

FABRICATION SERVICES

SPECIALISED FABRICATION AND ENGINEERING
STAINLESS STEEL * MILD STEEL * ALUMINIUM

Tel: (031) 464-8845
Fax: (031) 464-5455

Cell: 084 243 2921
Email: jsdennis@absamail.co.za

Unit 8,
38 Piet Retief Road

Queensmead Industrial Area
P.O. Box 39288
Queensburgh, 4093

Client Credit Application

| | | | | | | | | | | | | | | |
|--|-------------------------------------|--------------------------|------------------------------|---|---------------------------------------|--------------------------|--|--------------------------|---------------------------------------|---|---------------------------------|--------------------------|---------------------------------|--------------------------|
| Type of legal entity: (please tick) | <input type="checkbox"/> (Pty) Ltd: | <input type="checkbox"/> | <input type="checkbox"/> CC: | <input type="checkbox"/> | <input type="checkbox"/> Sole Trader: | <input type="checkbox"/> | <input type="checkbox"/> Public Company: | <input type="checkbox"/> | <input type="checkbox"/> Partnership: | <input type="checkbox"/> | <input type="checkbox"/> Trust: | <input type="checkbox"/> | <input type="checkbox"/> Other: | <input type="checkbox"/> |
| <ul style="list-style-type: none"> Attach certified copy of each of Forms CM 1, 9, 22 and 29, Memorandum and Articles of Association and Shareholders' Agreement; Forms CK1, 2 and 2A, Association Agreement; Partnership Agreement; Trust Deed and Letters of Authority; and any other documents regulating authority, capacity and conduct concerning the Applicant, as the case may be. Certain of the fields below may not be applicable where, for instance, the Purchaser is a natural person. | | | | | | | | | | | | | | |
| Registered/full name of applicant: ("the purchaser") | | | | | | | | | | | | | | |
| Trading name: | | | | | | VAT No.: | | | | (please attach copy of VAT certificate) | | | | |
| Registration/ identity no.: | | | | (please attach copy of Registration/identity) | | | | | | | | | | |
| Postal address: | | | | | | Code: | | | | | | | | |
| Physical address: | | | | | | Code: | | | | | | | | |
| Delivery address: (if differs from physical) | | | | | | Code: | | | | | | | | |
| Telephone number: | | | | Fax number: | | | | | | | | | | |
| Cell number: | | | | Email address: | | | | | | | | | | |
| Date business commenced: | | | | | | Type of business: | | | | | | | | |
| Bank & Branch: | | | | Acc. No: (attach copy of cancelled cheque/bank letter) | | | | Branch code: | | | | | | |
| Name of person handling Payment of this acc.: | | | | | | Email: | | | | | | | | |
| Name of person handling Purchases of this acc.: | | | | | | Email: | | | | | | | | |
| Name & address of auditors: | | | | | | | | | | | | | | |
| Telephone number: | | | | Email: | | | | | | | | | | |

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| Full names: Owners/directors/members/ Partners/trustees ("the individuals") | Share- holders % | Identity number | Home address | | | | |
|---|---------------------|-----------------|--------------|-----|--|----|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Has the Purchaser issued/signed any guarantees or other forms of security in favour of any creditors? | | | | Yes | | No | |
| Have any of the Individuals issued/signed any guarantees or other forms of security in favour of any creditors? | | | | | | | |
| Has the Purchaser/Individuals ceded any book debts or pledged any of its assets to any creditors? | | | | | | | |
| If "Yes" please specify: | | | | | | | |
| | | | | | | | |
| Trade references (supply 4) | Telephone number | Address | Credit limit | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Property owned by the Purchaser

| Stand no. and area: | Address: | Estimated value: | Bond amount: | Bond holder: | Registered owner: |
|---------------------|----------|------------------|--------------|--------------|-------------------|
| | | R | R | | |
| | | R | R | | |

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Credit limit required by applicant:

R

1. I/We, the undersigned, in my/our capacity/(ies) as _____, hereby:
 - 1.1 warrant that, as at the date of signature hereof, the information provided in the agreement is true, correct and up to date in all respects;
 - 1.2 undertake to inform the Seller in writing of any changes to the information contained in the agreement within 15 calendar days of such change (it being agreed that failure to do so will constitute a material breach of the agreement and will entitle the Seller, summarily and without notice, to cancel the agreement);
 - 1.3 warrant that I/We am/are duly authorised by the Purchaser to make this application on its behalf and to bind the Purchaser to the terms and conditions;
 - 1.4 consent to the Seller communicating with me/us/the Purchaser by post or electronically (including email, sms, telephone) for purposes of processing requests for products and services and/or administering the agreement and that the contact persons listed herein have also consented hereto;
 - 1.5 acknowledge and understand that the Seller may use and disclose my/our/the Purchaser's personal information for purposes of –
 - 1.5.1 informing me/the Purchaser of any new product services and product offerings;
 - 1.5.2 administering this agreement;
 - 1.5.3 providing the same –
 - 1.5.3.1 to any credit bureaux for purposes of consumer credit information sharing, fraud prevention and debtor tracing;
 - 1.5.3.2 to any person or entity which acquires the Seller business (or any part thereof); and
 - 1.5.3.3 if and to the extent required by law (including the requirements of statutory authorities);
 - 1.6 authorise the Seller to perform any credit and bank checks as it may deem necessary to assist it in assessing this application. Should the Seller decline this application for any reason whatsoever, it will not be obliged to provide me/us/the Purchaser with reasons thereof;
 - 1.7 on behalf of the Purchaser, accept and agree to be bound by the terms and conditions. Which terms and conditions I/We acknowledge having read and understood. The terms and conditions can be provided upon request.

For and on behalf of the Purchaser:

Full name: _____ Signature: _____

Duly authorised

Signed at: _____ on _____

Full name: _____ Signature: _____

Duly authorised

Signed at: _____ on _____

The above signature constitutes an offer by the Purchaser to the Seller for the purchase of goods from the Seller, which is capable of acceptance or rejection by the Seller and notwithstanding the fact that the Seller may not have signed the agreement, the supply by the Seller of goods in terms of the agreement shall constitute acceptance by the Seller to be bound by the same.

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Deed of Suretyship:

| | | | |
|-------------------------------|--|-------------|--|
| Registered/full name: | | | |
| Registration/identity number: | | | |
| Postal address: | | Code: | |
| Physical address: | | Code: | |
| Telephone number: | | Fax number: | |
| Cell number: | | Email: | |

Details below to be completed by second surety, where applicable:

| | | | |
|-------------------|--|-------------|--|
| Full name: | | | |
| Identity number: | | | |
| Postal address: | | Code: | |
| Physical address: | | Code: | |
| Telephone number: | | Fax number: | |
| Cell number: | | Email: | |

2. I/We, in my/our private and individual capacity/(ies) / for and on behalf of the above-named entity ("the Company") –
 - 2.1 acknowledge having read and understood the provisions of clause 16 of the terms and conditions (continuing covering security).
 - 2.2 acknowledge and understand that the Seller may use and disclose my/our/the company's personal information for purposes of –
 - 2.2.1 administering this agreement;
 - 2.2.2 providing the same –
 - 2.2.2.1 to any credit bureaux for purposes of credit information sharing, fraud prevention and debtor tracing;
 - 2.2.2.2 to any person or entity which acquires the Sellers business (or any part thereof); and
 - 2.2.2.3 if and to the extent required by law (including the requirements of statutory authorities);
 - 2.3 authorise the seller to perform any credit and bank checks;
 - 2.4 by my/our signature hereto do bind myself/ourselves in my/our private and individual capacity/(ies) / the company as surety/(ies) and co-principal debtor(s) in terms of the terms and conditions below:

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2.5 CONTINUING COVERING SURETYSHIP

Any person who append his signature to this agreement, either in his private and individual capacity or for and on behalf of any entity, as surety and co-principal debtor:

- 2.5.1 thereby interposes and binds himself / such entity as surety and co-principal debtor jointly and severally with the Purchaser in favour of the Seller for the due and punctual performance of all obligations from whatsoever cause and howsoever arising for which the Purchaser may in the past or now or from time to time hereafter be obligated to discharge to the Seller and/or the Seller's successors and assigns and whether acquired by the Seller by way of cession or otherwise, and will extend also to the payment of damages whether there be cancellation or not of any relevant agreement;
- 2.5.2 agrees that, in the event of the liquidation, judicial management or sequestration, composition or compromise of the Purchaser, he hereby cedes, assigns, transfers and makes over unto and in favour of the Seller all of his claims and/or his entire loan account (as may be) against the Purchaser until all amount owing by the Purchaser to the Seller (including interest and costs) have been paid in full;
- 2.5.3 hereby renounces the benefits of excussion, division and cession of action, the defences of no reason for obligation, errors of calculation, revision of accounts, no value received and no money paid, the full force, meaning and effect of which such party acknowledges he is fully acquainted;
- 2.5.4 agrees that this Suretyship will be a continuing covering security for any present or future indebtedness owed by the Purchaser to the Seller, and will remain in full force and effect, notwithstanding any fluctuation in or even the temporary extinction of such indebtedness;
- 2.5.5 agrees that this Suretyship will not be withdrawn, revoked or cancelled without the Seller's prior written consent;
- 2.5.6 agrees that any admission made by the Purchaser as to the fact that it is indebted to the Seller or a to the amount of any such indebtedness will be binding on the Surety;
- 2.5.7 agrees that the provision of this agreement will apply to this suretyship, changed where necessary to give hereto; and
- 2.5.8 where more than one person interpose and bind themselves as sureties and co-principal debtors, in addition to doing so jointly and severally with the Purchaser, they do so jointly and severally with one another.

In my/our private and individual capacity(ies)/ for and on behalf of the company as surety(ies) and co-principal debtor(s):

Full name: _____ Signature: _____

Duly authorised

Signed at: _____ on _____

Full name: _____ Signature: _____

Duly authorised

Signed at: _____ on _____