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APPLICATION FOR 30 DAY CREDIT FACILITY

1	NAME OF APPLICANT:						
2	TRADING AS:						
3	PREVIOUSLY TRADED AS:						
4	LEGAL ENTITY:	COMPANY	CLOSE CORPORATION	PARTNERSHIP	SOLE TRADER		
5	REGISTRATION NUMBER:				VAT NO:		
6	POSTAL ADDRESS:					CODE:	
7	PHYSICAL ADDRESS:					CODE:	
8	BUSINESS PREMISIS:	RENTED		OWNED			
9	IF RENTED, STATE FULL DETAILS OF LANDLORD:						
10	REGISTERED ADDRESS:					CODE:	
11	DATE OF ESTABLISHMENT:						
12	NATURE OF BUSINESS:						
13	EXPECTED VALUE OF MONTHLY PURCHASES:						
14	TELEPHONE NUMBER:				FAX NO:		
15	BUYER'S NAME:				TEL NO:		
	E-MAIL ADDRESS:				FAX NO:		
16	AUDITORS NAME:				TEL NO:		
17	BANK NAME:			BRANCH NAME:			
	BRANCH CODE:		ACCOUNT NO:			YEAR OPENED:	
18	METHOD OF PAYMENT:	EFT		CHEQUE			
19	NAME OF PERSON RESPONSIBLE FOR ACCOUNT/PAYMENTS				TEL NO:		
	E-MAIL ADDRESS:				FAX NO:		
20	DETAILS OF DIRECTORS/MEMBERS/PARTNERS/OWNERS						
i	NAME:			ADDRESS:			
	ID:			CELL NO:			

DIRECTORS: A. POTGIETER; E. POTGIETER; Y. VAN WYK

ii	NAME:		ADDRESS:			
	ID:		CELL NO:			
iii	NAME:		ADDRESS:			
	ID:		CELL NO:			
21	DETAILS OF TRADE REFERENCES (SIMILAR BUSINESS, ACCOUNT OPEN>12 MONTHS)					
	NAME OF BUSINESS	CONTACT NAME	TEL NO:	NATURE OF BUSINESS:	YEARS ACCOUNT OPEN	MONTHLY PURCHASES
i						
ii						
iii						
iv						
v						
vi						
22	ADDITIONAL INFORMATION/AFFILIATED COMPANIES:					

TERMS AND CONDITIONS OF ACCOUNT

- 1) The APPLICANT hereby acknowledges and agree that:
 - a. Turbo Fasteners (the COMPANY) may carry out a credit check with any licensed Credit Agency, which will retain a record of that search.
 - b. The existence of this account may be recorded with a Credit Agency, and details of how the account is conducted may be recorded and shared with other lenders for the purpose of assessing further applications for credit by the APPLICANT and members of the APPLICANT's household, and for occasional debt tracing and fraud prevention.
- 2) The standard conditions of sale of the COMPANY shall form the basis of all transactions between the APPLICANT and the COMPANY. Included in these conditions are the following:
 - a. All goods purchased by the APPLICANT will be paid for in South African currency at the COMPANY'S branch, or to the credit of the COMPANY'S banking account, no later than 30 days from the date of the COMPANY'S statement on which the invoice first appears.
 - b. Ownership in the goods and equipment sold in terms of this contract shall, notwithstanding delivery to the APPLICANT, remain in the seller until the APPLICANT has effected payment of the purchase price and complied with all its obligations in terms of the contract.
 - c. The COMPANY shall be entitled, but not obligated, to instituted and proceedings arising out of or in connection with this contract in the Magistrate's Court having jurisdiction over the person of the APPLICANT, notwithstanding the fact that its claim may otherwise exceed the jurisdiction of the said Court. For cross border transactions the COMPANY and the APPLICANT agree to instituted proceedings in the Magistrate's Court having jurisdiction over geographical area in which the selling branch of the COMPANY is domicile and this contract shall be interpreted in accordance with the law of the Republic of South Africa.
 - d. The APPLICANT shall be liable for all legal fees and disbursements on the Attorney and Client scale, including collection charges, tracing costs, etc., pertaining to the recovery of any amount owing to the COMPANY on any overdue account.
 - e. Goods returned will not be accepted for credit unless previously arranged with the COMPANY, who reserves the right to charge a handling fee of a minimum 20% depending on what the cost of return is to the supplier. The original invoice of the COMPANY must be quoted.
 - f. These terms of credit are strictly 30 days, from date of statement, there is no settlement discount allowed.
 - g. Consent to the jurisdiction of the Magistrate's court in terms of the provision of Section 45 of the Magistrate's Court Act 32 of 1994 as amended for the determination of any claim, which the company may at any time have against the APPLICANT, even though the amount of the claim exceeds the jurisdiction of the court. It shall, nonetheless, be in the discretion of the COMPANY to institute action either in the Magistrate's Court in terms on the consent aforesaid or in the Higher court of South Africa having Jurisdictions.

I/We hereby make application for credit facilities with the COMPANY, and declare that:

- a) The information supplied above is true and correct,
- b) I/We are authorized to sign this application and
- c) I/We accept the terms and conditions of account.

SIGNATURE

NAME

SIGNATORY CAPACITY

DATE

WITNESS SIGNATURE

WITNESS NAME

**The above to be signed by duly authorized signatory, if not attach copy of resolution to validate authority*

DEED OF SURETYSHIP

I, the undersigned, (full names) _____
do hereby bind myself jointly and severally as Surety and Co-Principle Debtor in solidum with
(name of business) _____
(hereinafter referred to as the DEBTOR) for the due payment of each and every amount which may now or in future
become owing by
the DEBTOR to Turbo Fasteners (Pty)Ltd (hereinafter referred to as the CREDITOR).

This Suretyship shall be a continuing and standing one and shall be on the following terms and conditions:

- 1) The CREDITOR shall be at liberty, at its sole and absolute discretion, without my prior knowledge or consent, and without releasing me from my liability hereunder:
 - a. To institute such proceedings or take such steps as it may deem fit against the DEBTOR;
 - b. To compromise with or make other arrangements with the DEBTOR;
 - c. To grant any leniency, indulge or extension of time to the DEBTOR or vary any agreement, undertaking and/or arrangement with the DEBTOR in any manner whatsoever;
 - d. To enter into agreements of cancellation with the DEBTOR in respect of any existing or future arrangement and/or to enter into new arrangements and/or to substitute new purchasers for the DEBTOR;
 - e. To cede, assign and transfer and of its right, title and interest in any or all of its claims against the DEBTOR which are now in existence in its own discretion, and on such cession my liability shall continue in favour of the Cessionary/Cessionaries for both the existing liability at the date of cession and also in respect of any future liability incurred by the DEBTOR with the Cessionary/Cessionaries arising from any cause whatsoever.
- 2) In any or all of the events described above, my liability shall be co-extensive with that of the DEBTOR.
- 3) In giving this Suretyship, I voluntarily waive, renounce and abandon the benefits of excussion, division, cession of action, errore calculi, non numeratae pecuniae, revision of accounts de doubus vel pluribus reis debendi, and I declare that I understand the force meaning and effect thereof.
- 4) It is agreed that all admissions or acknowledgements of indebtedness by the DEBTOR shall be binding me.
- 5) This Deed of Suretyship shall not be cancelled without the written consent of the CREDITOR.
- 6) I hereby agree and consent that the CREDITOR shall be entitled, at its option, to institute any legal proceedings which may arise out of or in connection with this Suretyship in any Magistrate's Court having jurisdiction over my person, notwithstanding that the amount of the claim/s or causes of action might exceed such jurisdiction.
- 7) A certificate signed by any one of the Directors for the time being of the CREDITOR, setting out the amount of my indebtedness hereunder shall be sufficient and conclusive evidence of my indebtedness to the CREDITOR.
- 8) I choose domicilium citandi et executandi at:
(street address) _____
Or at such other place in the Republic of South Africa as I may from time to time in writing specify.

SIGNED AT

ON

SURETY SIGNATURE 1:

ID NO:

SURETY SIGNATURE 2:

ID NO:

SURETY SIGNATURE 3:

ID NO:

SURETY SIGNATURE 4:

ID NO:

WITNESS SIGNATURE (1)

WITNESS SIGNATURE (2)

IN ORDER FOR THE CREDIT APPLICATION TO QUALIFY, THE FOLLOWING MUST

- Inclusion of the company's registration documents
- Inclusion of copies of ID's of all directors/members/shareholders/partners
- Cancelled cheque
- Signature of Deed of Surety
- Initial of all pages
- Original application needs to be returned to Turbo Fasteners (Pty) Ltd

APPLICANT'S COMPANY STAMP

