

<b>Account No.</b>	
--------------------	--

### CREDIT APPLICATION

<b>GENERAL INFORMATION</b>					
----------------------------	--	--	--	--	--

FULL REGISTERED COMPANY NAME					
TRADING NAME (IF NOT AS ABOVE)					
OTHER TRADING NAMES IF ANY					
PUBLIC COMPANY		(PTY) COMPANY		CLOSE CORPORATION	
PARTNERSHIP		SOLE OWNERSHIP		OTHER	
DATE OF REGISTRATION/ INCORPORATION/ESTABLISHMENT			REGISTRATION NUMBER		
ISO CERTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO			VAT NUMBER (Attach Clearance Cert.)		
LETTER OF GOOD STANDING MUST BE ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO			INCOME TAX NR		
PHYSICAL ADDRESS (Place where notices are to be served)				POSTAL ADDRESS:	
		CODE			
TELEPHONE NUMBER				FAX NUMBER	
CELLPHONE NUMBER				WEB ADDRESS	

<b>FULL NAMES OF DIRECTORS/MEMBERS/PARTNERS/OWNER</b>					
---	--	--	--	--	--

NAME		NAME		NAME	
ID. No.		ID. No.		ID. No.	
E-MAIL		E-MAIL		E-MAIL	
ADDRESS		ADDRESS		ADDRESS	
NAME		NAME		NAME	
ID. No.		ID. No.		ID. No.	
E-MAIL		E-MAIL		E-MAIL	
ADDRESS		ADDRESS		ADDRESS	

NAME OF AUDITORS		DATE OF APPOINTMENT		TELEPHONE NR	
				FAX NR:	
ARE AUDITED FINANCIAL STATEMENTS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE ATTACH A COPY TO THIS FORM, IF NO, PLEASE SUPPLY REASONS:					





NAME OF ATTORNEYS		DATE OF APPOINTMENT		TELEPHONE NR FAX NR:	
NATURE OF BUSINESS					
PREMISES	<input type="checkbox"/> FACTORY <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> SHOP <input type="checkbox"/> OFFICES <input type="checkbox"/> PRIVATE HOUSE				
ARE PREMISES	<input type="checkbox"/> OWNED BY APPLICANT <input type="checkbox"/> OWNED BY ASSOCIATED COMPANY <input type="checkbox"/> RENTED				
CONTACT IN FINANCE FOR QUERIES			POSITION		

**FINANCE DETAILS**

MAXIMUM CREDIT REQUIRED – PER MONTH	<b>R</b>
PAYMENT TERMS – STRICTLY NETT – 30 DAYS FROM DATE OF MONTHLY STATEMENT	

**TRADE REFERENCES (name & telephone number of four active & current major suppliers)**

	NAME	TELEPHONE NO.	R- VALUE
1.			
2.			
3.			
4.			

**BANKING DETAILS**

BANKERS		ACCOUNT NAME	
ACCOUNT NUMBER		BRANCH CODE	
ACCOUNT TYPE		BRANCH NAME	

**DELIVERY ADDRESS**

TELEPHONE (PURCHASING)	
FACSIMILE (PURCHASING)	
CONTACT NAME (PURCHASING)	
Do you accept partial deliveries?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you accept partial invoicing?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Special Invoicing Requirements	
Multiple Statements	<input type="checkbox"/> YES <input type="checkbox"/> NO

**CONDITIONS OF CREDIT**

- To abide by the General Conditions of Sale of McWade Productions (Pty) Ltd, which I/We acknowledge myself/ourselves to be fully acquainted with.
- To make payment for all purchases within 30 days of the date of the Statement relating thereto. Payment must be in the bank by the last day of the month. All outstanding amounts not received within our credit terms will bear interest at prime bank overdraft rates, plus 2% per month for the total period that said debt is outstanding.
- That the conditions contained herein and in the General Conditions of Sale of McWade Productions (Pty) Ltd, may only be varied in writing by both parties, and shall be the basis of all future contracts between the parties and must be signed by both parties.
- To allow McWade Productions (Pty) Ltd to make credit enquiries on the applicant by contacting various sources such as references, banks, CIPC, ITC and any other information as supplied by the applicant to access any/all Credit Bureaus data bases prior to and or after granting credit; report on the conduct of the account to all Credit Bureaus and any other interested persons who require this information for the purposes of credit assessment.
- The applicant as stated above agrees to bear all legal and other costs incurred by us with regard to the collection of the outstanding debts. Any resulting



court action will take place in the magisterial district of Johannesburg.  
 ▪ We acknowledge that any credit facility may be withdrawn at any time.

**TO BE COMPLETED BY OWNER/PARTNER/DIRECTOR/MEMBER**

I, the undersigned (Full Name) \_\_\_\_\_, hereby certify that I am duly authorised to sign this Credit Application undertaking to Trade and that the above information is true, a copy of which has been handed to me and record that I agree to the terms and conditions set out in Conditions of Credit above and confirm having read the Standard Trading Conditions printed overleaf, which have been specifically brought to my attention and by which I do agree to be bound.

SIGNED \_\_\_\_\_

DESIGNATION \_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY RUBBER STAMP:

**OFFICE USE ONLY**

TRADE REFERENCES CHECKED BY:  
\_\_\_\_\_

CREDIT APPROVED BY:  
\_\_\_\_\_

AMOUNT OF CREDIT APPROVED:  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**STANDARD TERMS AND CONDITIONS OF SALE**

1. **THESE TERMS SUPPLEMENTED BY TERMS ON INVOICE/DELIVERY NOTES**  
The Applicant by his/her/its signature accepts the Creditor's terms and conditions of sale as read with the Creditor's invoices/delivery notes notwithstanding that the Applicant's order/s and invoices and/or terms and conditions of trade incorporates any other terms and/or conditions and the Applicant's said terms are hereby expressly excluded from any agreement of sales concluded or to be concluded or between the Applicant and/or Creditor.
2. **CREDIT FACILITIES**  
The purchase price for the goods shall be paid by the Applicant in cash without deduction or set off direct to the Creditor in accordance with the credit terms extended by the Creditor to the Applicant in accordance with the Credit Application Form, to which these Standard Terms of Sale are annexed, all of which are material terms and conditions to this agreement, and if not paid by the due date, the Applicant shall be liable to pay interest on the amount outstanding at the statutory prescribed rate in accordance with the National Credit Act and per regulation as published in the Government Gazette from time to time, calculated monthly from the date that same became due to the Creditor to the date of payment thereof.
3. **CONDITIONS OF DELIVERY**  
Time shall not be of the essence insofar as an accepted order relates to deliveries, and the Creditor does not guarantee delivery of the goods on any specific date. If the Applicant defers and/or postpones delivery when the Creditor is ready to deliver the goods and/or tenders delivery or if the Creditor at the request of the Applicant shall in respect of any order for goods which are to be delivered at a specific rate over a period, postpone delivery, payments must be made by the Applicant to the Creditor as if the acceptance had not been deferred or delivery had not been postponed, and in addition hereto the Applicant shall be liable for all costs of storage and insurance pertaining thereto.
4. **LIMITATION OF LIABILITY**  
If the Creditor cannot deliver some or all of the goods for any reason beyond the Creditor's control, including and without being limited to lack of instruction/s from the purchaser, stock shortage/s, industrial dispute or breakdown, government action, state of war, riot, civil disturbance or any other act of God, the Creditor may in its sole discretion, cancel the whole or any part of the agreement forthwith. In the event of such cancellation, the Creditor shall not be liable to the Applicant for any loss and/or damage whether in contract or whether in delict, (including without being limited thereto, any loss of profits) thereby caused. The Creditor shall under no circumstances whatsoever be liable to the Applicant for any loss and/or damage [consequential or otherwise] as a result of any act or omission on the Creditor's behalf howsoever arising and the Applicant indemnifies the Creditor against any claim in this regard whatsoever.
5. **RESERVATION OF OWNERSHIP**  
Ownership in and to any goods and/or products sold by the Creditor to the Applicant shall remain vested in the Creditor until the full purchase price in respect thereof has been paid for in full. Until payment in full of the purchase price, ownership under no circumstances whatsoever will pass from the Creditor to the Applicant. Notwithstanding the foregoing, all risk of loss and/or damage in or to any goods and/or damage in or to any goods and/or products sold by the Creditor to the Applicant shall pass to the Applicant after the goods have been loaded onto any vehicle delivering same to the Creditor's premises.
6. **LIMITED WARRANTY**  
The Creditor furnishes with its goods/products its standard guarantee for the same and no other guarantees, warranties or representations of whatsoever nature will be made by the Applicant to the Creditor in respect of such goods/or products in any guarantees, warranties or representations or otherwise not reflected therein whether at common law or otherwise are hereby expressly excluded.
7. **INDEMNITY**  
The Applicant hereby indemnifies the Creditor against all or any claims of whatsoever nature, which may be made against the Creditor by any person/s whomsoever whether in contract and/or delict and whether for loss of profits, damages to person or property, loss of life and/or limb and/or otherwise of whatsoever nature and howsoever arising. This indemnity shall include the payment by the Creditor of legal fees to its attorneys on an attorney and client scale in contesting any such action.
8. **SUSPENSION AND CANCELLATION IN EVENT OF NONPAYMENT**  
Notwithstanding anything herein contained to the contrary, the Creditor shall be entitled to suspend, delay and/or cancel delivery of all or any goods ordered by the Applicant and/or vary the terms and conditions of payment hereof by insisting upon advanced payments for any goods sold and delivered by the Creditor to the Applicant in the event that the Applicant falls into arrears with its account with the Creditor and/or is insolvent and/or is unable to pay any of its debts and/or seeks to effect any compromise with any of its creditors and/or compound any of its debts and/or is placed under an order of sequestration, judicial management and/or liquidation (whether provisional or final) and/or is subject to any resolution passed to enable the Applicant to be wound up and/or dissolved and/or is in breach of any one or more of its obligations to the Creditor in terms of this agreement. No suspension, delay and/or cancellation as a result of any of the foregoing events shall novate or waive any of the other rights which the Creditor may be entitled to in law in terms of this contract or otherwise. The credit facilities awarded to the Applicant in terms hereof may be withdrawn by the Creditor at any stage without notice to the Applicant.
9. **EXCLUSIVITY AND NON-VARIATION**  
The terms and conditions contained in this credit application form and/or standard terms and conditions of trade, shall constitute the entire agreement between the Creditor and the Applicant and no variation, amendment, consensual cancellation or otherwise shall be of any force or effect unless agreed to by both the Applicant and the Creditor in writing and signed by both parties.
10. **NO NOVATION**  
No indulgences, latitude, extension of time or the like granted by the Creditor to the Applicant shall in any way whatsoever constitute a novation or waiver of any rights which the Creditor may have against the Applicant nor may it operate as an estoppel against the Creditor.
11. **SOUTH AFRICA LAWS APPLICABLE**  
This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
12. **CERTIFICATE OF INDEBTEDNESS**  
The Applicant confirms that a certificate signed by the Credit Manager or any Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be sufficient proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purpose of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owed and/or due and/or payable.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

\_\_\_\_\_  
APPLICANT Full name Identity number of applicant Position Held

As Witness:

1. .... 2. ....

Full name: ..... Full name: .....



**Addendum A Deed of Suretyship**

The undersigned:

Director/Partner/Proprietor/Member ( <i>Delete not applicable</i> )	Identification numbers

*Do hereby bind myself/ourselves jointly and severally unto one in favour of McWade Productions (Pty) Ltd (hereby referred to as the "Credit Grantor") as sureties and co-principle debtor/s in solidum with*

--

(hereinafter referred to as the "Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditor's from any cause of indebtedness howsoever arising and for the fulfillment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proven), as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be prima facie proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select <i>Domicilium et Executandi</i> (place where notices are to served)as

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

I/We agree to pay interest on all overdue accounts at the rate allowed in terms of the National Credit Act from date of statement. I/We also agree that a certificate issued by a director of your company, or MC van Dyk and Associates setting out the applicable rate and amount of interest, as also verifying any amounts owing by me/us, shall be good and sufficient proof of the content thereof for all purposes, including any application for judgement or summary judgement in any competent court or in respect of any collection charges by our appointed representative.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor on completion with the Creditor/s. No extension of time, indulgence or waiver afforded by the Creditor/s to the Principal Debtor, nor any other arrangement between them shall be prejudice or have affected the Creditor/s right against me/us.

This done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

<b>Authorised signature</b>	<b>Print name</b>
	<b>Identification number</b>

<b>Witness signature</b>	<b>Print name</b>
	<b>Identification number</b>

