

ALL4ONE



TRANSPORT

Credit Application Form

1.
 - 1.1 Registered Name Of Applicant :
 -
 - 1.2 Trading as :
 - 1.3 Registration Number :
 - 1.4 Type of Entity (Tick appropriate block)
Private Company Closed Corporation
Partnership Sole Proprietor
2. Postal Address :
-
- Street Address :
-
- Telephone : Code :
- Telefax : Code :
- E-Mail :
3. Nature of Business :
4. Date Commenced / Incorporated :
5. Name of Auditors :
6. Name and contact number of person responsible for Accounts:
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7. VAT - Number :
8. Associated and/or subsidiary companies/concerns :
-
9. Trade References :
- Company 1:
- Contact Person:Tel No:
- Company 2:
- Contact Person:Tel No:
- Company 3:
- Contact Person:Tel No:

TERMS AND CONDITIONS :

1. By its signature hereto, the Applicant hereby applies for credit facilities in consideration whereof the Applicant hereby agrees to be bound by the Creditor's Standard Terms and Conditions of trade, details of which appear below and in the remaining pages of this application form.
2. The Applicant confirms that a certificate signed by any Director / Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be prima facie proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgement of otherwise), proof of the debt on insolvency of for any other 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 owing and/or due and/or payable.
3. The amounts not paid on due date (**30 days from date of statement**) shall bear interest, calculated and compounded monthly in arrears at 2% above the prime bank interest rate determined from time to time by the Creditor's bankers in respect of overdraft facilities. Any changes to the aforesaid prime rate shall result in the interest charged in terms hereof being altered on the first day of the month following such change.
4. The Applicant hereby consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Applicant for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood that the Creditor shall be entitled and not obliged to bring any action in any other competent court which has jurisdiction over the Applicant. In the event of any action being instituted by the Creditor against the Applicant for any reason or for any amount due in terms hereof and being successful with such action the Applicant hereby agrees to pay the Creditor's

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attorneys legal fees on the scale as between attorney and own client, including collection commission, tracing fees and the like.

5. The Applicant agrees to notify the Creditor in writing within 7 (seven) days of any change in ownership of its business or should it be a Company or a Close Corporation, of any share transaction or members' sale where shareholding of members interest is transferred.
6. The Applicant undertakes to notify the Creditor in writing of any change of address or principal place of business and/or registered office, where applicable. The Applicant chooses as its "*domicilium citandi et executandi*" for the purposes of the service of all letters, notices, accounts, summonses and the like at the physical address being the principal place of business afore-referred to.
7. The Applicant agrees that it shall be estopped from denying the validity of a reservation and that the person in its employ who made the reservation did not have the authority to make such a reservation.
8. 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 or for any reason whatsoever.

I, the undersigned, warrant that I am duly authorised by the Applicant to bind the Applicant to these terms and conditions of sale, which terms and conditions of sale I acknowledge having read.

FULL NAME:

SIGNATURE:

Designation :

DATED ATon the day of20.....

AS WITNESSES:

1.

FULL NAME:

2.

FULL NAME:

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