

APPLICATION FOR CREDIT FACILITIES

WITH

TRAGAR LOGISTICS CC

CORPORATION REGISTRATION No: 2000/053057/23

(hereinafter referred to as "The Supplier")

- Please note that this application form must be completed, signed and returned together with all the forms and documents required here in full before the application will be evaluated, and prior to any services being rendered by the Supplier.
- Please complete and email back to accounts department together with all required documents listed on page 2 to accounts@tragar.co.za
- A Financial Declaration is attached for completion and signature.
- Note a Deed of Suretyship will be required and is attached hereto for completion.
- The Supplier's Standard Terms and Condition are attached hereto and are required to be initialled on each page and sent back to the Supplier together with the application.

ORIGINAL DOCUMENT TO BE DELIVERED TO THE SUPPLIER.

FOR OFFICE USE ONLY.

NAME OF APPLICANT: _____

DATE APPROVED: _____

TERMS: _____

CREDIT LIMIT: _____

ACCOUNT NO: _____

APPROVED BY: _____

SURETEYSHIP SIGNED: _____

DOCUMENTATION SIGNED: _____

DOCUMENTATION ATTACHED: _____

THE APPLICANT

Registered Entity Name: _____

(hereinafter referred to as "The Applicant")

Trading name: _____

Name of holding company: _____

Subsidiaries/associate Co's: _____

Entity Registration no: _____

Date established: _____

Vat Registration no: _____

Income Tax no: _____

Form of business (mark with "X"): Sole Proprietor _____

Partnership _____
Close Corporation _____
Company _____
Association _____
Trust _____
Other _____

Postal address: _____

_____ Code: _____

Physical address: _____

_____ Code: _____

Email address: _____

Tel no: _____

Fax no: _____

Accounts person: _____

BANKING DETAILS

Bank: _____

Branch name: _____

Account no: _____

Branch code: _____

ATTACH A COPY OF A CANCELLED CHEQUE/BANK ISSUED LETTER

CREDIT DETAILS

Credit Amount Required: _____

Expected monthly purchases: _____

Preferred method of payment: _____

TERMS AND CONDITIONS OF CREDIT APPLICATION AND FACILITY

1. I/We the undersigned hereby warrant and agree that the information in this credit application form and in any attachment hereto is true, correct and up to date and undertake to immediately notify the Supplier of any changes to such information in the future.
2. I/We the undersigned hereby declare that I/we are duly authorised to sign this application form on behalf the Applicant as so mentioned in this application for credit facilities.
3. I/We the undersigned hereby agree and consent to the supplier being entitled to:
 - a. Make any reasonable enquiries to any third party to verify and research any details provided by the Applicant on this application form, or any other details in relation thereto.
 - b. Access the files of any Credit Bureau or its agents or its client to ascertain the Applicant's and its director's and/or member's 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.
 - c. 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.
4. The Applicant hereby chooses as its *domicilium citandi et executandi* for all purposes in connection with or arising out of its Agreement with the Supplier, the physical address as stated on page 2 of this form marked "APPLICATION FOR CREDIT FACILITIES".

5. Should it become necessary for the Supplier to institute legal proceedings against the Applicant for any reason whatsoever, the Applicant agrees to the jurisdiction of any Magistrate's Court of the Supplier's choice, regardless of the geographical location of the Supplier or the Applicant or place of business and or deliveries done and regardless the value of the matter. This agreement shall serve as the required written consent confirming the jurisdiction of such court.
6. In the event of the Applicant breaching any of its obligations and/or failing to make timeous payment of any amount due to the Supplier, the Applicant agrees to pay, and shall be liable to pay, all legal-, collection- and tracing costs incurred by the Supplier on an attorney, or collection agent or tracing agent/and own client scale, as well as interest as specified in the **"STANDARD TERMS AND CONDITIONS" of the Supplier attached hereto, and which the Applicant has read and understood and agreed to.**
7. I/We undertake to pay any amount rendered within a period of 30 (Thirty) days reckoned from date of statement on which the credit was granted, without any deductions whatsoever.
8. Should I/we fail to pay the amount due within a period of 30 (Thirty) days from date of statement, I/we agree to pay interest on the overdue amount at a rate of 5% (Five Percent) per month from the date after the payment was due.

Liability for loss of damage:

9. The Company may be held liable for a maximum liability of R50.00 per consignment for a total loss or damage to the consignment, provided the goods are adequately packed. This liability excludes livestock, perishable goods, goods of a dangerous nature, fragile goods (goods containing glass on anything easily breakable), marketable securities or any other documents representing money or negotiable instruments.
10. Quoted prices exclude insurance and an insurance quotation will only be provided upon request by the Applicant.

Dated and signed at _____ on this _____
day of _____ 20____.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF THE APPLICANT

Name: _____

Signature: _____

Capacity: _____

Signature of witness: _____

Witness name: _____

Accountant's name: _____

Email address: _____

Tel no: _____

Dispatch contact: _____

Email address: _____

Tel no: _____

Operations contact: _____

Email address: _____

Tel no: _____

TRADE REFERENCES

Company: _____

Contact name: _____

Tel no: _____

Credit limit: _____

Remarks: _____

Company: _____
Contact name: _____
Tel no: _____
Credit limit: _____
Remarks: _____

Company: _____
Contact name: _____
Tel no: _____
Credit limit: _____
Remarks: _____

| |
|----------------|
| GENERAL |
|----------------|

Nature of business: _____

| | | | | | |
|---------------------------|--------|-----|-----|----|-----|
| Premises (mark with "X"): | Owned | YES | ___ | NO | ___ |
| | Leased | YES | ___ | NO | ___ |

Landlord: _____

Landlord's tel no: _____

How long at present address: _____

Previous address if less than 2 years: _____

PRINCIPAL DETAILS

ALL Shareholders/Directors/Members/Sole-Proprietors/Trustees

Full name: _____

Surname: _____

ID number: _____

Capacity: _____

Shareholding %: _____

Home address: _____

Cell number: _____

Email address: _____

Signature: _____

Date: _____

Full name: _____

Surname: _____

ID number: _____

Capacity: _____

Shareholding %: _____

Home address: _____

Cell number: _____

Email address: _____

Signature: _____

Date: _____

Full name: _____

Surname: _____

ID number: _____

Capacity: _____

| |
|---------------------------|
| DEED OF SURETYSHIP |
|---------------------------|

1. I/We, by my/our signature hereto, which appears below, do hereby bind myself/ourselves in my/our private and individual capacity as surety for, and co-principal debtor in *solidum* with the Applicant in favour of the Supplier for the due performance of any obligation of the Applicant and for the payment to the Supplier by the Applicant of any amounts which may at any time become owing to the Supplier by the Applicant from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against the Applicant acquired by way of cession.
2. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled in writing by the Supplier and then only, provided that all sums then owing by the Applicant (whether due or not) to the Supplier have been paid in full.
3. In the event of any liquidation, judicial management or sequestration of the debtor I/we bind myself/ourselves not to file any claim against the debtor in competition with the creditor. Further, in the event of any composition or compromise by the debtor, whether in terms of the company law or insolvency law, or under common law, I/we also undertake not to file any claim against the debtor in competition with the creditor.
4. I/We hereby agree that notwithstanding any part payment by me/us or on my/our behalf, I/we shall have no rights to any cession of action in respect of such part payment and shall not be entitled to take any action against the debtor or against any other surety for the debtor in respect thereof unless and until the indebtedness of the debtor to the creditor shall have been discharged in full.
5. For the purpose of any action against me/us hereunder, for provisional sentence or otherwise, a certificate by the creditor's account as to the amount owing by the debtor and to the effect that the due date of payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

6. I/We hereby renounce the benefits of the legal exceptions “*Ordinis Seu Excussionis et Divisionis*” and “Cession of action” with the force, meaning and effect of which I/we declare myself/ourselves to be fully acquainted with.
7. I/We consent in terms of Section 45 of the Magistrates Court Act 32 of 1944, that any Magistrate’s court having territorial jurisdiction over me within the Republic of South Africa, shall have jurisdiction in respect of all proceedings under this Suretyship, although the subject matter or cause of action would otherwise be beyond such Court’s jurisdiction.
8. In the event of the creditor incurring any legal costs in their endeavour to enforce their rights against me/us and/or principal debtor in terms of this Suretyship agreement, I/we will be liable for such legal costs calculated on an Attorney and own client scale, inclusive of collection commission and tracing fees.
9. I/We furthermore bind myself/ourselves irrevocably to the Terms and Conditions of clauses 1 to 9 above as well as to the relevant “Standard Conditions of Agreement” of the Supplier as well as the SAAFF trading terms and conditions, attached hereto and signed by me/us.

Dated and signed at _____ on this
_____ day of _____ 20_____.

FULL NAME: _____ SIGNATURE: _____

CAPACITY: _____ WITNESS: _____

FULL NAME: _____ SIGNATURE: _____

CAPACITY: _____ WITNESS: _____

FULL NAME: _____ SIGNATURE: _____

CAPACITY: _____ WITNESS: _____