

**Credit Application**  
**(This document consists of 10 pages)**  
**FOR**

This application will only be considered if completed in full.

With reference to your credit application, we require the following documentation and the correct completion of our documents:

1. **Copy of Company Registration documents.**
2. **Copy of ID's of Members/Directors.**
3. **Proof of banking details**
4. **Valid SARS tax clearance certificate / Pin.**

Please note terms of payment:

**30 Days from Statement**

Your immediate response will be highly appreciated.

Yours Sincerely

Kallen Pillay  
Accounts Department  
[Kallen@bustque.co.za](mailto:Kallen@bustque.co.za)



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**Bustque 0017 CC application for Credit Facilities and Deed of Suretyship**  
 Application to open an account with Bustque 0017 CC (hereinafter referred to as "The Seller") ANNEXURE A

80 WATT STREET  
 MEADOWDALE  
 EDENVALE  
 P.O.BOX 521  
 MODDERFONTEIN  
 1645

TEL:(011) 608-1530 FAX:(011) 608-1531

I/ We, the undersigned, in my/our as the duly authorised representative of the debtor hereby applies for a credit facility from The Seller. The following information is submitted as the basis for your consideration of my/our application:

Registered name of company			
Company registration number		VAT # :	
Type of business			
Trading name:			
Hereinafter referred to as "the debtor"			
Postal Address			
Delivery Address			
Telephone Number	( )	Fax Number	( )
Physical Address of Registered office			
Bankers		Branch Name	Branch Code
Account Number			
Premises	<input type="checkbox"/> Owned	<input type="checkbox"/> Rented	
<b>Contact Details of the following:</b>			
Sales Person:	Tel:	E-mail:	
Accounts Person	Tel:	E-mail:	

<input type="checkbox"/> Public Co.	<input type="checkbox"/> Private Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Other - Specify
Date commenced business _____					
Name, address & tel. Number of auditors _____					
Name & home addresses of Sole Proprietor/ Shareholders/ Directors/ Partners/ Members Capacity ID Number					
1. _____					
2. _____					
3. _____					
Trade References - name, address and telephone number					
1. _____					
2. _____					
3. _____					
<b>Terms: 30 Days From Date From STATEMENT</b>			<b>Credit Limit: R</b>		

I/ We hereby certify that the herein contained information is true and correct in each and every respect and may be relied upon, and undertake to notify The Seller in writing of any change of details shown above.  
 I/ We acknowledge that credit facilities granted by The Seller to us shall be at the sole discretion of The Seller as to the nature, duration and extent.  
 I/ We do hereby accept and undertake irrevocably to be bound by the terms and conditions of contract as set out on the annexure of this application which terms and conditions I acknowledge having read and understood and agree on behalf of the debtor will be applicable to all transactions relating to the purchase of goods and services from and any other facility made available by The Seller.  
 I, the authorised signatory hereto of the address as set out above do hereby bind myself to surety as co - principal debtor to The Seller on the terms and conditions as set out on Annexure "B"

Authorised signatory \_\_\_\_\_  
 Full Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Date \_\_\_\_\_

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## TERMS AND CONDITIONS

### 1. CONTRACT

- 1.1 This contract contains the entire Contract of Sale between Customer and Seller and may be varied only in writing and signed by both parties.
- 1.2 The contract will commence on the date of signature by the Seller and will continue in force indefinitely thereafter unless it is terminated for reasons set out below or by one of the parties giving the other written notice of intention to terminate this contract (without the cancelling party having to give any reasons for such termination).

### 2. PRICE AND DISCOUNTS

- 2.1 Prices are per unit and are payable in South African currency, unless otherwise expressly stated. Credit limits and payment terms shall at all times be in the sole discretion of the Seller and may be altered or abolished at any time provided that prior notice of any such change will have been given to the Customer by the Seller.
- 2.2 The Seller may allow discounts, alternatively rebates as specifically agreed upon, provided always that such amount shall not be allowed on any goods dispatched if payment for any goods whatsoever invoiced prior remain unpaid.
- 2.3 If payment of any particular purchase made hereunder is overdue, the purchase price for all purchases made hereunder shall immediately become due and payable notwithstanding any credit terms agreed upon between the parties. The Seller shall be entitled to charge interest at the prevailing overdraft rates on all overdue accounts.
- 2.4 The terms of payment of the customer shall be strictly 30 days from the date from Statement.

### 3. ORDERS

- 3.1 Oral orders or orders placed by telephone or telephone or telegram or telefax or e-mail will be executed at the Customer's sole risk, and the Seller accepts no responsibility for any errors arising out of the execution of such orders.
- 3.2 No orders shall be countermanded except with the written consent of the Seller and on terms which will indemnify it against all loss.

### 4. DELIVERY

- 4.1 Unless otherwise stated, delivery shall be effected at the Seller's premises or at the Seller's station.
- 4.2 Time shall not be of the essence of the contract. Any delivery date stipulated for is approximate only. The Seller shall not be bound by that date, but will make reasonable efforts to deliver the goods by that date. If no delivery date is stipulated, then the Seller shall deliver the goods as soon as it can conveniently do so.

Initial Here

- 4.3 Unless a claim for non-delivery of goods is made in writing within 2 (two) days of the date of the invoice on which the charge for such goods appears, no claim will be entertained in respect thereof, and the Customer will be deemed to have accepted in toto the delivery reflected in such entry.
- 4.4 No claim of whatsoever nature shall lie against the Seller for goods lost or damaged in transit by any carrier of the goods, the carrier being deemed to be the agent of the Customer, notwithstanding his direct employment by the Seller.
- 4.5 Strikes, differences with workmen, accidents to machinery, failure of usual sources of supply of materials, war, civil commotion, acts of terrorism, commercial exigencies, acts of government, or quasi-government or legislation or other contingencies beyond the control of the Seller, shall be sufficient excuse for any delay in or suspension of delivery. The Seller may, after the occurrence of any such contingency if requested in writing by the Customer, cancel the order without any claim upon it by the Customer failing which the Seller shall complete delivery as soon as possible.
- 4.6 Once the goods have been resold or cut or converted or fitted or included into another article, the Customer shall have no claim against the Seller in respect of the goods under any circumstances whatsoever.

5. **RETURNS**

- 5.1 The customer shall not be entitled to return goods without the written authority of the seller.
- 5.2 Goods returned without the written consent of the Seller will not be accepted for credit and the Seller shall at its option be entitled to:
- 5.2.1 return the same to the Customer: or
- 5.2.2 retain the same, in which event it shall be entitled to hold the goods as a pledge in respect of the Customer's indebtedness to it, albeit liquidated or unliquidated.
- 5.3 The Seller shall only consider goods for return or credit, if they are returned within 3 calendar days of delivery with sealed disk packs and the original shrink wrapping intact, in which event the seller will be entitled without the necessity of any further agreement to claim from the customer a handling charge of 15% of the invoice price of the goods so returned.
- 5.4 Defective products may be returned if, within 7 days of delivery, the debtor advises The Seller of the defect by fax and then returns the product immediately together with all documentation, accessories and media pertaining to the product. Unless this is done, the product concerned will be deemed to have been delivered to the debtor in perfect condition.

6. **BREACH**

If the Customer: -

- 6.1 Fails to make any payment on due date; or

Initial Here

- 6.2 any cheque, promissory note or other bill of exchange given to the Seller in respect of any indebtedness of the Customer under the contract is dishonoured; or
- 6.3 is sequestrated or placed under winding up or under judicial management (provisionally or finally); or
- 6.4 endeavours to or enters into any compromise with any of its creditors; or
- 6.5 fails to satisfy any judgement granted against it within 7 (seven) days after the date of judgement; or
- 6.6 breaches any of the terms of any contract all of which are deemed to be material; or
- 6.7 permits, whether voluntarily or otherwise, the goods to be seized under legal process issued against Customer by any party;

Then and in such event the Seller shall have the right and option without prejudice and in addition to all other rights hereunder to:

- (a) continue to enforce its rights and recover from the Customer such payments and other amounts owing as and when these shall fall due; or
- (b) claim immediate payment of all monies due by the Customer to the Seller notwithstanding the extended terms in respect of any agreement for credit; or
- (c) cancel the contract with the Customer and upon which event the Customer shall immediately return the goods to the Seller, at the Customer's expense, and the Customer shall in addition be liable to the Seller for any loss or damage of whatsoever nature that the Seller may have incurred, suffered or may suffer in consequence of the Customers breach.

7. **CHANGE IN CONTROL**

The Customer undertakes that in the event of its business being sold or in the event of the Customer being a Company or Close Corporation, a sale of its shares taking place which will vest control of the Customer in others formerly not in control of the Customer, to immediately advise the Seller thereof in writing. The Customer shall notwithstanding in any event remain responsible for all goods ordered in the name of the Customer or its business until such time as the Seller shall in writing release the Customer from such liability the Seller being not obliged to do so.

8. **WARRANTIES**

- 8.1 All goods are manufactured in accordance with the manufacturers standards of quality. The Seller warrants that the goods supplied are suitable for the purpose intended.
- 8.2 In no event whatsoever will the Seller be responsible for damages whether direct or indirect or consequent or otherwise arising from the use of the goods by the customer or any third party.
- 8.3 Each of the terms herein contained excluding liability on the part of the Seller shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever that term shall be severable and shall not affect the validity of the other terms.

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8.4 All goods purchased by the Customer shall be subject to the manufacturers warranty on such goods.

9. **OWNERSHIP**

Notwithstanding that all risks in and to the goods sold by the Seller to the Customer shall pass on delivery, ownership in the goods sold and delivered shall remain vested in the Seller until the full purchase consideration in respect thereof shall have been paid. In the event of a breach of contract by the Customer then without prejudice to any other rights vested in the Seller, the Seller shall be entitled to forthwith retake possession of the goods and the Customer hereby consents to such repossession, notwithstanding that the goods may have been included in, fitted in or converted into or used in the manufacture of other articles.

10. **CERTIFICATE**

The Customer hereby irrevocably and in rem suam appoints any member of the Seller as his agent for the purposes of issuing a certificate, which certificate shall reflect the balance owing by the Customer to the Seller at the date of issue. The amount certified as due therein shall be conclusively binding upon the Customer. The certificate will in itself constitute an acknowledgement of indebtedness by the Customer in favour of the Seller and shall constitute conclusive proof of the Customer's indebtedness to the Seller sufficient for the purpose of the entry of Provisional Sentence or Summary Judgement.

11. **INSURANCE**

The debtor shall at all times keep the goods sold to it adequately insured against all forms of loss Pending payment to The Seller for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are hereby ceded to The Seller.

12. **NON-VARIATION**

No variation, alteration or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in writing and signed by the parties hereto.

No waiver or abandonment by The Seller of any of its rights in terms of the application and these terms and conditions shall be binding on it unless such waiver or abandonment is in writing and signed by it

No indulgence, extension of time, relaxation or latitude which The Seller may show, grant or allow to the debtor shall constitute a waiver by it of any of its rights and The Seller shall not thereby be prejudiced or estopped from exercising any of its rights against the debtor which may have arisen in the past or which might arise in the future.

The provisions hereof shall prevail over any terms and conditions, which the debtor may purport to impose or apply and which are contrary to the terms hereof.

13. **DEED OF SURETYSHIP**

The authorised signatory by signing the agreement on behalf of the debtor expressly agrees to sign the Deed of Suretyship annexed *hereto marked "B"*

14. **NEGOTIABLE INSTRUMENTS**

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Any promisory note, bill of exchange or other negotiable instrument received by The Seller from the debtor shall not be a novation of the debt for which it is given and The Seller waives presentment, notice of dishonour and protest where applicable.

15. **GENERAL**

- 15.1 The Seller's delivery notes shall be deemed to be prima facie proof of delivery to and receipt of the goods reflected thereon.
- 15.2 No concession, latitude or indulgence allowed by the Seller to the Customer shall be construed as a waiver or abandonment of any of its rights hereunder or act as any estoppel against the Seller.
- 15.3 If any of the terms and conditions herein contained shall be invalid, the same shall not invalidate the remainder of the contract.
- 15.4 The Seller shall at its option and notwithstanding that the amount of its claim or the nature of the relief sought by it exceeds the jurisdiction of the Magistrate's Court be entitled to institute action out of such Court. Nothing herein contained shall invalidate the Seller's rights to proceed in any other Court of competent jurisdiction.
- 15.5 The Seller in its sole and absolute discretion may appropriate any payment made by the Customer to any cause of indebtedness as may be owed by the Customer to the Seller.
- 15.6 In the event of the Seller referring any dispute between it and the Customer, or any amount due for collection by the Customer to the Seller, to its attorneys arising out of or connected with the contract, the Customer shall be liable to pay and hereby indemnifies the Seller against all costs, charges and expenses incurred as between attorney and client and correspondent attorney's costs and such indemnity shall extend to and include collection commission as may be lawfully charged to the Seller by its attorneys.
- 15.7 The address of the Customer reflected on any application for credit submitted by him to the Seller is selected by him as his chosen **domicilium citandi et executandi** for all purposes hereunder.
- 15.8 The Customer hereby consents to the jurisdiction of the Magistrate's Court.
- 15.9 The headnotes to these conditions are for reference purposes only and do not affect the contents thereof.
- 15.10 The Customer acknowledges that he has read the terms herein contained and has accepted same.

I hereby acknowledge having read the above terms and conditions.

**Authorised Signatory:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## DEED OF SURETYSHIP

I, the undersigned, \_\_\_\_\_

Identity Number \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ which address I select as my *domicilium citandi et executandi* for all purposes in terms hereof.

Do hereby bind myself, my heirs, executors, administrators and assigns as surety, jointly and severally and in solidum for and as co-principal debtor with

\_\_\_\_\_  
("PRINCIPAL DEBTOR")

TO

*BUSTQUE 0017 CC ("the Seller")*

or its successors-in-title or cessionaries for the due payment of all monies and the due fulfilment of all obligations howsoever arising, including damages, interest, collection, legal and other costs on the attorney and client scale, which are now due and owing and/or payable or which may at any time become due, owing and/or payable by the PRINCIPAL DEBTOR to the SELLER arising out of or in connection with the Sale Agreement to which this Suretyship is attached as Annexure "A" entered into between the PRINCIPAL DEBTOR and the SELLER

On the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

1. I undertake to pay on demand any sum and to fulfil any obligations due by me in terms of this Suretyship notwithstanding that the PRINCIPAL DEBTOR may be insolvent or in liquidation or under judicial management or that payment or fulfilment by the PRINCIPAL DEBTOR is legally or otherwise delayed or unenforceable.
2. I agree that this SURETYSHIP shall be and remain a continuing security for all and any indebtedness and obligations which may be or become owing by the said PRINCIPAL DEBTOR to the SELLER and shall not in any way be affected by any partial reduction or temporary extinction or such indebtedness or obligation from time to time or at any time or by the SELLER having or obtaining additional suretyships, guarantees or securities, whether real or personal, in respect of debts and/or obligations of the PRINCIPAL DEBTOR.
3. I agree that it will always be in the absolute discretion of the SELLER whether before or after due date and without notice to me and without my liability for the full amount owing and all obligation due hereunder being affected or reduced in any way to determine the extent, nature and duration of any indebtedness or obligations owing by and of any advances and loans of money made and to be made to the PRINCIPAL DEBTOR; to grant time or other indulgences to the PRINCIPAL DEBTOR to delay the date of repayment or performance of any loan, contract or obligations; to increase the rate of interest; to re-advance any monies repaid; to make further advances; to compromise with or release any Co-Principal Debtor or other surety or security; to compound or make any other arrangements with the PRINCIPAL DEBTOR; to abandon any claim or any other security (wholly or partially); and/or to take whatever steps it deems fit against any PRINCIPAL DEBTOR or any surety, or any settlement or any variation or alteration of any present or future agreement between the PRINCIPAL DEBTOR or any surety the and the SELLER shall not be construed as a waiver of any of the SELLER'S rights or claims against me hereunder or as a motivation of any such claim and shall in no way release me from our liability hereunder for the full balance outstanding and all obligations due from time to time.
4. In the event of the PRINCIPAL DEBTOR committing any act of insolvency or taking any steps to apply for the voluntary surrender of its estate or assigning its estate for the benefit of creditors in any manner whatsoever or compromising or offering to compromise with its creditors or in the event of any steps being taken by any person to sequestrate its estate, or in the event of the PRINCIPAL DEBTOR being a company and admitting that it is unable to pay any debt then due by it or being wound up or being placed under judicial management or in liquidation, whether provisionally or finally and voluntarily or otherwise, or any steps being taken by any person (including the PRINCIPAL DEBTOR) for its liquidation or judicial management or being in a position where it is deemed in law to be unable to pay its debts; the and in any such event the full amount owing by me and all the obligations in terms hereof shall at the option of the SELLER immediately become due and payable. In addition and without prejudice to its rights to claim the full amount owing from me and performance of all obligations in terms hereof the SELLER shall be entitled to prove its claim against the PRINCIPAL DEBTOR or its estate for the full amount of the indebtedness or all obligations due to the SELLER. No dividends or payments which the SELLER may receive or expect to receive shall prejudice its rights to recover from me the balance of the original debts or obligation owing by the PRINCIPAL DEBTOR. I further agree that I shall not be entitled to require you to cede to the SELLER any claim which you may have against the PRINCIPAL DEBTOR and/or any other surety until all amounts owing and all obligations due to you have been discharged in full, and then only for an amount equal to that paid by me to you.
5. I shall not be entitle to prove any claim either contingent or otherwise against the PRINCIPAL DEBTOR or its estate, or if the PRINCIPAL DEBTOR is a company, against the company in liquidation, in respect of any payment/s made by me to the SELLER in terms of its suretyship which will compete with any claim which the SELLER may have against the PRINCIPAL DEBTOR or its estate or the company in liquidation, save with the prior consent in writing of the SELLER.
6. I further agree that all acknowledgements of indebtedness or admissions by the PRINCIPAL DEBTOR shall be binding on me. A certificate purporting to be signed by the SELLER, any Director or Manager or the Secretary for the time being of the SELLER (whose authority it shall not be necessary to prove), of any amount or amounts owing by me hereunder and of the fact that such amounts are liquidated, due and owing and/or payable shall, together with this document, constitute a liquid document and

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**Bustque 0017 CC Application for Credit Facilities and Deed of Suretyship**  
*Application to open an account with Bustque 0017 CC (hereinafter referred to as "The Seller")*  
 Annexure B

- shall be sufficient and satisfactory proof of the amount owing by me to the SELLER for the purpose of any application for provisional sentence or summary judgement or for any legal proceedings or claim whatsoever.
7. I shall not be released from any obligation or indebtedness to the SELLER in terms of this suretyship unless the SELLER has consented in writing to such release.
  8. I hereby indemnify the SELLER against any loss including collection, legal and other costs on the attorney and client scale and tracing fees and contributions which it may sustain for any reason whatsoever arising out of or connected directly or indirectly with a transaction between the PRINCIPAL DEBTOR and the SELLER.
  9. I hereby waive presentment, notice of dishonour and protest of any promissory note, bill of exchange, cheque or other negotiable instrument made, drawn, accepted, endorsed or discounted by the PRINCIPAL DEBTOR or by us, agreeing and admitting that my liability hereunder arising out of any such instrument shall not

- in any way be affected by any failure to present, give notice of dishonour of or protest the same.
10. I renounce all the benefits which I as surety am entitled to in law and, without detracting from the generality thereof, renounce the benefits of the legal exceptions of excussion, division, cession of action, *non causa debiti*, no value received and revision of accounts, the full meanings and effects of which I declare myself to be fully acquainted.
  11. In the event of it becoming necessary for the SELLER to take any steps to enforce its rights in terms of this surety I agree to be liable for any costs incurred in taking such steps including collection fees, legal costs on the attorney and client scale and tracing fees.
  12. Notwithstanding the fact that any other intended or contemplated surety shall fail to sign or be bound by this or any other suretyship I shall remain fully liable in terms hereof.
  13. No variation of this Suretyship shall be of any force or effect unless reduced to writing and signed by us, and confirmed by the SELLER in writing.

Thus done and signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
 in the presence of the undersigned witnesses.

SIGNATURE: \_\_\_\_\_

**AS WITNESSES:**

Full Name \_\_\_\_\_ Witness 1: \_\_\_\_\_

Full Name \_\_\_\_\_ Witness 2: \_\_\_\_\_

Spouse of Surety (if married in Community of Property)

Full Names \_\_\_\_\_ Signature: \_\_\_\_\_  
 (who, by his/her signature, hereby consents in terms of section 15(2) (h) of the Matrimonial Property Act, to the Surety signing this Suretyship)

**AS WITNESSES:**

Full Name \_\_\_\_\_ Witness 1: \_\_\_\_\_

Full Name \_\_\_\_\_ Witness 2: \_\_\_\_\_

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**CONSENT AND CREDIT CHECK CONDITIONS:**

I (Full name and Surname) \_\_\_\_\_ ID \_\_\_\_\_

Company you are Representing \_\_\_\_\_

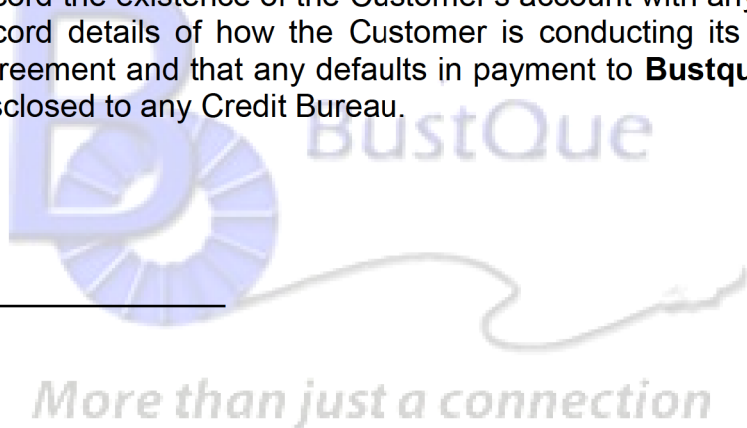
with CIPC number \_\_\_\_\_

consent that **Bustque 0017 CC** or any of its duly appointed agents may:

1. perform a credit search on the Customer's record with one or more of the registered Credit Bureaus when assessing the Customer's application for credit facilities.
2. monitor the Customer's payment behavior by researching it/his/her credit record at one or more of the Credit Bureaus.
3. use new information and data obtained from the Credit Bureau in respect of the Customer's future credit facilities.
4. record the existence of the Customer's account with any Credit Bureau and record details of how the Customer is conducting its account under this agreement and that any defaults in payment to **Bustque 0017 CC** may be disclosed to any Credit Bureau.

Signed \_\_\_\_\_

Dated \_\_\_\_\_



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