



## CREDIT APPLICATION

(Form must be completed in full detail)

Date: \_\_\_\_\_

Credit limit: R\_\_\_\_\_

Trading name: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Delivery address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

### TYPE OF BUSINESS:

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Private               | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Public Co.            | <input type="checkbox"/> CC          |
| <input type="checkbox"/> Other (specify) _____ |                                      |

### OPERATING AS:

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Retailer              | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Church                | <input type="checkbox"/> College    |
| <input type="checkbox"/> Other (specify) _____ |                                     |

Company registration date: \_\_\_\_\_ Business hours: \_\_\_\_\_

Company registration number: \_\_\_\_\_

VAT registration number: \_\_\_\_\_

## PERSONAL DETAILS

Surname: \_\_\_\_\_

Christian name(s): \_\_\_\_\_

ID number: \_\_\_\_\_

(COPY ATTACHED PLEASE)

Home address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Telephone number: (H) \_\_\_\_\_

(W) \_\_\_\_\_

Cell number: \_\_\_\_\_

Fax number: (W) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Husband's particulars for female married ICP

Christian name(s): \_\_\_\_\_

ID number: \_\_\_\_\_

(COPY ATTACHED PLEASE)

Work address: \_\_\_\_\_

\_\_\_\_\_

Tel. number: \_\_\_\_\_

\_\_\_\_\_

(SIGNATURE)

## BANKING PARTICULARS (TRADE ACCOUNTS ONLY)

Bank: \_\_\_\_\_

Account name: \_\_\_\_\_

Branch name: \_\_\_\_\_

Account number: \_\_\_\_\_

Branch code: \_\_\_\_\_

(PLEASE TURN PAGE AND COMPLETE PAGE 2 AS WELL)

## TRADE REFERENCES

NAME:	ADDRESS:	TEL. NUMBER:	ACCOUNT NUMBER:
1.			
2.			
3.			
4.			

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## GENERAL CONDITIONS

- 1) Payment **30 days** after date of statement.
- 2) Interest rate at **24% per annum** of amounts outstanding for **60 days** and longer.
- 3) No orders will be executed on **overdue** accounts.
- 4) All goods returned must be accompanied by an **invoice number**.
- 5) Claims must be filled **within 7 days** after delivery.
- 6) Where goods were supplied correctly but returned to us, a **handling charge of 20%** will apply.
- 7) The acceptance of all returns is subject to prior permission by us.
- 8) Outstanding items will be reflected as back orders on invoice and will be supplied when available if not cancelled within **21 days**.

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## ACCEPTANCE OF CONTENTS

	PARTNER 1	PARTNER 2	PARTNER 3
Owner SIGNATURE:			
ID NUMBER:			

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## OFFICE USE ONLY

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

# DEED OF SURETYSHIP

REVENUE  
STAMP

I/We, the undersigned, \_\_\_\_\_  
do hereby unconditionally and irrevocably bind myself/ourselves jointly and severally, as surety(ies) and co-principal debtor(s) with \_\_\_\_\_ ("the Debtor")  
to \_\_\_\_\_ ("the Creditor")  
or its successors or assigns for:

- (a) the repayment of all or any such sum or sums of money which this said Debtor may now or from time to time hereafter owe, or be indebted to the said Creditor for, together with interest on the capital sum at the maximum rate allowed by law from time to time or as agreed to between the Debtor and Creditor, and/or for
- (b) the due and punctual performance by the Debtor of all its obligations which are now due or which may from time to time become due under \_\_\_\_\_

Without in any way derogating from the generality of the foregoing, I/we agree to be bound by the following terms and conditions:

- 1. I/We renounce the benefits of the legal exceptions of "division" and "excussion";
- 2. Should the Debtor fail and/or refuse to discharge any of its obligations on due date, the Creditor shall be entitled to demand from me/us, immediate performance of all obligations and/or payment of all monies then lawfully due and owing by the Debtor to the Creditor, which demand I/we shall comply with within 7 (seven) days;
- 3. The Creditor's rights hereunder will not be prejudiced by reason of any election on the part of the Creditor in regard to alternative remedies available to it against the Debtor, it being the intention that the Creditor shall, without prejudicing its rights hereunder, have a full and free discretion as to the choice and method of enforcement of its rights against the Debtor;
- 4. If the Debtor shall be placed in liquidation or under sequestration or submit an offer of compromise or scheme of arrangement in terms of any company or insolvency law, the Creditor shall be entitled to accept any dividend on account and in reduction of the Debtor's indebtedness to it without in any way prejudicing its rights against me/us to recover from me/us to the full extent of this suretyship, any sum which after the receipt of such dividends or payments may remain owing to the Creditor. I/We further bind myself/ourselves in the event of such liquidation, sequestration, offer of compromise or scheme of arrangement as set out above, not to file any claims against the Debtor, save with the prior written consent of the Creditor;
- 5. I/We undertake to pay all legal costs incurred by the Creditor in demanding and enforcing compliance with my/our obligations in terms hereof, on an attorney and client scale;
- 6. I/We select as *domicilium citandi et executandi* for all purposes of this suretyship (not being a post box):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No change of such address is valid unless the Creditor has been notified in writing and a written acknowledgement of receipt of such change has been received from the Creditor.

I/We further agree that any notice sent to me by prepaid registered post at such address shall be deemed to have reached me/us on the third day after the date of dispatch unless the contrary be proved;

- 7. For the purpose of any action arising herefrom I/we hereby consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that such proceedings may otherwise be beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to the provisions of the Magistrate's Court Act (Act No. 32 of 1944), or any amendment or re-enactment thereof, provided that the Creditor shall be entitled at his entire discretion to institute proceedings in any other court which may otherwise have jurisdiction in respect of such action.

THUS DONE AND SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
in the presence of the undersigned witnesses:

**AS WITNESSES:**

- 1. \_\_\_\_\_ **SURETY**
- 2. \_\_\_\_\_ **SURETY**