

ALL IN FAITH

PMOK Logistics

**Waterhole, Shop 6 PO Box 477
Munster Munster
4278 4278**

**Tel: 039 319 1166
Fax: 086 514 5348
admin2@pmok.biz**

Vat #: 4010216275 Reg #: 2004/016910/07

Application for Credit Facilities

Applicants legal Entity Name (in full): _____

(Attach letterhead and company documents)

Trade Name of Business: _____

Type of Business: _____

Sole Proprietor Partnership (PTY) Ltd Close Corporation LTD Trust

VAT #: _____ Company/CC/Trust #: _____

Nature of Business: _____ Date Business Commenced: _____

Registered Address: _____

Physical Address: _____

Postal Address: _____

Telephone #: _____ Fax #: Cell: _____

Accounts Contact: _____ Tel: _____ Email: _____

Full Names & Address of Directors / Members / Trustees / Partners / Proprietors:

	<u>Full Names:</u>	<u>ID #:</u>	<u>Residential Address:</u>	<u>Tel #:</u>
1.				
2.				
3.				

Details or Property Owned and/or Leased – Company / Partners / Proprietors:

<u>Address:</u>	<u>Stand #:</u>	<u>Estimated Value:</u>	<u>Bond Holder:</u>	<u>Amount of Bond:</u>	<u>In whose name is the Property Registered:</u>

Bank: _____ Director: O.L Pretorius Account Holder: _____

Branch Name: _____ Acc #: _____ Br #: _____

Trade References:

	<u>Transport Company Name:</u>	<u>Contact Person:</u>	<u>Contact #:</u>	<u>Credit Limit:</u>
1.				
2.				
3.				

Name of Auditors: _____ Contact: _____ Tel: _____

1. I certify that the asset value or annual turnover as referred to in Section 4 of the National Credit Act 34 of 2005 at the time of entering of the agreement and a per Section 5 (2) of the Consumer Protection Act 68 of 2008 at the time of signature is in excess of: (tick applicable block below)

2. Asset Value: R1,000,000.00 Yes No R2,000,000.00 Yes No

3. Annual Turnover: R1,000,000.00 Yes No R2,000,000.00 Yes No

Credit Limit Required: _____ Payment Terms: 30 days from statement COD

STANDARD CONDITIONS OF CONTRACT

1. Payment terms will be strictly 30 days from statement date.
2. The applicant undertakes to effect payment of all amounts due to the Creditor without deduction whatsoever, free of exchange. The creditor shall have the rights to claim interest as determined from time to time in terms of the provisions of the National Credit Act, No34 of 2005, and such interest to be reckoned from due date to date of payment.
3. The applicant hereby consents in terms of section 45 of the Magistrates Act 32 of 1994 (as amended to the jurisdiction of the Magistrates Court irrespective of the amount claimed by the Creditor who shall be entitled but not obliged to bring any action out of such Magistrates Court. In the circumstances either party chooses to institute any form of legal or criminal proceeding against the other, the applicant agrees to effect payment of the Creditors costs on a scale as between attorney and own client, together with collection commission on any instalments so collected, the creditor shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the town/city of the principal business of the creditor within 60 days after it has been demanded before a mutually agreed person and failing agreement to be selected by the president of the law society of Cape Town. The arbitration shall be held in a summary manner and the strict rule of evidence shall not apply. The arbitration shall decide on the issues of pleadings and discovery, but shall do so on the basis that the matter is to be expedited and brought to arbitration within 60 day working period and in an informal manner. The arbitrator shall decide the matter submitted to him according to what he considers just and equitable in the circumstances and therefore the strict rules of evidence need not be observed or taken into account by him arriving at his decision. The parties hereto agree that the decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be entitled to make an order for costs in regard to arbitration.
4. In the event that the applicant fails to make payment of any amount which becomes due, owing and payable by the applicant to the creditor, the full outstanding balance at any one time will immediately become due and payable without notice to the applicant.

5. In the circumstances where the creditor acts as the carrier, agent or holder in storage of goods for and on behalf of the applicant the creditor shall be entitled to exercise a lien over such goods until the creditor receives payment in full of any and all monies due by the applicant to the creditor. The creditor may withhold the haulage fees as security for monies owed by the applicant.
6. The creditor is a transport broker and does not accept common law liability of a carrier, neither will it be held responsible for loss or damage (whichever arising from negligence or otherwise) to loads handled or transported by its subcontractors who are independent contractors and not employees of the creditor. Should the applicant require goods to be insured, the creditor must be advised the scope of cover standard GIT or ALL RISK in writing, prior to contracting with the creditor. The creditor will in turn ensure that the subcontractor has adequate insurance cover. The liability of the creditor in respect of any loss or damage to the goods, however such loss arise, will under no circumstances exceed the actual amount paid by the insurers.
7. A certificate signed by the creditor reflecting the amount of indebtedness of the applicant and if applicable, that such amount is due and payable shall prima facie proof of the facts stated therein and shall be valid and enforceable for the purpose of summary judgment. In the event of a dispute as to the quality or otherwise of the service or the amount owing then the onus of proving such allegation shall rest upon the applicant.
8. The applicant acknowledges and agrees that the creditor may:
 - ❖ Perform a credit search on the applicant's record with one or more of the registered credit bureau when assessing the applicant's application for credit.
 - ❖ Monitor the applicant's payment behaviour by researching their record by one or more credit bureaus.
 - ❖ Use new information and data obtained from credit bureau in respect of the applicant's future credit applications.
 - ❖ Record the existence of the applicants account with the credit bureau.
 - ❖ Record and transmit details of how the applicant has performed and how the account is conducted by the applicant in meeting their obligations on the account.
9. Use new information from one or more credit bureau to assess the future credit applications by the applicant and its members/directors.
10. The applicant acknowledges and agrees that any information regarding the credit worthiness of the business, defaults in payment to the creditor and details of how the account with the creditor is conducted, may be disclosed to any other creditor of the applicant or to one or more credit bureau.

Dated at _____ on this _____ day of _____ 20____ .

Signature: _____

Full Names: _____

Signature: _____

Full Names: _____

DEED OF SURETY SHIP INCORPORATING CESSION OF CLAIMS

I undersigned: _____

Name and Identity number: (Full names and Identity number of Surety)

Physical Address of Surety: _____

Bind myself as surety and co-principal debtor in solidus, jointly and severally in favour of PMOK Properties, its successors and assigns for and on behalf of: (Full name and description of company or CC to which services are being rendered)

(Insert applicant's name) Hereinafter called the "Debtor"

For the due and faithful payment to PMOK Properties of all sums of money as are now or as may become due and owing or payable to PMOK Properties by the Debtor in respect of any obligation present or future, arising out of or in relation to any cause of indebtedness be incurred by the Debtor in the Debtor's own name or in the name of any firm or entity in which the Debtor may be trading, either wholly or jointly with others in partnership or otherwise, and whether such indebtedness arises from the hire of vehicle/s or services rendered or goods sold or to be sold or work done or to be done or in respect of any indebtedness which may take the place of any notated debt, even if such novation takes place after the termination of the guarantee. Including interest, reversed discount, commission, attorney client collection costs, stamps and all other necessary or usual charges and expenses.

I waive and renounce every benefit and exception which I as surety an or may become entitled to in law, and in particular, (without prejudice to the generality or the foregoing) the benefits of the excussion, division, cession of action and de duo bus vela pluribus reis debendi, with the force and effect whereof I'm fully acquainted. I shall not be abrogated nor be affected by any other surety ship, guarantee, indemnity or security PMOK Properties may from time to time procure or hold in respect of any transaction, contract, arrangement or agreement that may from time to time be concluded between PMOK Properties and the that it is not to be nullified or rendered unenforceable by any indulgence or forbearance on PMOK Properties part granted or extended to the debtor or to any of the debtors customers or others.

It is understood however, that I'm at liberty to terminate this my surety ship or guarantee at any time upon giving you notice in writing to that effect that after the service of such notice upon you, this my surety ship shall not be taken to extend to any transaction, contract, arrangement or agreement concluded or entered into by you with the Debtor after the date of service of such notice, but all obligations then existing shall remain of full force and effect.

As additional security for the foregoing surety ship, I hereby cede, assign, transfer and make over in favour of PMOK Properties all my title and interest in and to any sums which may now be owing or which may in future become owing to me by the Debtor from any cause of indebtedness whatsoever and/or in respect of monies lent and advanced to the Debtor by me and I agree to notify the Debtor of such cession to PMOK Properties and authorize you to give such notice, should you so desire.

I select my address set out above as my domicilium/domicile citandi et executandi ("domicilium") for all purposes in terms of or arising from this surety ship or guarantee, including the service of all notice and process in connection therewith. Any notice or communication to me in terms of pursuant hereto, sent by prepaid registered post to me at my domicile shall be deemed to have been received on the fourth day after posting (unless the contrary is proved), or if delivered by hand during ordinary business hours at my domicile shall be deemed to have been received on the day of delivery (unless the contrary is proved).

I agree that, at your option, the Magistrate's Court having jurisdiction in respect of my person shall have jurisdiction with regard to any legal proceeding whatever arising hereunder, notwithstanding that the amount of the claim may exceed the jurisdiction of the court. I further agree that if any legal proceedings are instituted by you in the Supreme Court of South Africa, you shall not be limited to recovering costs on the Magistrates Court tariff.

I warrant and represent to you that I have received and will continue, while this surety ship remains in force, to receive adequate value for the granting of this surety ship, and as a separate and several undertaking, hold myself liable to PMOK Properties in damages for any loss which you may sustain consequent upon breach of the warranty and undertaking contained in this clause.

My liability in terms of this surety ship is not subject to any other person being bound as surety or guarantor in favour of PMOK Properties on behalf of the Debtor nor shall the amount of my liability be limited in any way by the credit limit stated in the accompanying credit application.

I shall be liable for and pay on demand all charges and expenses of whatsoever nature incurred by you in securing the performance of my/our obligations hereunder, and securing the satisfaction of your rights in terms hereof, including without limitation of the generality of the a foregoing, all legal costs on the scale as between attorney and his own client, collection commission and tracing agents fees. In the event that PMOK Properties institutes any civil proceedings against me arising out of this surety ship, I hereby waive any rights to claim security for costs as provided in terms of the rules of the Magistrates and High Court Acts. I confirm having read and understood the content of PMOK Properties credit application and standard terms and conditions which form part of the document and consider it binding on me.

Dated at _____ on this _____ day of _____ 20____ .

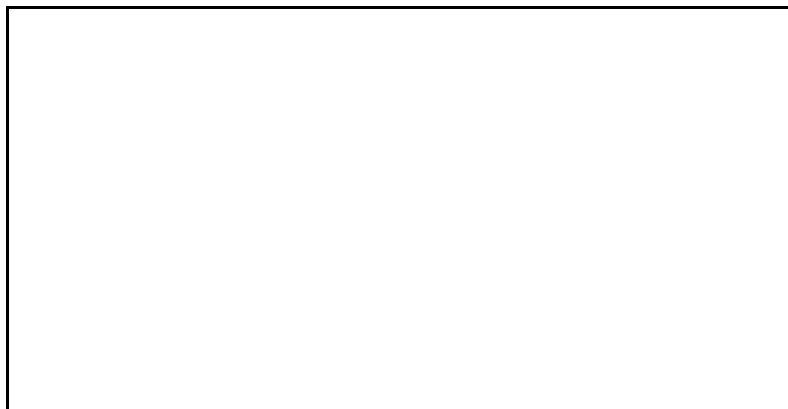
Witness Full Names: _____

Witness Signature: _____

Surety Full Names: _____

Surety Signature: _____

Company Stamp:



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4278**

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admin2@pmok.biz**

Vat #: 4010216275 Reg #: 2004/016910/07

Good day

Please complete the below form to update the accounting system. Your co-operation in this regard will be appreciated.

Company Name: _____

VAT Number: _____

Company Reg Number: _____

Director Full Name: _____

Director ID number: _____

Physical Address: _____

Postal Address: _____

Debtors Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Creditors Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Outstanding Pod's Contact: _____

Telephone Number: _____

Email Address: _____

Cut-Off Dates for Invoices: _____

Operations Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____