

OFFICIAL USE

ACCOUNT NUMBER: _____

DATE: _____

APPROVED BY: _____

CREDIT LIMIT: _____

AUTHORISED BY: _____



P.O. Box 442
PIETERSBURG / POLOKWANE, 0700
TEL: (015) 295-9901/4/5
FAX: (015) 295-4994
nadair@pixie.co.za

CREDIT APPLICATION

CLIENT: _____

t/a

REPRESENTATIVE: _____

PLEASE ATTACH COPY OF IDENTITY DOCUMENTS

TYPE OF BUSINESS:

CLOSE CORPORATION – C.C. PRIVATE COMPANY – (PTY) LTD
PARTNERSHIP SOLE TRADER
INDIVIDUAL
OTHER _____

APPLICANT (IN FULL) : _____

ID NUMBER : _____

COMPANY NAME : _____

TRADING AS : _____

CO. REG. NUMBER : _____ VAT REG. NUMBER : _____

NATURE OF BUSINESS : _____

DATE ESTABLISHED : _____

TELEPHONE NUMBER : _____ FAX NUMBER : _____

CELLULAR NUMBER : _____ E-MAIL ADDRESS : _____

POSTAL ADDRESS : _____

PHYSICAL ADDRESS : _____

OWNED RENTED

IF RENTED: NAME AND TELEPHONE NUMBER OF OWNER OR LANDLORD

ANY OTHER PROPERTY REGISTERED IN THE NAME OF THE COMPANY OR DIRECTORS

DIRECTORS / PARTNERS / MEMBERS:

FULL NAMES : _____

ID NUMBER : _____ TEL NO : _____

RESIDENTIAL ADDRESS : _____

DIRECTORS / PARTNERS / MEMBERS:

FULL NAMES : _____

ID NUMBER : _____ TEL NO : _____

RESIDENTIAL ADDRESS : _____

DIRECTORS / PARTNERS / MEMBERS:

FULL NAMES : _____

ID NUMBER : _____ TEL NO : _____

RESIDENTIAL ADDRESS : _____

DIRECTORS / PARTNERS / MEMBERS:

FULL NAMES : _____

ID NUMBER : _____ TEL NO : _____

RESIDENTIAL ADDRESS : _____

ESTIMATED MONTHLY PURCHASES: _____

DETAILS OF BUILDING PREMISES: _____

FOUR TRADE REFERENCES MUST BE SUPPLIED:

NAME : _____

TEL. NO. : _____ CONTACT: _____

FAX NO. : _____

AVE MONTHLY PURCHASE : _____

NAME : _____

TEL. NO. : _____ CONTACT: _____

FAX NO. : _____

AVE MONTHLY PURCHASE : _____

NAME : _____

TEL. NO. : _____ CONTACT: _____

FAX NO. : _____

AVE MONTHLY PURCHASE : _____

BANKING DETAILS

BANK : _____
ACCOUNT NUMBER : _____
BRANCH : _____ BRANCH CODE: _____
AUDITORS NAME AND ADDRESS: _____
CONTACT PERSON : _____
TELEPHONE NUMBER : _____
CREDIT LIMIT REQUIRED : _____

YOUR TERMS ARE STRICTLY 30 DAYS FROM PURCHASE

I, the undersigned, _____ in my capacity as _____
_____ of _____ and in my personal capacity:

- 1. Hereby warrant that I am duly authorized by the debtor to make this application on his behalf to NADAIR INTERNATIONAL (the creditor) and that the above information is true and correct.
- 2. Do hereby on behalf of the debtor accept and agree to the terms and conditions of the contract set out in the terms and conditions hereof, which terms and condition I acknowledge having read and understood.
- 3. Do hereby acknowledge and agree that by my signature hereto I bind myself in accordance with the terms and conditions overleaf as surety and co-principal debtor in solidum with the debtor in favor of the creditor for the due payment by the debtor of all amounts which may now or at any time hereafter become payable by the debtor to the creditor.
- 4. I hereby irrevocably give consent to NADAIR INTERNATIONAL to do a credit reference check with any Credit Bureau, bank, or any other trade reference on myself or the company. I further consent that NADAIR INTERNATIONAL shall be entitled to inform any Credit Bureau of any default and/or judgment of myself or my company. I hereby further give consent to NADAIR INTERNATIONAL to access the tracing facilities of any credit bureau and to list any defaults, r. d. cheques, judgements, payment habits, and notices of being handed over, final demands, and / or any other information relevant to the credit bureau

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

SIGNATURE _____ (PRINT NAME) _____

NADAIR INTERNATIONAL HEREBY ACCEPTS THE CREDIT APPLICATION.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

AS WITNESSES:

- 1. _____
- 2. _____

TERMS AND CONDITIONS OF SALE

- 1. Any order resulting hereby from shall be subject to the conditions as stated herein, unless otherwise stated by the creditor in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the debtor's documentation as may be in conflict herewith. Should the debtor in any way purport to attach any conditions which may be stated otherwise, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary as stipulated by the debtor, the conditions set forth herein shall prevail and be in full force and effect unless otherwise stated by the creditor in writing with specific reference to the debtor's contrary documentation.
- 2. The credit facilities may be suspended in terms of Section 123(3)(a) of the National Credit Act at any time that the consumer is in default under the agreement. The creditor can further close the credit facility by giving written notice to the debtor at least 10 (ten) business days before the credit facility will be closed.
- 3. The signatory hereto binds himself as surety and co-principal debtor in solidum with the debtor in favor of the creditor for the due payment of all amounts which may at any time be payable by the debtor to the creditor from any cause of action whatsoever and whether acquired by the creditor by way of cession or otherwise. The terms and conditions of this application shall apply Mutatis Mutandis to this suretyship.
- 4. This suretyship is a continuing suretyship and shall remain of full force and effect notwithstanding any fluctuation in, or temporary extinction of the debtor's indebtedness to the creditor. It may not be withdrawn, revoked or cancelled by me/us without the creditor's prior written consent. Any consensual cancellation or withdrawal of this suretyship by me/us and the creditor shall only be valid and effective if reduced to writing and signed by both parties thereto.
- 5. A certificate under the hand of any director, member or manager of the creditor (whose appointment need not be proved) as to the existence and the amount of the debtor's indebtedness and the surety's indebtedness to the creditor at any time, as to the fact that such amount is due and payable the amount of interest accrued thereon and as to any other fact, matter or thing relating to the debtor's indebtedness to the creditor and the surety's indebtedness to the creditor, shall be prima facie proof of the contents and the correctness thereof for the purpose of provisional sentence, summary judgment or any other proceedings of whatsoever nature against the debtor and/or the surety in any competent court and shall be valid as a liquid document for such purpose.
- 6. Any admission made by the debtor as to the fact that it is indebted to the creditor or as to the amount of any such indebtedness to the creditor shall be binding upon the surety.
- 7. Notwithstanding any other provision to the contrary, the obligation to deliver goods shall in all cases be subject to the following conditions precedent:
 - 7.1 The availability to the creditor of the goods ordered;
 - 7.2 A specific written order timeous being received from the debtor. This order shall be deemed to have been given to the creditor for the purposes of description only and shall not form part of the contract.
 - 7.3 Time shall not be of the essence of the contract and delivery dates shall be treated as approximate only based on the latest information available to the creditor. Under no circumstances shall the debtor be entitled to withdraw from or terminate the contract on account of any delay in delivery or have any claim of any nature whatsoever against the creditor arising from late delivery.
 - 7.4 The creditor shall be exempted from and shall not be liable under any circumstances whatsoever for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the debtor may suffer as a result of any delay in delivery of the goods ordered.
- 8. Ownership in the goods sold and delivered to the debtor on account shall pass to the debtor only when all amounts due by the debtor to the creditor shall have been paid, notwithstanding delivery of the said goods to the debtor. Risk in and to the goods shall however pass to the debtor on delivery.
- 9. The debtor agrees and acknowledges that in the event of:
 - 9.1 The debtor breaching any condition contained in these conditions;
 - 9.2 the debtor failing to pay any amount due and payable on due date;
 - 9.3 the debtor suffering any civil judgment to be taken or entered against it;
 - 9.4 the debtor causing a notice of surrender of its estate to be published in terms of the Insolvency Act No 24 of 1936, as amended;
 - 9.5 the debtor dying;



- 9.6 the debtor's estate being placed under any order of provisional of final sequestration, provisional or final winding up, or provisional or final judgement management, as the case may be; then and in that event the creditor shall, without detracting from any other remedies which may be available to it, be entitled to summarily cancel the sale of any goods to the debtor without notice to the debtor, and to rely on the provisions of clause 10 and to re-possess those goods sold and delivered by the creditor to the debtor, or to claim specific performance of all of the debtor's obligations whether or not such obligations would otherwise then have fallen due for performance, in either without prejudice to the creditor's rights to claim damages.
10. Should the creditor agree to accept the return of any goods for credit, the debtor shall be liable to pay the creditor a handling charge of not less than 10 % on the invoiced price of the goods so returned.
11. In the event of the creditor instructing attorneys to collect from the debtor an amount owing to the creditor, the debtor agrees to pay all costs on the scale as between attorney and own client, including collection charges.
12. The debtor consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by the creditor exceeds the normal jurisdiction of the Magistrate's Court as to amount. The creditor shall, in its discretion, be entitled to proceed against the debtor in any other Court of competent jurisdiction, notwithstanding the foregoing. The debtor further consents to judgement, garnishee order and emoluments attachment order in terms of Section 58, Section 72 and Section 65J(2) of Act 32 pf 1944 as amended without further notice.
13. The debtor nominates as its *domicilium citandi et executandi* the address reflected on the face hereof under the heading address, physical address, and the surety nominates as his *domicilium citandi et executandi* the address reflected on the face hereof alongside his name, for service upon them of all notices and processes in connection with any claim for any sum due to the creditor arising out of credit granted by the creditor to the debtor.
14. No relaxation or indulgence granted to the debtor by the creditor, at any time, shall be deemed to be a waiver of any of the creditor's rights in terms hereof, and such relaxation in indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against the creditor.
15. It is a condition of each sale that goods are sold "voetstoots" and without any warranties whatsoever. In addition the debtor shall be precluded from raising any complaints or disputing liability to the creditor in any way unless it shall have notified the creditor of its complaints or ground of dispute in writing within 2 (two) days of receipt of the goods in question. Notwithstanding the timeous raising of a complaint of dispute of liability by the debtor, the debtor shall, under no circumstances, be entitled to withhold payment in respect of goods from the creditor pending the resolution of such dispute or complaint. Subject to the foregoing, the creditor shall, in its discretion, be entitled to replace the goods in question, or refunding the whole part of the contract price paid to it by the debtor in respect of such goods.
16. Save as otherwise specifically provided for herein, the creditor shall not be liable to the debtor or to any other person for any indirect or consequential damages of any nature whatsoever or any loss of profit or special damages of any nature whatsoever and whether in the contemplation of the parties or not which the debtor may suffer as a result of any breach by the creditor of any of his obligation under these conditions or out of any other course whatsoever. The debtor hereby indemnifies the creditor against any claim, which may be made against the creditor by any other person in respect of any matter for which the liability of the creditor is excluded in terms of the foregoing.
17. Any agreement purporting to vary the terms of this agreement, or any consensual cancellation, shall not be valid unless reduced to writing and signed by both the debtor and the creditor.
18. Should the Creditor cede the whole of its right of the action against the Debtor to any third party, then the Creditor's rights under this Suretyship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
19. The Debtor hereby renounces all benefits arising from or out of the legal Expectation "*ordinis seu excussions et divisions*", "*se doubos vel pluribus reis dedendi*", "*of Errore calculi*", "*non numeratae pecuniae*", and all or any exceptions which might be pleaded to any claim by the Creditor against the Debtor.
20. In these conditions, words importing one gender shall include the other gender, and words importing the singular, shall include the plural (and vice versa).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

SIGNATURE OF DEBTOR

WITNESS 1

WITNESS 2

Cession

The Applicant hereby cedes, assigns, transfers and makes over unto and in favor of **NADAIR INTERNATIONAL** all its rights, title and interest in and to all its claims against debtors both present and future and from whatsoever case arising, as security for all or any amount which it presently owed to or may at any time in the future owe to **NADAIR INTERNATIONAL**. Should it transpire that the Applicant entered into prior deeds of cession or otherwise disposed of the right title and interest in and to any debts subject to this cession, and then this cession shall operate as a cession of the Applicants reversionary rights. The Applicant irrevocably and in rem suam authorize **NADAIR INTERNATIONAL** it's absolute discretion to give notice to all or any of the debtors, both present and future of this cession, to claim from all of any of the said debtors, to cede, transfer, negotiate, pledge or otherwise deal with all or any of the bills of exchange, promissory notes, cheque agreements, documents of title or any other security. The security created by this cession shall be a continuing one notwithstanding and fluctuation in the amount of the indebtedness to **NADAIR INTERNATIONAL** or even the extinction of such indebtedness The applicant hereby undertakes that on demand it shall furnish **NADAIR INTERNATIONAL** with all such information concerning the debtors as may be required by it to recover amounts owing by such debtors.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

1 _____
(director)

1 _____
(name in block letters)

1 _____
(witness)

2 _____
(director)

2 _____
(name in block letters)

2 _____
(witness)

Deed of Surety ship

I / We the undersigned:

1 _____ I.D. _____

2 _____ I.D. _____

3 _____ I.D. _____

Do hereby interpose and bound myself/ourselves jointly, severally and in colidium as Surety and co-principal debtor(s) unto and in favor of **NADAIR INTERNATIONAL** , (hereinafter severally and individually referred to as the Creditor), all of their trading divisions and their subsidiaries for payment on demand of all monies which

(FULL NAME OF APPLICANT)

(hereinafter referred to as the Debtor) may now and from time to time in the future be due and become owing by the Debtor to the Creditor, its successor/s or assign/s howsoever arising from any cause of indebtedness.

1. I / We acknowledge that this Surety ship extends my/our obligations to any Company which may take over by operation of Law or otherwise the obligations of the Creditor provided however the Debtor then comes indebted to such Company.
2. This Surety ship shall remain in force as a continuing covering security, notwithstanding any Intermediate settlement of account until such time as the Creditor shall have received notice in writing from me/us terminating the same, whereupon it shall remain in force only in respect of any amount shall have been paid in full.
3. Surety ship shall be in addition and without prejudice to any other Surety ship or Security now held of hereafter held by the Creditor from or on behalf of the Debtor.
4. A certificate signed by the Creditor (or its agent whose appointment, qualifications and/or authority need not be proved) as to the amount of my/our indebtedness hereunder or that the debtor to the Creditor at the date of the certificate shall be:
 - a. Prima facie evidence of the amounts of indebtedness shown in that certificate
 - b. Binding on me/us in any proceeding instituted by the Creditor in any competent court for the purpose of obtaining provisional sentence of judgment against me/us.
5. The creditor may, at it's option, institute action against me/us for any claim arising hereunder in any magistrate's court having jurisdiction not withstanding that the amount of the claim may exceed the jurisdiction of that Court and I / we hereby consent to the jurisdiction of the magistrate's Court Act: Notwithstanding the afore going , the Creditor shall not be obliged to institute action against me/us in the magistrates court and, I / we hereby submit to the Supreme Court of South-Africa in respect of any action instituted against it by the Creditor.
6. Should the Creditor cede the whole of its right of the action against the Debtor to any third party, then the Creditor's rights under this Surety ship shall be deemed to have been simultaneously ceded and transferred to the cessionary in question.
7. I / we hereby renounce all benefits arising from of out of the legal expectations "*ordinis seu excussions et divisions*" "*Se dousos vel pluribus reis dedendi*" excussions cession of action "*of errore calculi*", "*non numeratae pecuniae*" and all of any exceptions which or might be pleaded to any claim by the Creditor against me / us, with the meaning force and effect whereof I / we acknowledge myself / ourselves.
8. This Suretyship constitutes the entire Agreement between me / us and the Creditor. No Agreement in any way varying the terms and conditions of this Suretyship shall be of any force unless contained in writing and signed by both me / us and the Creditor. Any latitude of extension of time which may be allowed by the Creditor to me / us In respect of any payment due in terms hereof or any indulgences shown by the Creditor to me / us shall not prejudice the Creditor's rights under Suretyship nor be deemed to be a waiver of any of the Creditor's rights in terms of hereof, nor a novation of this Suretyship.
9. In any event of the creditor instituting action against me / us arising from, I / we shall be obliged to pay the Creditor all costs and collection charges on the attorney and client scale and in the event of such action being instituted in the Magistrate's Court shall be liable for costs on the attorney and client scale.
10. I / we hereby choose as my / our *domicillium citandi* (Physical Address) at: _____

 Being the address which I / we nominate for service for all documentation and processing arising out of their Suretyship
11. I / we acknowledge that any notice sent to me / us by registered post to my *domicillium citandi et executandi* shall be deemed to have been received by me / us 5 days after posting unless I / we prove the contrary provided however that I / we may change that address and at any given time written notice to the Creditor.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

1 _____
(director)

1 _____
(name in block letters)

1 _____
(witness)

2 _____
(director)

2 _____
(name in block letters)

2 _____
(witness)

