

SCRIBANTE CONCRETE

(Reg. Nr. 1999/005170/07)

P O BOX 2179
North End
6056

TELEPHONE 041 – 406 9500
FAX 041 – 406 7901

56 Uitenhage Road
Sydenham
Port Elizabeth

CREDIT APPLICATION

Name of Applicant _____

Registration number of company, close corporation or trust submitting this application:

Trading name of applicant _____

Classification /type of trade or business _____

LEGAL FORM

PUBLIC COMPANY

PRIVATE COMPANY

TRUST

OF PURCHASER PARTNERSHIP

SOLE PROPRIETORSHIP

CLOSE CORPORATION

IF THE APPLICANT IS A COMPANY, TRUST, CLOSE CORPORATION OR PARTNERSHIP, a resolution of the directors, trustees, members or partners, as the case may be, must be submitted with the application, in which resolution the Applicant resolves to apply to SCRIBANTE CONCRETE for credit, and authorises the person executing this application on behalf of the Applicant, to do so.

WHERE THE APPLICANT IS A COMPANY, TRUST, CLOSE CORPORATION OR MEMBER, the full details of each Director, Trustee, Member or Partner, as the case may be, including his or her names, their Identity Number, their residential address, the details of their marital regime (whether community of property or ANC) and, where married, the full names and Identity Numbers of their spouses, must be provided.

DELIVERY ADDRESS: _____

REGISTERED ADDRESS: _____

POSTALADDRESS _____

CODE: _____

TELEPHONE NUMBER: _____ TELEFAX NUMBER: _____

EMAIL ADDRESS _____ CELL NO: _____

CLIENT CONTACTS: MANAGING DIRECTOR/MANAGING PARTNER/TRUSTEE/MANAGING MEMBER: _____

MANAGER OF BUSINESS _____

BUYER _____

CREDITOR'S CLERK: _____

BANK: _____ BRANCH _____ ACCOUNT NUMBER: _____

AUDITOR/ACCOUNTING OFFICER/ACCOUNTANT: _____

CONTACT PERSON _____

ESTIMATED ANNUAL PURCHASES: R: _____

CREDIT LIMIT APPLIED FOR: R: _____

DOES THE APPLICANT OWN ITS TRADING PREMISES: YES: _____

NO: _____

IF YES: STREET ADDRESS: _____

ERF NUMBER: _____

BONDHOLDER: _____

AMOUNT OF BOND: _____

HOW LONG HAS THE BUSINESS BEEN IN OPERATION _____

VAT REGISTRATION NUMBER: _____

(PLEASE ATTACH A COPY OF THE VAT CERTIFICATE)

PLEASE SUPPLY THREE TRADE REFERENCES:

REFERENCE	ADDRESS	CONTACT PERSON	TELEPHONE

HAS THE APPLICANT EVER BEEN LIQUIDATED OR SEQUESTERED YES _____ NO _____

IF "YES", SUPPLY DATE OF REHABILITATION:

HAVE ANY CIVIL JUDGMENTS BEEN TAKEN AGAINST THE APPLICANT DURING THE PAST 2 YEARS
YES _____ NO _____

IF "YES" PLEASE SUPPLY THE FOLLOWING INFORMATION:

1. NAME OF CREDITOR: _____
2. ATTORNEY DEALING WITH MATTER: _____
3. TELEPHONE NUMBER OF ATTORNEY DEALING WITH MATTER: _____

HOW MATTER RESOLVED: _____

STANDARD CONDITIONS OF TRADING

1. CREDIT FACILITIES GRANTED BY THE SELLER TO THE PURCHASER SHALL BE IN THE SOLE DISCRETION OF THE SELLER, WHICH MAY AT ANY TIME TERMINATE, CURTAIL OR VARY FACILITIES IN RESPECT OF ANY GOODS NOT YET DELIVERED.
2. THE CREDIT LIMIT TO BE AFFORDED TO THE PURCHASER SHALL BE ADVISED IN WRITING, FROM TIME TO TIME, AND SHALL BE SET IN THE SOLE DISCRETION OF THE SELLER.
3. SHOULD THE PURCHASER EXCEED ITS CREDIT LIMIT, IT WILL BE DEEMED TO HAVE BREACHED THESE CONDITIONS OF TRADING.
4. THE PURCHASE PRICE OF ANY GOODS PURCHASED SHALL BE PAYABLE TO THE SELLER WITHOUT SET-OFF OR DEDUCTION SUBJECT TO THE TERMS HEREOF, WITHIN 30 DAYS OF THE DATE OF THE STATEMENT UPON WHICH EACH PURCHASE IS REFLECTED FOR THE FIRST TIME.
5. IN THE EVENT OF THE PURCHASER FAILING TO MAKE PAYMENT ON DUE DATE OF ANY AMOUNT, ALL AMOUNTS IN RESPECT OF PURCHASES BY IT, WHETHER THEN DUE OR NOT, SHALL BECOME IMMEDIATELY DUE AND PAYABLE.
6. SHOULD THE SELLER AT ANY TIME, IN ITS SOLE DISCRETION, CONSIDER THERE TO BE A LIKELIHOOD THAT THE PURCHASER WILL BE UNABLE TO MAKE PAYMENT TO IT IN RESPECT OF ANY PURCHASES, THE SELLER WILL BE ENTITLED TO CLAIM ALL AMOUNTS DUE IN RESPECT OF PURCHASES BY THE PURCHASER, WHETHER THEN CLAIMABLE IN TERMS OF THESE PROVISIONS OR NOT.
7. THE PURCHASER SHALL NOT BE ENTITLED TO RETURN ANY GOODS PURCHASED BY IT FROM THE SELLER IN LIEU OF PAYMENT FOR ANY DEBT DUE TO THE SELLER.
8. DELIVERY TO THE PURCHASER SHALL BE DEEMED TO HAVE TAKEN PLACE AT THE SELLER'S PREMISES, AS SOON AS THE GOODS LEAVE THOSE PREMISES REGARDLESS OF THE MANNER IN WHICH, OR BY WHOM, THEY ARE CONVEYED, AND THE RISK IN THE GOODS WILL PASS UPON DELIVERY. THE TERMS HEREOF WILL APPLY EVEN IF THE GOODS ARE CONVEYED FROM THE SELLER'S PREMISES TO THE PURCHASER, BY THE SELLER.
9. A CERTIFICATE PURPORTING TO BE SIGNED BY ANY MEMBER OR ACCOUNTANT OF THE SELLER, SETTING FORTH THE AMOUNT OF THE PURCHASER'S INDEBTEDNESS, AND THE INTEREST RATE APPLICABLE THERETO, SHALL ON ITS MERE PRESENTATION, AND WITHOUT FORMAL PROOF, BE BINDING ON THE PURCHASER AND SHALL CONSTITUTE PRIMA FACIE PROOF OF THE MATTERS DEALT WITH THEREIN.
10. ANY AGREED DELIVERY DATE SHALL ONLY BE APPROXIMATE AND THE SELLER WILL INCUR NO LIABILITY TO THE PURCHASER ARISING FROM ANY DELAY IN DELIVERY. IN ADDITION, THE PURCHASER SHALL HAVE NO CLAIM AGAINST THE SELLER OF ANY DELAY IN, OR FAILURE TO SUPPLY ANY GOODS FOR ANY REASON WHATSOEVER.
11. IN THE EVENT THE GOODS RELATING TO ANY PARTICULAR SALE ARE NOT DELIVERED IN ONE CONSIGNMENT, THE SELLER WILL BE ENTITLED TO INVOICE CONSIGNMENTS SEPARATELY, AND THE AMOUNT DUE IN TERMS OF EACH CONSIGNMENT WILL BECOME DUE AND PAYABLE SUBJECT TO THE TERMS HEREOF.
12. SHOULD THE PURCHASER AT ANY TIME BE IN BREACH OF THE PROVISIONS HEREOF, THE SELLER SHALL BE ENTITLED TO WITHHOLD DELIVERY OF ANY GOODS PURCHASED, IN WHICH EVENT THE PURCHASER SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE SELLER FOR DAMAGES.
13. NOTWITHSTANDING DELIVERY, OWNERSHIP OF ALL GOODS SOLD BY THE SELLER TO THE PURCHASER SHALL REMAIN VESTED IN THE SELLER UNTIL THE PURCHASE PRICE THEREOF HAS BEEN PAID IN FULL.
14. NO VARIATION OF ANY OF THE TERMS AND CONDITIONS HEREOF SHALL BE OF ANY FORCE OR EFFECT UNLESS COMMITTED TO WRITING AND SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE RESPECTIVE PARTIES.
15. THE SELLER DOES NOT WARRANT OR REPRESENT THAT ANY GOODS PURCHASED BY THE PURCHASER ARE FIT FOR ANY PARTICULAR PURPOSE WHATSOEVER, SUCH GOODS BEING SOLD VOETSTOOTS, AND THE SELLER DISCLAIMING ANY EXPERTISE, SKILL OR KNOWLEDGE WHATSOEVER RELATING TO THE GOODS.
16. THE PURCHASER SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE SELLER FOR ANY DAMAGES SUFFERED BY IT ARISING FROM ANY FAILURE OR INABILITY OF THE SELLER TO SUPPLY ANY PARTICULAR GOODS PURCHASED, OR FROM ANY DEFECT OR ALLEGED DEFECT IN ANY GOODS SUPPLIED BY THE SELLER TO THE PURCHASER, OR FOR ANY NEGLIGENCE WHATSOEVER ON THE PART OF THE SERVANTS OF THE SELLER, THE PURCHASER HEREBY INDEMNIFYING THE SELLER IN RESPECT OF ANY CLAIM WHICH MAY BE BROUGHT AGAINST IT BY ANY PERSON ARISING FROM GOODS SUPPLIED BY THE SELLER TO THE PURCHASER.
17. THE PURCHASER UNDERTAKES TO INFORM THE SELLER IN WRITING, BY PRE-PAID REGISTERED POST, WITHIN SEVEN (7) DAYS OF ANY CHANGE OF ADDRESS, OR ANY CHANGE OF IDENTITY OF THE PERSONS INVOLVED THEREIN, AS REFERRED TO IN THE CREDIT APPLICATION SUBMITTED BY THE PURCHASER.
18. THE PURCHASER HEREBY CONSENTS TO THE JURISDICTION OF THE MAGISTRATE'S COURT IN RESPECT OF ANY MATTER NOTWITHSTANDING THAT THE AMOUNT IN ISSUE MAY BE BEYOND THE JURISDICTION OF THAT COURT, PROVIDED THAT THIS PROVISION SHALL NOT PRECLUDE THE SELLER FROM INSTITUTING ANY ACTION IN THE HIGH COURT. IN THE EVENT THE SELLER RESORTS TO LITIGATION TO ENFORCE ITS RIGHTS AGAINST THE PURCHASER, THE PURCHASER WILL BE OBLIGED TO PAY ALL THE SELLER'S LEGAL EXPENSES ON THE SCALE AS BETWEEN ATTORNEY AND OWN CLIENT, TOGETHER WITH COLLECTION COMMISSION, SUCH THAT THE SELLER IS FULLY INDEMNIFIED IN RESPECT OF ITS COSTS.
19. THE SELLER SHALL NOT BE BOUND BY ANY ERRORS OR OMISSIONS BY IT, WHETHER THESE ARE ARITHMETICAL CALCULATIONS, OR THE APPLICATION OF INCORRECT PRICES, AND THE DULY RECTIFIED ERRORS OR OMISSIONS SHALL BE BINDING UPON THE PURCHASER.

- 20. THE PURCHASER CHOOSES ITS *DOMICILIUM CITANDI ET EXECUTANDI* AT ITS DELIVERY ADDRESS SET FORTH IN THE CREDIT APPLICATION RELATED HERETO
- 21. **THE SELLER WILL BE ENTITLED TO APPROPRIATE PAYMENTS BY THE PURCHASER FIRSTLY TO COLLECTION COMMISSION, THEN TO LEGAL COSTS, WHETHER TAXED OR NOT, THEN TO INTEREST AND FINALLY TO CAPITAL, THE PURCHASER HEREBY WAIVING THE RIGHT TO INDICATE TO WHICH CAUSE OF DEBT ANY PAYMENT SHOULD BE ALLOCATED, AND HEREBY WAIVING THE RIGHT TO BE GIVEN NOTICE OF ANY APPROPRIATION MADE BY THE SELLER.**
- 22. IF THIS APPLICATION IS SIGNED BY A PERSON OTHER THAN IN HIS OR HER PERSONAL CAPACITY AS A PROPRIETOR, THE SIGNATORY WARRANTS HIS AUTHORITY TO SIGN AND SUBMIT THIS CREDIT APPLICATION ON BEHALF OF THE ENTITY HE OR SHE PURPORTS TO ACT FOR, AND, SHOULD THAT ENTITY NOT EXIST, OR SHOULD IT EXIST AND, FOR ANY REASON WHATSOEVER NOT BE BOUND BY THE TERMS HEREOF, THE SIGNATORY HEREOF, WILL BE PERSONALLY BOUND IN TERMS HEREOF AS IF HE OR SHE INTENDED TO CONTRACT WITH THE SELLER AS A SOLE PROPRIETOR.
- 23. THE SIGNATORY OF THIS CREDIT APPLICATION HEREBY BINDS HIMSELF AS SURETY AND CO-PRINCIPAL DEBTOR WITH THE PURCHASER IN RESPECT OF ANY LIABILITY OF THE PURCHASER TO THE SELLER WHATSOEVER.
- 24. UNLESS NOTICE IN WRITING TO THE CONTRARY IS GIVEN BY THE PURCHASER TO THE SELLER, PRIOR TO ANY PURCHASE OF GOODS, SUCH PURCHASE WILLBE DEEMED TO HAVE BEEN MADE BY THE PURCHASER ACTING IN ITS OWN NAME, AS PRINCIPAL.

PERSONAL
LIABILITY

SURETY

(NAME IN PRINT)

(SIGNATURE)

WHO SIGNS THESE CONDITIONS OF TRADING REFERRING TO
SCRIBANTE CONCRETE AS THE SELLER AND TO
_____ AS THE
PURCHASER, BOTH IN HIS CAPACITY AS A REPRESENTATIVE OF
THE PURCHASER, AND IN HIS CAPACITY AS SURETY AND CO-
PRINCIPAL IN FAVOUR OF THE SELLER WITH THE PURCHASER

WITNESSES:

- 1. _____
- 2. _____

SCRIBANTE CONCRETE (PTY) LTD
(Registration Number 99/05170/07)

DEED OF SURETYSHIP

1. I/we the undersigned do hereby bind ourselves as sureties and co-principal Debtors in *solidum* with ("the Debtor") in favour of SCRIBANTE CONCRETE (PTY) LIMITED (Reg. Nr. 1999/005170/07) ("The Creditor") for the due and punctual payment of all sums which are now, or may in the future become due by the debtor to the Creditor in respect of any cause of debt whatsoever, and in particular arising from the Credit Application to which this Deed of Suretyship forms an annexure.
2. I/we declare that our/my obligation in terms of this suretyship shall remain notwithstanding any intermediate discharge or settlement of or fluctuation in the amount owing by the Debtor to the Creditor.
3. I/we declare that any indulgence which the Creditor may grant to the Debtor in respect of its obligations shall not affect or prejudice in any way our liability in terms of this suretyship, and that, in particular, no extension of time afforded by the Creditor to the Debtor shall affect our liability in terms hereof.
4. I/we acknowledge that this Deed of Suretyship shall be in addition to and without prejudice to any other Deed of Suretyship now or hereafter held by the Creditor in respect of the indebtedness of the Debtor.
5. The Creditor shall be entitled, without prejudice to its rights, against me/us, arising from this Deed of Suretyship, to release the Debtor and any other security given to it in relation to the indebtedness of the Debtor and to compound or make any other arrangement with the Debtor, without affecting my liability hereunder.
6. Any acknowledgment of indebtedness made by or on behalf of the Debtor to the Creditor shall be binding on us.
7. I/we choose our *domicilium citandi et executandi* for all purposes arising out of this suretyship at the address set forth below.
8. In the event of the Creditor taking any legal action whatsoever to enforce its rights against the Debtor, or against us, we undertake to pay the Creditor's costs on scale as between attorney and own client, together with collection commission.
9. We hereby consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising from the provisions of this Deed of Suretyship, but the Creditor shall be entitled in its discretion to commence any such proceedings in the High Court.
10. A certificate purporting to be signed by any member or accountant of the Creditor, setting forth the amount of the Debtor's indebtedness, and the interest rate applicable thereto, shall, on its mere production, and without formal proof, be binding on me/us, and shall constitute *prima facie* proof of the matters dealt with therein.
11. I/we, acknowledge that this Deed of Suretyship was fully completed when it was signed by me/us.

Com plete

SURETY 1

FULL NAME (in print)

SIGNATURE

Identity Number:

Residential address:

Telephone number:

WITNESS:

FULL NAME (in print)

SIGNATURE:

DATE:

SURETY 2

FULL NAME (in print)

SIGNATURE

Identity Number:

Residential address:

Telephone number:

WITNESS:

FULL NAME (in print)

SIGNATURE:

DATE:

SURETY 3

FULL NAME (in print)

SIGNATURE

Identity Number:

Residential address:

Telephone number:

WITNESS:

FULL NAME (in print)

SIGNATURE:

DATE:

ADOPTED AT _____ RESOLUTION OF
ON THIS _____ DAY OF _____

20_____

PRESENT:

- 1.
- 2.
- 3.
- 4.
- 5.

RESOLVED:

1. That _____ apply to **SCRIBANTE CONCRETE (PTY) LIMITED**, registration number 1999/005170/07 for credit facilities in respect of the purchase of goods by it from SCRIBANTE CONCRETE;
2. That _____ be and is hereby authorised to sign all documents, and to do all things necessary to contract with SCRIBANTE CONCRETE in respect of the provision of the abovementioned credit facilities.

DATED at PORT ELIZABETH on this _____ day of _____ 20_____

DIRECTOR/MEMBER:

FULL NAME (in print) _____

SIGNATURE: _____

WITNESS:

FULL NAME (in print) _____

SIGNATURE: _____

DIRECTOR/MEMBER:

FULL NAME (in print) _____

SIGNATURE: _____

WITNESS:

FULL NAME (in print) _____

SIGNATURE: _____

AUTHORISATION

I, the undersigned,

duly authorised thereto by _____ hereby
authorise my bankers to make available to any representative of Scribante Concrete
such information as may be required by it with regard to my banking affairs.

Dated at _____ on this _____ day of

(SIGNATURE)

AUTHORISATION

I, the undersigned,

duly authorised thereto by _____ hereby
authorise my auditors and/or accountants to make available such information as any
representative of Scribante Concrete may require of them with regard to my affairs.

Dated at _____ on this _____ day of

(SIGNATURE)

DETAILS OF MEMBERS/DIRECTORS/TRUSTEES/PARTNERS

Please provide the following details in respect of each of the persons concerned:

FULL NAME: _____

IDENTITY NUMBER: _____

RESIDENTIAL ADDRESS: _____

FIXED PROPERTY OWNED:
(Street Address and Deeds Office Description):

NAME OF SPOUSE: _____

SPOUSE'S IDENTITY NUMBER: _____

FIXED PROPERTY OWNED BY SPOUSE: _____

MARITAL REGIME:
(Married out of community
of Property / Antenuptial Contract)