

6. PERSONAL DETAILS OF DIRECTORS/MEMBERS

Full Names	I.D. Number or Date of Birth	Residential Address	Date of Appointment as Director

7. **If less than 5 years, state previous business or employer**

8. **Are your premises owned or rented?**

8.1 **If rented, kindly furnish the following information:**

8.2 **Present Landlord's Name:**

Address:

9. **Have any judgements been noted against the Applicant?**

10. **Is the Applicant a party to any pending litigation, full details are required.**

11. **Trade Reference (excluding Hire Purchase, Lease and Fuel accounts)**

	Name of Suppliers	Address	Telephone Number
11.1			
11.2			
11.3			
11.4			

of business aforesaid. The sureties and co-principal debtors choose *domicilium citandi ET executandi* at the physical residential addresses, which appear alongside their names aforesaid in this agreement.

- 21.10 I/We agree that I/we shall be stopped from denying the validity of an order and that the person in our employ who placed the order did not have the authority to place such order.
- 21.11 I/We warrant that I/we are duly authorised to represent the Applicant and to bind the Applicant to these terms and conditions of sale.
- 21.12 In the event that the Applicant at any time exceeds the credit limit, or in the event of any amount not being paid on due date (30 days after statement), then the Creditor

shall have the right in its discretion, to refuse to transport any goods for the Applicant without incurring any liability to any party in respect of such refusal.

- 21.13 The Applicant shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Applicant may have for compensation for loss or damage to goods, animals or other property, or for any reason whatsoever.
- 21.14 I/We acknowledge that although risk in and to all the goods sold to ourselves passed to us upon delivery, ownership in and to the goods so delivered shall remain vested in the creditor and at no stage whatsoever shall ownership pass until such time as full payment in respect of such goods has been effected by the Applicant.

NEW NATIONAL CREDIT ACT CLAUSE

I/We the undersigned hereby agree and permit the ("YOUR COMPANY NAME") is entitled to:

- 1) Make any reasonable enquiries to any party to verify and research any details provided by the Applicant on this application form, or any other details in relation thereto.
- 2) Access the files of any Credit Bureau or its agents or its clients to ascertain the Applicant's and its Directors and/or Members and/or Principal's total available credit profiles when assessing this application and at any time during the currency of the Applicant's account with the Supplier.
- 3) Disclose the existence and the conduct of the Applicant's account with the Supplier, whether still current or not, to any Credit Bureau or other credit grantor for publication.

OWNERSHIP CLAUSE

All goods remain the sole and absolute property of the creditor until full payment has been received by the creditor in respect of any such goods supplied to the customer.

INTEREST CLAUSE

The Applicant hereby acknowledges that should any amount not be paid on due date, the full amount owing by the Applicant to the creditor shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due. The applicant shall pay interest on all overdue amounts at a compound rate of 3% per annum above the prime overdraft rate charged by the creditor's bankers to the creditor. The Applicant further agrees that in the event of its default in any respect whatsoever towards the creditor, the creditor shall be entitled to place the Applicant on 'stop supply' without any notice notwithstanding that the Applicant may have placed an order for the supply of goods prior to the stop supply date.

COSTS CLAUSE

In the event of the creditor instructing its attorneys or collection agents to collect any amounts, all legal fees and collection charges and tracing agents' fees as between attorney and client or collection agent and client, shall be born by the Applicant and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.

MAGISTRATE'S JURISDICTION CLAUSE

The Applicant and the surety/ies hereby consent to the jurisdiction of the Magistrate's court for all actions, which may be instituted against one or all for the recovery of any amounts owing to the creditor.

DOMICILIUM CLAUSE

The Applicant chooses the street address, which is furnished on the application form for Credit Facilities as *domicilium citandi ET executandi* for all purposes in respect of the credit facilities. Any change of the said *domicilium* can only be effected by the applicant notifying ("YOUR COMPANY NAME") in writing of another complete street address.

SIGNATURE AMENDMENT

(Name, Surname and ID number of signatory)

I/We hereby declare and acknowledge that I/We are duly authorized to sign any/all documents on behalf of my/our Company. I/We hereby furthered declare that we have read and understand the Standard Terms and conditions of "Your Company Name" and by signing here I /we are bound to the Standard Terms and Conditions.

ESTIMATED CREDIT REQUIRED AMENDMENT

Estimated Credit Required per month: R
The creditor reserves the right to increase or decrease the Applicants credit limit at the creditors sole discretion. The Applicant will be bound to any or all amount/s due to the creditor at any stage of this credit agreement.

CLIENTS CORRECT BUSINESS DETAILS

Please ensure that your full registered company name, registration number, physical address, postal address, contact numbers and Members or Directors are stated on the front of your credit application.

SURETY SHIP CLAUSE

A surety ship should be stated and signed separately on your credit application document.

I/We acknowledge having read the above terms and conditions and without limiting the generality thereof, especially clause 21.6 and agree to be bound by all such terms and conditions.

Full Name: _____

Signature: _____

In my personal capacity and as surety and co-principal debtor in accordance with paragraph 21.6 above and in my capacity as duly authorised representative of the Applicant.

Address: _____

being my chosen *domicilium citandi et executandi*

Date at _____ on the _____ day of _____ 200 _____

As Witnesses:

1. _____ Full Name: _____

2. _____ Full Name: _____