



AROC LOGISTICS (PTY) LTD

(Herein-after referred to as "the Creditor")

APPLICATION FOR CREDIT FACILITIES

PARTICULARS OF APPLICANT: (Herein-after referred to as "the Debtor")

TYPE OF PERSON: (Mark with an "X")

Individual	Sole Proprietor	Partnership	Company	Close Corporation	Trust
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Name of Applicant: _____

Trade Name: _____

Registration no./ID no: _____

VAT-number: _____

Physical Address: _____

Postal Address: _____

Telephone: Work: _____ Fax: _____

Home: _____ E-mail: _____

Cell: _____

Bank: _____ Branch: _____ Tel.no: _____

Acc no: _____ Branch code: _____

Bookkeeper / Auditor: _____ Tel: _____

PARTICULARS OF PARTNERS/ MEMBERS/ DIRECTORS/ SHAREHOLDERS/ TRUSTEES:

Full Name and Surname	ID no.	Address
1.		
2.		
3.		

TRADE REFERENCES/ CREDIT REFERENCES:

Name	Telephone	Address
1.		
2.		
3.		
4.		

UNDERTAKINGS BY DEBTOR:

1. I, the undersigned, hereby declare that I am authorised to act on behalf of the Debtor.
2. I hereby declare that the above information is true and correct in every respect.
3. I acknowledge that if credit facilities are granted to the Debtor, they may be withdrawn by the Creditor at any time without notice and without reason.
4. I acknowledge that I am aware that accounts are due within thirty (30) days of statement date and that the Creditor is entitled to charge interest at the maximum rate permissible, in accordance with the National Credit Act no.34 of 2005, from due date of payment.
5. I agree that the signature of any employee on any of the Creditor records shall be binding on the Debtor.
6. The Debtor accepts that this Application and the terms and conditions (attached hereto as "Annexure A"), shall govern the Applicant's relationship with creditor and that any goods sold by the Creditor to the debtor will be sold subject to the terms and conditions set out under the heading "TERMS AND CONDITIONS" hereunder.

signed at On this Day of 20...

Name Designation Signature.....

**Signature on behalf of the Debtor and
as Surety & Co-Principle Debtor**

Annexure A**TERMS AND CONDITIONS APPLICABLE TO CREDIT AGREEMENT**

I/we hereby agree to the following terms and conditions:

1. PAYMENT:

Terms of payment are NET and shall apply to a portion as well as the whole of the deliveries made in respect of any order. Payment must be made within thirty (30) days of statement. Interest will be charged at the maximum rate permissible in accordance with the National Credit Act 34 of 2005. If the credit limit is exceeded, immediate payment is required before any further purchases.

2. DELIVERY:

The Company will, as far as it is practically possible, strive to meet the Consumer's requested date of delivery, but will not accept any responsibility and/or liability for late or non-delivery.

3. QUANTITY:

The Company will deliver quantities as close as possible to any order.

4. TRANSPORTATION:

Deliveries affected by road will be the Company's risk and risk will pass to the Customer once the vehicle is parked at the Customer's.

5. PRICE VARIATION:

The price charged, and to be paid, will be those ruling on the date of delivery. The Company will, if possible and practical notify the Customer of any anticipated change in price. The price of closures is subject to alteration without prior notice.

6. PACKING:

Returnable items will attract a deposit, which will be charged and credited in full in good re-useable condition (at the Company's sole discretion).

7. CLAIMS:

All goods supplied are manufactured according to the Company's standard manufacturer's procedures and techniques, utilizing standard raw materials. No claims shall be recognized by the Company unless lodged within 7 (seven) days after receipt of goods. If goods are damaged at time of delivery the Customer shall advise the Company's office within twenty-four (24) hours of delivery. No guarantee or warrantee regarding supply or quantity is given or implied. The Company's liability will be limited to replacement of defective goods on proven non-compliance with the accepted specification. Under no circumstances shall the Company be liable for any consequential loss or damage howsoever arising. The Customer shall have no claim for short delivery unless the quantity for short delivery is endorsed on all copies of a delivery note presented for signature.

8. FORCE MAJEURE:

While the Company will use every endeavour to execute in accordance with the terms and conditions thereof, it will not be responsible for delays of non-deliveries due to shortage of raw materials, breakdown of plant, machinery or transport, strikes, riots, floods, insurrections, or other circumstances over which it has no direct control.

9. PART DELIVERIES:

In the event of it having been agreed that the relevant goods sold by the Company to the Customer are subject to multiple deliveries, these will be invoiced in accordance to each part delivery. The Customer shall be liable to pay the purchase price in respect of each such consignment on due date.

10. OWNERSHIP:

Ownership in all goods sold by the Company to the Customer shall remain vested in the Company until the full purchase price and VAT payable in respect thereof have been paid. Delivery of goods not paid for merely means the delivery of possession in respect thereof to the Customer. Accordingly, notwithstanding delivery of goods sold by the Company to the Customer, ownership thereof shall only transfer to the Customer once the purchase price thereof and VAT payable have been paid in full. The Company will allow the Customer possession and the use of goods delivered but not yet paid for. However in the event that the Customer fails to pay the purchase price thereof in thirty (30) days of statement the Customer will immediately on demand of the Company deliver such goods and its costs to the Company and furthermore in such event grants the Company unconditional access to the goods to enable the Company, in the event that the Customer fails to return the goods, to take possession of and remove the goods and to take such goods to a place of Company's choice. The costs incurred by such removal will be for the Customer's account.

Risk of damage or loss is for the party in possession, irrespective of ownership.

11. DOMICILIUM:

The Customer undertakes to inform the Company in writing, by prepaid registered post within seven (7) days of any change in address. The Customer hereby elects their *domicilium citandi et executandi* for all purposes arising out of this Agreement at the delivery address recorded hereunder as the address at which all invoices, documents, and legal processes may be served.

Address:

12. JURISDICTION

The Customer hereby consents to jurisdiction of the Magistrates Court in respect of any matter of claim arising from the sale, notwithstanding that the values of such claim may otherwise be beyond the jurisdiction of the court, provided that this provision shall not preclude the Company at its sole discretion, from instituting any action in the High Court or any other court with competent jurisdiction. In the event of the Company having to resort to litigation, the Customer agrees to pay all legal expenses incurred by the Company as between Attorney and client scale, including all collection commission and tracing fees.

Signed at On this Day of 20...

Signature:

DEED OF SURETYSHP

in favour of

I / we the undersigned,

1.

ID NUMBER:

AND

2.

ID NUMBER:

AND

(Hereinafter called "the Surety/ies")

do hereby bind myself / ourselves, jointly and severally, unto and in favour of

..... **(PERSON OR COMPANY NAME)**

Id/Reg no.

(Hereinafter called "the Creditor")

as surety/ies in solidum for and co-principle debtor/s with

..... **(PERSON OR COMPANY NAME)**

Id/Reg no.

(Hereinafter called "the Debtor")

for due and punctual payment by the Debtor of all monies which the Debtor may now or from time-to-time hereafter for any reason whatsoever owe to the Creditor.

1. In the event of the Creditor or the business of the Creditor being sold for whatever reason or the business of the Creditor and the surety hereby consent to the cession of all the rights of the Creditor to the new owner.
2. I / we agree that, should the terms hereof be called upon through legal process, I / we shall be liable for the legal fees on an Attorney-own client scale.
3. I / we hereby renounce the benefits of excusum and division with the full force and effect of which I am / we are acquainted.

4. I / we agree and declare that this suretyship shall remain in force as a continuing security notwithstanding any intermediate settlement of accounts and notwithstanding my / our legal disability. Any notice of termination by my / our liquidator shall not affect my / our liability hereunder for, and I / we shall remain fully liable in respect of any sum or sums due.
5. In terms of Section 45 of the Magistrates Act 1944 (as amended) I / we hereby consent to the jurisdiction of the Magistrates Court having jurisdiction over my / our person in respect of any action to be instituted against me / us by the Creditor in terms hereof.
6. I / we hereby choose domicilium citandi et executandi for all purposes hereunder at:

.....
.....
.....
.....

THIS DONE and SIGNED at on the day of 20.... in the presence of the following competent witnesses.

Witnesses:

Signed by:

1.	1.
2.	2.

Surety/ies