

STRONGBUILD

We Build Strong



APPLICATION FOR CREDIT

Application for Credit Facilities incorporating Surety ship.

PLEASE PRINT CLEARLY!

The Applicant:

Registered name: _____

Registration no: _____

Trading name: _____

Vat Reg no: _____

Postal address: _____ Code: _____

Physical Address: _____

Telephone no: _____

Fax no: _____

EMAIL: _____

ACCOUNTS EMAIL: _____

Person Responsible for payment of account: _____

Tel: _____

Nature of applicant Business (tick as applicable)

Public company _____ Sole Proprietor _____ Private Company _____

Close Corporation _____

Names and addresses / Identity Numbers of Partners / Sole Owners / Directors etc.

1. _____

2. _____

3. _____

Banking Details

Bank: _____ Branch: _____ Code: _____

Acc No: _____

Trade References

1) _____ Tel: _____ Contact: _____
2) _____ Tel: _____ Contact: _____
3) _____ Tel: _____ Contact: _____

Overall credit Limit: R _____

The applicant or its duly authorized agent does hereby apply for credit facilities with the creditor (StrongBuild (PTY) Ltd) and in consideration thereof the applicant (as well as any surety for the applicant whose signature appears below) does hereby irrevocably accept the following terms and conditions in regard to any dealings with the creditor:

- 1) Unless otherwise agreed in writing all amounts due shall be payable within 30 (thirty) days from date of statement regardless on which date the books of the applicant close every month.
- 2) No Settlement Discount can be deducted under any circumstance from payments made on the due date.
- 3) All overdue amounts shall bear interest at 2.5% over the prime overdraft rate charged by the creditor's banker's from time to time, such interest to be reckoned monthly in advance from due date to date of payment.
- 4) Notwithstanding delivery, ownership of goods shall not pass to the applicant until payment therefore has been made.
- 5) In the event of the applicant defaulting in making payment of any amount that has become due and payable without notice to the applicant. Should the creditor institute proceedings against the applicant. The applicant shall be liable for all the Creditors costs incurred, including, but not confined to collection commission.
- 6) The applicant will notify the creditor, in writing within 7 (seven) days of any change of address, ownership or directors of the applicant business.
- 7) Should it be necessary for the creditor to institute legal proceedings for the

recovery of any amount due by the applicant, and then the applicant consents that the Magistrates court shall have the jurisdiction to hear and determine such action.

- 8) I / we also give STRONGBUILD (PTY) LTD the authorization to do the necessary enquiries / credit checks on the above information.
- 9) Payment is to be made by the purchaser into The Following banking account:

STRONGBUILD (PTY) LTD
FNB Thibault Square
Branch Code: 202-509
Cheque Acc : 62559028785

SURETYSHIP

Deed of Surety ship

I, by my signature hereto (which appears below) do, in addition to the above, hereby bind myself in my private capacity as surety for and co-principal debtor in solidum with the applicant in favour of the creditor for the due performance of any obligation of the applicant and for the payment to the creditor by the applicant for any amount which at any time become owing to the creditor by the applicant from whatsoever cause arising. The surety ship shall be a continuing covering guarantee/surety which may only be cancelled in writing by the creditor and then, only provided that all sums then owing by the applicant (whether due or not) to the creditor have been paid in full.

I hereby renounce 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 declare myself to be fully acquainted. I furthermore bind myself irrevocably to all of the terms and condition of clauses 1,2,3,4 and 6 aforesaid. If more than one person has appended his or her signatory hereto, there shall come into existence a separate, distinct and independent contract of surety ship, which is brought into existence by each signatory hereto. If for any reason this surety ship is not binding (for whatever reason) on any one signatory, then the obligation of the remaining signatories shall never the less be and remain of full force and effect. The applicant and I warrant that the information submitted is true and correct in all respects.

SIGNED BY THE APPLICANT OR IT' DULY APPOINTED AGENT/SIGNATORY (AND BY MYSELF IN MY PERSONAL CAPACITY AND AS SURETY) AND HEREBY WARRANTS THAT HE/SHE IS AUTHORISED TO SIGN ON BEHALF OF THE APPLICANT.

SIGNED AT _____ ON _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

SURITIES

1. _____ (SIGNATURE)

2. _____ (SIGNATURE)

WITNESS

1. _____ (SIGNATURE)

2. _____ (SIGNATURE)

PLEASE ATTACH COPIES OF THE FOLLOWING DOCUMENTS WITH THE CREDIT APPLICATION

Please attach copies of the following documents with the credit application:

- Copy of registration document
- Copy of VAT registration document
- BEE certificate is applicable
- Letter from the bank or a copy of a cancelled cheque
- Copy of ID Document CC / PTY LTD / Sole Proprietor