



OSWALD BROS (PTY) LTD

Unit 3, Ndabeni Business Park
6 Inyoni Street, Ndabeni, Cape Town 7505

CO REG NO.: 1999/015103/07
VAT. REG. NO.: 4060183060

**APPLICATION FOR CREDIT FACILITY INCORPORATING CONDITIONS OF TRADING
AND DEED OF SURETYSHIP BETWEEN OSWALD BROS (PTY) LTD ("THE COMPANY")
AND THE APPLICANT**

APPLICANT

Hereby makes application for credit facilities,
(hereinafter referred to as "the applicant")

DATE: _____

In support of this application, the following information is furnished:

SECTION 1: APPLICANT DETAILS

In support of this application, the following information is furnished:

TITLE:	INITIALS:	SURNAME:			
FIRST NAME:					
I.D NUMBER:					
REGISTERED NAME :					
TRADING NAME :					
REG NO:					
VAT NO:					
TYPE OF COMPANY:	(PTY) Ltd	Close Corp	Partnership	Sole Proprietor	Other
NATURE OF BUSINESS:					
TELEPHONE:					
BUYER NAME:			EMAIL:		
BANKERS:					
BRANCH:			BRANCH CODE:		
ACCOUNT NUMBER:					
CREDIT REQUIRED: R					
AUDITORS:					
TELEPHONE NO:					

INITIAL



SECTION 2: ADDRESSES

POSTAL ADDRESS

POSTAL CODE:

DELIVERY ADDRESS

POSTAL CODE:

SECTION 3: MEMBER/PARTNER/DIRECTOR/PROPRIETOR DETAILS

1. NAME:	ID NUMBER:
2. NAME:	ID NUMBER:
3. NAME:	ID NUMBER:

SECTION 4: GUARANTEES

Are you prepared to guarantee obligations of the company/business by way of the following guarantees:

PERSONAL SURETYSHIP:	Yes	No	CESSION OF DEBTORS:	Yes	No
NOTARIAL BOND:	Yes	No	MORTGAGE BOND:	Yes	No

SECTION 5: TRADE REFERENCES

COMPANY	TELEPHONE NUMBER
1.	
2.	
3.	
4.	

COMMENTS

INITIAL



SECTION 6: STANDARD TERMS AND CONDITIONS

1. Payment terms are strictly 30 days from date of statement.
2. Risk in and to the goods sold hereunder shall pass to the applicant when the goods leave the company premises, not withstanding the reservation of ownership therein unless payment has been made.
3. The ownership of any goods sold by the Company to the applicant shall not pass to the applicant until payment of the full purchase price has been made.
4. A certificate signed by the secretary/manager or any director of the Company reflecting the amount owing by the applicant to the Company and the facts that such amount is due, owing and unpaid shall be prima facie proof of the effects therein stated for the purpose of any action (whether by way of provisional sentence or otherwise) , proof of debt on insolvency or for any purpose whatsoever where the amount of such claim is required to be established and it shall rest with the applicant to prove that such amount is not owing and/or due.
5. The applicant hereby consents to the jurisdiction of the Cape Town Magistrate's Court in any dispute arising out of this contract, but the Company shall always have the option of taking proceedings before any division of The Supreme Court of South Africa or any courts of the country of the domicile of the applicant.
6. In the event of legal action being taken against the applicant, the applicant will be liable for all costs incurred on the scale as between attorney and client, including collection commission.
7. The applicant shall be liable to pay interest, calculated daily and compounded monthly at the prime rate of interest plus 2%, on any amounts that are beyond agreed upon payment terms.
8. The applicant chooses domicilium et citandi et executandi as the street address reflected in section 2 above.
9. In the event of the applicant defaulting in making payment of any amount that has become due and owing, the full balance outstanding plus interest (whether overdue or not) will immediately become due and payable without notice to applicant.
10. The Company will not be liable for shortages of delivery unless the delivery note is endorsed, handed to the delivery courier or representative and also emailed to the Company.
11. No variation of, addition to or cancellation of any of the terms and conditions of the contract will be valid unless in writing and signed by both parties.
12. The Individual signing this agreement on behalf of the application warrants that he/she has the necessary authority to bind the Applicant. In the event that it transpires that the said signatory did not have the necessary authority, then in that event, the said signatory will be liable for all the obligations of the applicant, in his/her capacity as co-principal debtor.
13. In addition, the signatory hereto binds him/herself as surety and co-principal debtor, entitling the company to recover payment from him/her in his/her personal capacity in the event that the applicant fails to timeously pay any amount due.
14. No relaxation or indulgence granted to the applicant by the Company at any time, shall be deemed to be a waiver of any of its rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the Company.

SECTION 7-DEED OF SURETYSHIP

I, by my signature hereto, bind myself in my private and individual capacity as surety and co principle debtor in solidum with the applicant in favour of the Company for the due performance of any obligation of the applicant for payment of any amounts which may at anytime become due and owing to the Company from whatsoever cause arising and including without limiting the generality of the foregoing, any claims for damage against the applicant acquired by way of cession.

This suretyship shall be a continued covering guarantee/surety which may only be cancelled in writing by the Company, that being OSWALD BROS (PTY) LTD and only provided that all sums then owing by the applicant (whether due or not) to the Company have been paid in full.

I hereby renounce the benefits of the legal exceptions non causa debiti, ordinis seu excussionis et divisionis and "cession of act" with the force, meaning and effect of which I declare myself to be fully acquainted. I furthermore bind myself irrevocably to all of the terms and conditions contained in this contract.

It is recorded that if more than one person has appended his signature hereto, there shall come into existence a separate, distinct and independent contract of suretyship/guarantee which is brought into existence by each separate signatory hereto. If for any reason this suretyship/guarantee is not binding on any signatory, the obligation of the remaining signatories shall nevertheless be and remain in full force and effect.



SIGNATURE OF SURETY 1

FULL NAME OF SIGNATORY 1

SIGNATURE OF SURETY 2

FULL NAME OF SIGNATORY 2

SIGNED AT

THIS THE

DAY OF

20

WITNESS 1:

WITNESS 2: