstanding that this suretyship may for any reason whatsoever be held to be or become not binding in whole or part upon any one or more of us and notwithstanding that it may not be signed by all of us, it shall be and remain of full force and effect and binding upon the others of us and shall remain in full force and effect notwithstanding any fluctuation in the obligations and notwithstanding the death or sequestration of any one or more of us or any one or more of us suffering legal disability. I/We shall be bound by any admissions or acknowledgements of indebtedness made or given at any time by the principal debtor to the creditor in regard to any cause and/or obligation to which this suretyship relates or for which this suretyship was given until such time as the obligations are discharged in full.
- 3. If the principal debtor be placed in liquidation or under judicial management or submits an offer of compromise or of composition, or a scheme of arrangements in terms of company or insolvency law, or in terms of the common law:-
 - 3.1 The creditor shall be entitled to accept any dividend in such event on account and in reduction of the principal debtor's indebtedness;
 - 3.2 The creditor shall be entitled to accept any other securities, guarantees or suretyships arising out of any such events;
 - 3.3 No provisions of this clause, nor any action taken by the creditor, shall affect or diminish my/our liability in terms hereof, save to the extent of actual payment to the creditor applied in reduction of the principal debtor's indebtedness.
- 4. I/We hereby warrant to the creditor that I/We have a material interest in binding myself/ourselves in terms of this deed of suretyship which is entered into for my/our benefit.
- 5. Should the principal debtor fail to discharge any of the obligations on due date, the creditor shall be entitled notwithstanding any contrary arrangement with the principal debtor, to demand from me/us immediate payment or performance of all the obligations then due and owing by the principal debtor to the creditor.
- 6. I/We hereby renounce the benefits of the legal exceptions "non causa debiti", "errore calculi", "excussion", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts", with the meaning and effect of all of which I/We declare myself/ourselves to be fully acquainted.

Signed at:.....on theday of2.....

Name: Signature:

Name: Signature:

Reg No: 1983/006336/07
Tel: +27 (0)11 907 0879

3 Navvi Street, Alberton North
P.O. Box 59118, KENGRAY, 2100



Please provide Trade references (minimum of three) as set out below:

Company Name	Tel & Fax No	Contact Person	Monthly Purchases	When opened